Sabine Parish Recording Page

Shelly Salter
Clerk of Court
P.O. BOX 419
400 South Capitol Street, Room 102
Many, LA 71449
(318) 256-6223

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KPB PARTNERSHIP LLC

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Deputy Clerk

SUBDIVISION RESTRICTIONS
PIRATES BEND

STATE OF LOUISIANA
PARISH OF SABINE

PART I. PREAMBLE

BE IT KNOWN that on this date before me, the undersigned authority, a Notary Public, in and for the State and Parish aforesaid, duly qualified and commissioned, and in the presence of the undersigned competent witnesses, personally came and appeared:

KPB PARTNERSHIP LLC, a Louisiana Corporation, domiciled in Sabine Parish, Louisiana, represented herein by its member, Kenneth Killen; ("Appearer") who did declare and state:

That Appearer is the sole owner, and the developer, of PIRATES BEND Subdivision of Sabine Parish, Louisiana, situated in Section 35, Township 4N, Range 12W as per plat of survey by Delta Consulting Inc P.L.S. dated JUNE 08, 2023, filed and recorded JUNE 12, 2023 as Instrument No. 489416 in the official records of Sabine Parish, Louisiana (the "plat").

That Appearer, as the Managing Member of the subdivision and the lots therein, desires that the subdivision, and any other phases and/or extensions and/or units and/or lots that are subsequently developed within the subdivision, be owned, held, sold, conveyed, transferred, mortgaged, occupied, maintained and improved subject to certain reservations, restrictions, covenants, charges, liens, privileges, easements and/or conditions as part of a general scheme of development of the subdivision for residential purposes and pursuant to a common general plan for the benefit of Appearer and subsequent owners of lots in the subdivision in order to protect and enhance the quality, value and desirability thereof.

That Appearer declares that the property described herein shall be held, sold, conveyed, transferred, mortgaged, occupied, maintained and improved subject to the following certain reservations, restrictions, covenants, charges, liens, privileges, easements and/or conditions which are for the purpose of protecting the value and desirability of the properties, and which shall run with title to the properties and which shall be binding on all parties having any right, title or interest in and to the immovable property made subject to this declaration or any portion thereof, as well as their respective heirs, successors, transferees and assigns, and shall inure to the benefit of each owner thereof and shall benefit the subdivision.

That accordingly, Appearer does hereby create and put in place the following reservations, restrictions, covenants, charges, liens, privileges, easements and/or conditions which shall bear against, and encumber, the subdivision.

PART II. RESIDENTIAL AREA COVENANTS AND AREA OF APPLICATION

2.1 AREA. The restrictive covenants set forth herein, in their entirety, shall apply to, bear against, and encumber, all and any phases and/or extensions and/or units and/or lots of the subdivision that now exist as well as those phases and/or extensions and/or units and/or lots that are, or might be, subsequently developed in the future.

2.2 LAND USE AND BUILDING TYPE. Each subdivision lot shall be used for residential purposes only, and a single-family residence or structure, as provided herein, shall be erected, placed or located on each lot. Where two or more adjoining subdivision lots are owned by the same land owner(s), a single family residence may be erected or placed on the two lots, or on each single lot owned by the same land owner(s). A subdivision lot shall not be subdivided by the lot owner into smaller lots.

2.3 BUSINESS ACTIVITY. Except as specifically provided to the contrary in these restrictions, no business, manufacturing or commercial activity or enterprise of any kind, for profit, shall be maintained in this subdivision; nor shall any lot in this subdivision be used for other than strictly residential purposes. Rental of a subdivision lot or the improvements located thereon for residential purposes shall not be considered a violation of this restriction. However, in that case the lot owner shall not be released from compliance with these restrictions and shall be responsible for

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any and all acts and actions of the lessee, shall be responsible for seeing that the lessee complies with these restrictions and shall be responsible for any and all violations of these restrictions by the lessee.

