

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

Mike Spence, Caddo Clerk of Court



STATE OF LOUISIANA

PARISH OF CADDO

2922778 Pages: 3

03/22/2023 09:49 AM

BE IT KNOWN that this 22 day of March, 2023, 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 333 Texas Street, Suite 1250, Shreveport, Louisiana 71101, herein represented by and through C. DeWitt Caruthers, its duly authorized Manager;

who declared, covenanted and agreed as follows:

1. Recitals

- 1.1 Wallace Lake is the owner of St. Andrews Place Subdivision, Unit 3 (the "Subdivision"), a subdivision of Shreveport, Louisiana, as per plat recorded in Conveyance Book Instrument 2922708 of the Conveyance Records of Caddo Parish, Louisiana.
- 1.2 The Subdivision consists of approximately eighteen (18) lots, numbered 25 through 37, and 39 through 43.
- 1.3 Lots 39 and 40 of the Subdivision include a portion of a pond (the "Pond"), as shown on the subdivision plat.
- 1.4 In order to protect and enhance the value and desirability of the lots of the Subdivision which include the Pond, Wallace Lake hereby subjects Lots 39 and 40 of the above-described Subdivision to the following Reciprocal Servitudes and Declaration of Pond Restrictions.
- 1.5 Wallace Lake desires to have this agreement amended in the future to include the remaining portion of the Pond.

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 39 or 40 of the Subdivision to a third party, a servitude over the Pond will come into existence of right.

3. Reciprocal Servitude

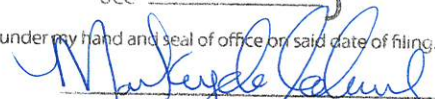
Owner(s) of Lots 39 and 40 of the Subdivision grant to each other a reciprocal and perpetual servitude upon and across the entirety of the Pond for access, use and enjoyment of said Pond. Additionally, said servitude extends on and across the Pond for the purpose of maintenance and repairs of the Pond and of said Pond's dam or related structure.

STATE OF LOUISIANA
PARISH OF CADDO

I hereby certify this to be a full and true copy of a notarial certified copy filed in my office on the date and hour and under the Registry Number stamped hereon to be

Conveyance _____
recorded in the Mortgage _____ } Records.
UCC _____

Given under my hand and seal of office on said date of filing.


DEPUTY CLERK & EX-OFFICIO RECORDER

4. Declaration of Restrictions

- 4.1** Each Owner of a Subdivision Lot which includes a portion of the Pond ("Pond Lot Owner") shall be primarily responsible to maintain and repair said Pond's shoreline on said owner's respective lot, including the portion or portions on said owner's respective lot affected by the fifteen foot (15') private drainage servitudes, 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.
- 4.2** Each Pond Lot Owner shall have the right to use the entirety of the surface of the Pond, by boat; provided, however, said Pond Lot Owner does not trespass onto another Pond Lot Owner's lot.
- 4.3** No gas powered or internal combustion motor is permitted on the Pond, and, as such, the only motor allowed on the Pond is a silent electric powered trolling motor.
- 4.4** No pumps of any type are allowed to withdraw water from the Pond for use with home sprinkler systems and any other use not approved by the Association. Emergency use for extinguishment of fires is permitted.
- 4.5** 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 Pond.
- 4.6** 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 Pond or impedes the use of the Pond. No lot shall be increased in size by filling in the Pond.
- 4.7** 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.
- 4.8** Rules and regulations for the use and enjoyment of the Pond may be promulgated by Wallace Lake. Such rules may regulate all access and uses.
- 4.9** All use of the Pond 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 the Pond.

5. 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 39 and 40 and their respective successors, heirs and assigns.


6. Amendment

Wallace Lake plans to subdivide into residential lots the tract of land adjoining the Subdivision for Unit 3, which subdivision shall be known as St. Andrews Subdivision, Unit 4. Following the filing of the subdivision plat for Unit 4, Wallace Lake agrees to amend this agreement to include those lots in said Unit 4 on which the Pond is located.


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.

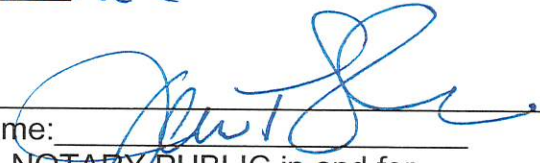
WITNESSES:

WALLACE LAKE DEVELOPMENT, L.L.C.


Print Name JEFF R Thompson

By: 
C. DeWitt Caruthers,
Manager


Print Name Ashley McKinzie


Name: _____
NOTARY PUBLIC in and for
Caddo Parish, Louisiana
Notary I.D. # _____

