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**DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE  
OBLIGATIONS, COVENANTS, SERVITUDE,  
AND CONDITIONS FOR CHOSEN VALLEY SUBDIVISION PART I**

STATE OF LOUISIANA  
PARISH OF CALCASIEU

BEFORE the undersigned Notary Public, duly commissioned and qualified and in and for the State and Parish aforesaid, therein residing, on the date as indicated hereinafter and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED, CHOSEN VALLEY, L.L.C., a Louisiana Limited Liability Company domiciled in the Parish of Calcasieu, represented herein by all of its members, hereinafter called the Developer, who did depose and state that:

CHOSEN VALLEY, L.L.C. is now the owner and developer of the immovable known as "CHOSEN VALLEY PART I" and more particularly described in Exhibit I attached hereto and made a part hereof as if fully copied herein, and by this act imposes upon the property the restrictions, obligations, covenants, servitude and conditions hereinafter set forth, CHOSEN VALLEY, L.L.C. will develop the property described herein and the owners of said property shall enjoy the benefits and be subject to the restrictions, obligations, conditions, covenants, servitude and conditions as are applicable to the owners of lots in CHOSEN VALLEY SUBDIVISION PART I as stated herein.

Roddy E. Watson

1. **Purposes.**

The purpose hereof is the creation of a residential community (CHOSEN VALLEY) having a uniform plan of development and the preservation of property values and amenities in that community. The real (immovable) property described herein is hereby subjected to the covenants, conditions, restrictions, obligations, reservations, liens, and servitude herein set out to insure the best use and most appropriate development and improvement of each building site thereof; to protect

the owners of buildings sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of CHOSEN VALLEY PART I; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of CHOSEN VALLEY PART I; and secure the erection of attractive homes thereon, with appropriate locations on building sites; to prevent haphazard and inharmonious improvements of building sites; and in general, to provide adequately for high type and quality of improvements of CHOSEN VALLEY PART I and thereby to enhance the value of investments made by purchases of building sites therein.

2. Lots in CHOSEN VALLEY SUBDIVISION PART I and all portions thereof shall be conveyed, transferred and sold by any record owner thereof, subject to the restrictions, obligations, conditions, covenants, reservations, liens and servitudes hereinafter set out, all of which are imposed upon the property and all of which are imposed upon the property and all of which shall run with the land.

3. Improvement Restrictions.

3.1 All lots shall be used for the construction of single family dwellings only. No commercial activities will be permitted. No dwelling shall be erected in the subdivision with a living area of less than 1800 square feet, and each dwelling must have at least an attached or detached double carport or double garage.

3.2 No dwelling shall be constructed closer than thirty (30') feet from front property line, nor closer than ten (10') feet from side property line nor closer than ten (10') feet the rear of the property line. On corner lots, the front of the lot shall be that portion of the lot with the shortest frontage on a designed street except for Lot 26. The front of Lot 26 shall be that portion of the lot facing Jamie Renee Street.

3.3 The construction of all dwellings in the subdivision shall be of a quality

equal to or higher than the minimum requirements permitted by the Federal Housing Administration for one-family dwellings.

3.4 There shall be no fences erected on any of the lots in the front of the front foundation line of the dwelling on any lot, nor shall any hedge be grown along the boundary of any lot in front of the front foundation line. All fences must be either of chain link or wood construction, and no fence constructed of barbed wire, chicken wire or any other material shall be permitted. No fences shall be constructed on vacant lots that are nearer to the street than the foundation line on the adjacent lot if owned by the same owner or the foundation line which is farthest from the road of the adjacent lot if there are no common owners.

3.5 Mobile homes may not be parked or used (temporarily or permanently) as residences within the subdivision.

3.6 All structures must be of new construction and moving in of previously existing buildings from other locations into the subdivision is hereby prohibited.

3.7 An easement of servitude on all lots is reserved over a ten (10) foot strip immediately adjacent to and along all streets or road lines for the purpose of installing and maintaining utilities and access at all times is reserved for the purpose of installation, repair and maintenance of utilities to include but not limited to drainage, gas, water, electrify and telephone.