2.4 MOBILE HOMES, TEMPORARY BUILDINGS, ETC.

(A) In addition to regular, ordinary, usual wooden or frame constructed single family residence houses, mobile homes, manufactured homes, motor homes, 5th wheels, recreational vehicles, travel trailers, modular homes or pre-fabricated homes shall be considered as a single family residence and allowed on a subdivision lot provided they meet the following conditions and the additional condition on size restriction set forth hereinbelow, to-wit:

(1) A mobile or manufactured home, motor home, modular home or pre-fabricated home, may be placed and located on a subdivision lot herein providing that is not older than 60 months;

(2) within forty-five (45) days after placement and location on a subdivision lot, any mobile home, manufactured home, modular home or pre-fabricated home, as applicable, shall be completely, adequately and neatly skirted;

(3) Motor homes, 5th wheels, recreational vehicles and travel trailers are permitted but must be in good, working condition and placed on a concrete slab and covered with a metal roof or architectural shingle roof and NO FEMA TYPE travel trailers are allowed;

(4) Any mobile home or manufactured home that has a flat roof must be covered with a metal roof or architectural shingle roof.

(5) Two Structures as per part 1 – 4 above may be placed on a subdivision lot only with the approved permit and consent from the Sabine Parish Department of Health and Hospitals.

(B) Except as specifically provided to the contrary in these restrictions, no temporary building, structure, tent or shack shall be erected or placed on any subdivision lot to be used as a residence.

2.5. DWELLING SIZE.

(A) Any regular, ordinary and usual constructed single family residence house erected, constructed and/or placed on any lot as set forth hi Article 2.02 above, shall have a minimum heated and cooled enclosed livable floor area of EIGHT HUNDRED (800) SQUARE FEET. This minimum square footage requirement shall be exclusive of porches, open or closed carports, patios, garages or other similar areas.

(B) Any mobile home or manufactured home shall be no smaller than 14.0 feet in width.

2.6 BUILDING SETBACKS. No building, construction, improvement or residence house shall be closer than twenty (20.0) feet from any adjacent and contiguous subdivision road or street or the front lot line, or closer than five (5.0) feet from the side property lot lines. If the side property lot line is adjacent and contiguous to a subdivision road or street, then the twenty (20.0) foot set back as set forth herein shall apply to that side property lot line. For the purpose of this restriction, eaves and open porches shall be considered as part of the building. One or more lots, or parts of lots, may be utilized as a single building plot. In that case, and where two or more joining lots, or a single lot and parts of an adjoining lot, or parts of two or more adjoining lots, are owned by the same land owners), then the property lines, for purposes of these restrictions, shall be the side lot lines of the combined tracts.

2.7 LIVESTOCK, POULTRY AND PETS. No livestock, swine, sheep, goats, or farm animal of any kind shall be kept or maintained on any subdivision lot or any portion thereof. Nor shall any chicken yard, or yard for any other type of fowl, be kept or maintained thereon. There shall not be erected on any of this property, any stable, barn or other structure for housing any such livestock, animal or fowl. Household pets are allowed providing they are not permitted to become a nuisance to any other property owners in the subdivision. Household pets shall not be kept, bred or

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maintained for any commercial purpose.

2.8 NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot or part of this subdivision. Nor shall any activity be conducted thereon which may become an annoyance or nuisance to other property owners in the subdivision. No manufacturing or commercial enterprise, or enterprise of any kind for profit, shall be maintained upon, or in connection, with any lot, nor shall same be maintained within any residence house located on any lot in this subdivision. No lot in this subdivision shall in any way be used for anything other than strictly residential purposes.

2.9 SIGNS. No signs, poster, billboard, advertising device or display of any kind shall be erected, maintained or displayed to the public view except the name and address of the occupant A sign advertising a lot for sale may be placed on such lot provided that the sign is of an appropriate size, color and style to be determined by Appearer or the homeowners association, whichever is applicable.

2.10 SEWAGE SYSTEMS. No outside toilets shall be installed or maintained on any lot in this subdivision except during the period of time of construction of a residence house. Upon completion of the construction of said residence house same shall be removed. All plumbing shall be connected to an approved septic system, or other sewage treatment system, in such a manner so as to comply with any and all Parish and State regulations, or the regulations of any other authority having jurisdiction of same. Each property owner shall be responsible for the maintenance and repair of the septic/sewer system in compliance with all Parish and State regulations.

2.11 WATER SYSTEMS. All water systems shall comply with any and all Parish and State regulations, or the regulations of any other authority having jurisdiction of same.

