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C 4633

**CREATION OF SERVITUDES  
AND DECLARATION OF POND RESTRICTIONS**

STATE OF LOUISIANA  
PARISH OF CADDO

Gary Loftin  
Caddo Parish Clerk of Court  
**2439498**  
01/25/2013 04:32 PM

BE IT KNOWN that this 18<sup>th</sup> day of JANUARY, 2013, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

WALLACE LAKE DEVELOPMENT, L.L.C. ("Wallace Lake"), a Louisiana limited liability company, domiciled in Caddo Parish, Louisiana, whose mailing address is 400 Travis Street, Suite 1510, Shreveport, Louisiana 71101, herein represented by and through C. DeWitt Caruthers, its duly authorized Manager;

who declared, covenanted and agreed as follows: Shari Grantham  
**SHARI GRANTHAM**  
DEPUTY CLERK

**1. Recitals**

- 1.1 Wallace Lake is the owner of St. Andrews Place Subdivision, Unit 1 (the "Subdivision"), a subdivision of Shreveport, Louisiana, as per plat recorded in Conveyance Book 7000, pages 237 through 240 of the Conveyance Records of Caddo Parish, Louisiana.
- 1.2 The Subdivision consists of approximately thirteen (13) lots and contains two ponds, specifically, Pond A and Pond B.
- 1.3 Lots 1, 2 and 3 of the Subdivision adjoin and include a portion of Pond A and Lots 3, 4 and 5 of the Subdivision adjoin and include a portion of Pond B.
- 1.4 In order to protect and enhance the value and desirability of the lots of the Subdivision which adjoin and include a portion of Pond A and/or Pond B, Wallace Lake hereby subjects Lots 1 through 5 of the above-described Subdivision to the following Reciprocal Servitudes and Declaration of Pond Restrictions.

**2. Destination of the Owner Converts to Servitude of Right**

Pursuant to Article 741 of the Louisiana Civil Code, upon the conveyance by Wallace Lake of Lot 1, 2 or 3 of the Subdivision to a third party, a servitude over Pond A will come into existence of right, and upon the conveyance by Wallace Lake of Lot 3, 4 or 5 of the Subdivision to a third party, a servitude over Pond B will come into existence of right.

**3. Reciprocal Servitude: Pond A**

Owner(s) of Lots 1, 2 and 3 of the Subdivision grant to each other a reciprocal and perpetual servitude upon and across the entirety of Pond A for access, use and enjoyment of said pond. Additionally, said servitude extends on and across Pond A for the purpose of maintenance and repairs of Pond A and of said pond's dam or related structure.

**4. Reciprocal Servitude: Pond B**

Owner(s) of Lots 3, 4 and 5 of the Subdivision grant to each other a reciprocal and perpetual servitude upon and across the entirety of Pond B for access, use and enjoyment of said pond. Additionally, said servitude

extends on and across Pond B for the purpose of maintenance and repairs of Pond B and of said pond's dam or any related structure.

**5. Declaration of Restrictions**

- 5.1** Each Owner of a Subdivision Lot which adjoins and includes a portion of Pond A and/or Pond B ("Pond Lot Owner") shall be primarily responsible to maintain and repair said ponds shoreline on said owner's respective lot, in compliance with all applicable laws, regulations or ordinances. However, if a Pond Lot Owner fails or refuses to perform necessary repairs or maintenance for a period of thirty (30) days after written notice of the existence of a violation thereof from the St. Andrews Place Homeowners Association, Inc. (the "Association"), the Association shall have full power and authority to perform the required maintenance or repair and to assess the Pond Lot Owner for such expenses.
- 5.2** Each Pond Lot Owner shall have the right to use their respective pond, as delegated above, by boat; provided, however, said Pond Lot Owner does not trespass onto another Pond Lot Owner's lot.
- 5.3** No gas powered or internal combustion motor is permitted on either pond in the Subdivision, and, as such, the only motor allowed on either pond is a silent electric powered trolling motor.
- 5.4** No pumps of any type are allowed to withdraw water from the ponds for use with home sprinkler systems and any other use not approved by the Association. Emergency use for extinguishment of fires is permitted.
- 5.5** Each Pond Lot Owner shall use their best effort to control siltation and minimize runoff from any and all types of chemicals, including fertilization, in order to protect against pollution and contamination of the ponds.
- 5.6** No boat canal shall be constructed or installed upon any lot nor shall any facility or fence be constructed which alters the course of or natural boundaries of the ponds or impedes the use of the pond. No lot shall be increased in size by filling in the pond(s).
- 5.7** No boat, hoists, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any lot, nor shall any boat trailer be stored on any lot, without the consent of the Association.
- 5.8** Rules and regulations for the use and enjoyment of the ponds may be promulgated by Wallace Lake. Such rules may regulate all access and uses.
- 5.9** All use of the ponds shall be at the users own risk and Wallace Lake shall have no liability arising out of any such use. All users herein waive any cause of action (for themselves, their children, heirs, invitees, successors and assigns) against any Owner, Pond Lot Owner, Declarant, Developer or Wallace Lake arising out of use of either Pond.

6. Covenants Running with the Land

The rights and restrictions granted herein are rights and restrictions running with the land, and shall be binding upon Pond Lot Owner's of Lots 1, 2, 3, 4 and 5 and their respective successors, heirs and assigns.

THUS DONE AND PASSED in the City of Shreveport, Caddo Parish, Louisiana, on the day, month and year hereinabove first written in the presence of the undersigned competent witnesses who have hereunto affixed their signatures with the said Appearer and me, notary, after reading of the whole.

WITNESSES:

WALLACE LAKE DEVELOPMENT, L.L.C.

Pamela J. Knox  
Pamela J. Knox

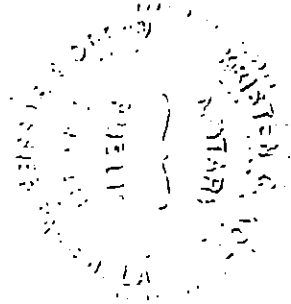
Linda Edwards  
Linda Edwards

By:

C. DeWitt Caruthers  
C. DeWitt Caruthers,  
Manager

Kristen C. Kot

NOTARY PUBLIC in and for  
Caddo Parish, Louisiana.



KRISTEN C. KOT, NOTARY PUBLIC  
CADDO & BOSSIER PARISH, LA  
MY COMMISSION IS FOR LIFE  
ID # 91988