3.8 No more than one dwelling shall be placed on each lot as shown on the recorded subdivision plat, unless a specific lot is purchased in part by the owners of adjacent lots, and in such instance, the improvements which are erected upon a full lot plus a fraction may lie over the lot line, and the side set back shall in such case be measured at the boundary of the entire tract.

3.9 No inoperative motor vehicles or junk of any kind shall be allowed to be maintained or left on the property and the property shall be kept orderly at all times.

No activity shall be carried on which would be a nuisance to the neighborhood.

3.10 No drilling of oil, gas or other minerals will be permitted in the subdivision.

3.11 All buildings shall be built on a concrete slab, and the first story must be of brick veneer and/or wood or vinyl siding construction, unless variations are approved in writing by the architectural control committee composed of J. Arnold Natali, Ray Mayberry and Gerald Guidry, or their successors, as appointed by developer, CHOSEN VALLEY, L.L.C. and all construction must be completed within one (1) year from the date construction commences.

3.12 No driveway, culvert, bridge or other construction shall be erected as to block or otherwise interfere with drainage of the subdivision. All ditches abutting the property shall be covered by purchaser according to parish specifications.

3.13 No structures of a temporary character, including but not limited to trailers, tents, shacks, garages or other outbuildings shall be used on any lot at any time as a residence whether temporary or permanent.

3.14 All outbuildings on the property shall be of the same general exterior design as the principal building, including out buildings, all wood must be kept painted or stained. No tar paper or like materials may be used as outside finish.

3.15 No boats, capers, self propelled campers or camping trailers shall be parked or stored on any lot in front of the front building line of the dwelling nor on any corner lots shall they be parked or stored between the dwellings and the street.

3.16 None of the lots shall be used or maintained as a dumping ground. All rubbish, trash, garbage or other waste shall be properly disposed of.

3.17 The minimum finished grade elevation of the lowest habitable floor of the dwelling, shall be set according to the Calcasieu Parish Police Jury Ordinance for minimum elevation and shall be determined by a certified land surveyor. Each lot is

unique, and the actual final slab elevation should be reviewed with the Architect or builder, thereby allowing for good construction procedures to prevail.

3.18 All sewerage and sanitation systems must meet parish and state requirements. All outflow pipe shall be tied on to culverts at ditches.

4. Miscellaneous Provisions.

4.1 These covenants shall run with the land and shall be binding upon and inure to the benefit of all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof. Thereafter, these covenants shall be automatically extended for successive periods of ten (10) years each, unless at least two (2) years prior to the time at which such would otherwise expire, an instrument signed by a majority interest of the then owners of the lots has been recorded in the office of the Clerk of Court of Calcasieu Parish, Louisiana which states that the majority of such owners amend or abolish said covenants in whole or in part, and which shall also states that those covenants abolished shall cease to have any further force or effect at the end of the then current term of said covenants, and all remaining restrictions amended or otherwise, shall remain in full force and effect for the succeeding term. Nothing herein contained shall prevent the owners from amending these declarations at any time by a vote of 2/3 of the owners.

4.2 If the developer or future owners of lots in CHOSEN VALLEY SUBDIVISION PART I, their heirs, or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot or for the Developer, or if any governmental subdivision or agency is adversely affected by such violation or attempted violation, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from doing and to recover damages or other amounts for such violation for his or its own

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account or for the account of the other parties similarly involved or situated or both, or to seek both of those types of relief or such other relief as may be available. Failure of any person, firm or corporation to seek to enforce its rights hereunder shall, in no event, be deemed a waiver of the right to do so thereafter. The rights granted hereunder shall also extend to the Parish of Calcasieu for enforcement of its ordinances and regulations where applicable.

4.3 The illegality or invalidity of any covenant or provisions hereof or any part hereof or the unenforceability of any of the other provisions hereof shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

THUS DONE AND SIGNED, before me Notary Public, at Lake Charles, Louisiana, on this 16<sup>th</sup> day of July, 2004, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

Irma Deshotel

Maizy Bachelot

CHOSEN VALLEY, L.L.C.

Arnold Natali  
Arnold Natali, Manager

[Signature]  
NOTARY PUBLIC