2.12 LOT MAINTENANCE. No subdivision lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, scrap, refuse or debris of any kind. All rubbish, trash, garbage scrap, refuse or debris of any kind shall be kept in appropriate and sanitary garbage containers. Each lot owner shall be responsible for lot maintenance, particularly but not exclusively, control of weeds, maintenance of grass and lawns, and/or any other unsightly growth on his subdivision lot. If the owner fails to maintain his lot as set forth herein after notification from Appearer or the homeowners association, whichever is applicable, Appearer or the homeowners association may take whatever steps are necessary to bring the lot into compliance with this restriction and collect the cost of same from the lot owner by whatever legal means are necessary and/or required.

2.13 MOTOR VEHICLES. No unlicensed, unregistered or abandoned motor vehicles shall be kept on any of the lots in this subdivision or allowed into the subdivision. Motor vehicles that are allowed in the subdivision shall be parked on the driveway or in the garage/carport of the appropriate residence house. Such motor vehicles shall not be parked on any street over night nor parked on any street at any time on a regular basis.

2.14 CARPORTS AND GARAGES. Carports and garages constructed for use with residence houses shall be of the same architectural design as the residence house.

2.15 STORAGE BUILDINGS. One storage building per subdivision lot shall be allowed. However, the storage building must be neat in appearance, and the design and structure of the storage building shall be in keeping with that of the residence house.

2.16 SIGHT LINES. No fence, wall, hedge row, shrub row, trees or other plants which obstructs sight lines at elevations between two (2) and six (6) feet above the subdivision streets shall be permitted or allowed to remain on any corner subdivision lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property comer from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain with such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. Further, no fence, wall, hedge row, shrub row, trees or other plants which substantially obstructs the view from an adjacent lot of the Toledo Bend Lake at elevations between two (2) and six (6) feet above the subdivision streets shall be permitted.

2.17 UTILITIES AND SERVITUDES. Each lot owner shall bear the cost of connecting to utilities. In doing so, the lot owner shall be responsible for repairing any break or damage any

subdivision street in any way. If the main utility lines are located on the opposite side of a subdivision street, the lot owner shall "jack and bore" beneath any such street in order to connect to the main utility lines. Any damage to a subdivision road caused by this process shall be repaired at the cost and expense of the respective lot owner. Servitudes for installation and maintenance of utilities and/or drainage facilities are reserved as shown on the subdivision plat.

2.18 OIL AND MINING OPERATIONS. No oil and gas drilling, or development operations, or refining, quarrying, drilling, boring or other mining operations of any kind shall be permitted upon, or in, any lot or building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, or in, any lot or building site. No derrick or other structures designated for use and boring for oil or natural gas shall be erected, maintained or permitted upon any lot or building she.

2.19 MAINTENANCE OF DRAINAGE. There shall be no interference with the established drainage pattern over any of the property within the subdivision, except as approved in writing by Appearer or the homeowners association, whichever is applicable. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern that exists at the time the streets are completed and the subdivision lots are first offered for sale. Appearer or the homeowners association, whichever is applicable, shall have the legal right and responsibility to maintain, preserve and control all drainage and water flowage along existing and future drainage easements shown on the subdivision plat The intent of this provision is to provide for the regulation of drainage and flowage of water throughout the subdivision.

2.20 ANTENNAE, PIPES AND UTILITY LINES. Pipes for water, gas, sewage, drainage or other purposes, and wires, poles antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure, and to the extent possible not visible from any subdivision street to the front of a residence house.

2.21 ROADS AND STREETS. The roads and streets in and through this subdivision shall be public.

2.22 ESTABLISHMENT OF HOMEOWNERS ASSOCIATION. Every lot Owner shall be part of the homeowners association as a non-profit corporation and articles of incorporation for the homeowners association shall be prepared and duly filed.

A. The common areas in this subdivision, as reflected on the subdivision plat, shall be private, and shall be owned and maintained by the homeowners association in accordance with the articles, rules and regulations thereof, together with any seawall, boat ramp, boat house, wharf, pier, boat launch and/or the like constructed thereon by or with the consent of the homeowners association.

B. These common areas shall belong to, and be the responsibility of, Lot owners of PIRATES BEND in accordance with its articles, rules and regulations. Every lot owner shall have a right and easement of enjoyment in and to these common areas in this subdivision subject to the rules and regulations as set forth therein.

C. KPB PARTNERSHIP, LLC shall not own, or be responsible for the maintenance, repair and/or preservation of any seawall, boat ramp, boat house, wharf, pier, boat launch and/or the like for subdivision lots that adjoin, and are adjacent to and contiguous with, Toledo Bend Reservoir, which ownership, liability and responsibility shall vest in the respective subdivision lot owner.

D. Except as set forth in die Articles Of Incorporation of the homeowners association, every person or entity who is a record owner of any lot in the subdivision shall be a member of the homeowners association. The foregoing is not intended to include persons or entities who hold an interest in a lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by this association. Ownership of such subdivision lot shall be the sole qualification of membership in the homeowners association. KPB PARTNERSHIP, LLC is not required to be part of the Homeowners association or for any fees / assessments but will still have a vote shall any section of these Restrictions be changed.

E. Each lot shall have one vote regardless of multiple lot ownership by any single lot owner or regardless of multiple owners of any individual lot. If a lot owner owns more than one lot, said

owner shall have one vote for each lot that he owns.

F. STREET LIGHTS. The PIRATES BEND Lot owners shall maintain the street lighting if placed on the streets of the subdivision as well as any additional lighting which are installed.

G. SUBDIVISION ASSESSMENT. Every lot owner in this subdivision agrees to pay the assessments determined, levied and collected by a homeowners association in accordance with its articles of incorporation and/or bylaws and/or rules and regulations regarding maintenance expenses in the subdivision, should one be formed. SUBDIVISION ASSESSMENT. Except as otherwise provided in the Articles of Incorporation of the homeowner's association, every lot owner in this subdivision covenants and agrees to pay the assessments determined, levied and collected by a homeowners association in accordance with its articles of incorporation and/or bylaws and/or rules and regulations regarding maintenance expenses in the subdivision. All lots shall pay an assessment as of the date sold, initial annual assessment of $100 per lot.

PART III. GENERAL PROVISIONS

3.01 TERM. These covenants are to run with the land and shall be binding on all of the parties and all persons claiming unto them until ten (10) years from the date of recording in the records of Sabine Parish, Louisiana, unless by a majority vote of the then existing owners of the lots located in this subdivision, it is agreed to amend the covenants in whole or in part or to terminate the covenants. After ten (10) years, these covenants shall be automatically extended by successive periods often (10) years, unless by a majority vote of the then existing owners of the lots located in this subdivision, it is agreed to amend the covenants in whole or in part or to terminate the covenants. For purposes of this vote, each lot shall have one *vote,* regardless of multiple lot ownership by any single lot owner. If a lot owner owns more than one lot, said owner shall have one vote for each lot that he owns. Any amendment or termination of these covenants shall be in writing, shall be signed by the applicable lot owner(s), shall be in the form of an authentic act as defined by Louisiana law, and shall become effective from the date of recording in the records of Sabine Parish, Louisiana, unless a different date is designated in the amending or terminating document.

3.2 PROXY VOTING. Proxy voting in writing by authentic act (two witnesses and a notary) shall be allowed in all election situations provided for herein.

3.3 SEVERANCE. Invalidation of any one or more of these covenants or restrictions by Judgment, Court Order or operation of law, shall in no way affect any of the other provisions, which shall remain in full force and effect.

3.04 ENFORCEMENT. Should any of these covenants or restrictions be violated, or should any attempt be made to violate any of these covenants or restrictions contained herein, the homeowners association, acting through its officers or agents, are hereby granted the right and privilege to prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate said covenants or restrictions.

THUS DONE AND PASSED on this the 12th day of June, 2023, in the presence of the undersigned Notary, and subscribing witnesses, on the day, month and year first hereinabove written, at Many, Sabine Parish, Louisiana.

WITNESSES:

Print: BRANDON THORNTON

Print: Beverly Fay Barnum

APPEARER:

KPB PARTNERSHIP, LLC

By:

Michael J. Rush, Notary Public
State of Louisiana
Parish of Natchitoches
Notary ID No. 79835
My Commission is for Life

NOTARY PUBLIC