

ARTICLES OF INCORPORATION

OF

TOWN SOUTH ESTATES HOMES ASSOCIATION, INC. STATE OF LOUISIANA: PARISH OF CADDO:

In compliance with the requirements of LSA R.S. 12:01-155, both inclusive, the undersigned, all of whom are residents of Caddo Parish, Louisiana. and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the Corporation is TOWN SOUTH ESTATES HOMES ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 201 Henry C. Beck Building, Shreveport, Caddo Parish, Louisiana.

ARTICLE III

Beal Locke, whose address is 201 Beck Building, Shreveport, Caddo Parish, Louisiana, and Harry R. Nelson, whose address is 201 Beck Building, Shreveport, Caddo Parish, Louisiana, are hereby appointed the initial registered agents of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Area within that certain tract of property described as:

Lot "B" and Lots One (1) through One Hundred Six (106) both inclusive, TOWN SOUTH ESTATES SECOND FILING, a subdivision of the City of Shreveport, Parish of Caddo, State of Louisiana, as per plat recorded in Book 1100, page 71 and 73, of the Records of Caddo Parish, Louisiana.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article IX herein, and for this purpose:

(a) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of Court, Caddo Parish, Louisiana,

and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a Corporation organized under the Non-Profit Corporation Law of the State of Louisiana by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. . No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article V with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article V. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration.) The Class B member(s) shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Article V, provided that the Class B membership shall cease and be converted to Class A membership on the happening of the following events:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(b) on September 1, 1977,

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

NAME	ADDRESS:
Beal Locke	P.O. Box 5577, Shreveport, La.
J. V. Hawn	P.O. Box 5577, Shreveport, La.
Clara Buckley	P.O. Box 5577, Shreveport, La.
James R. Harris	P.O. Box 5577, Shreveport, La.
Robert E. Rout	P.O. Box 5577, Shreveport, La.
J. V. Hawn, Jr.	P.O. Box 5577, Shreveport, La.
John Mahaffey	P.O. Box 5577, Shreveport, La.
Harry R. Nelson	201 Beck Bldg., Shreveport, La.
Jared Y. Evans	201 Beck Bldg., Shreveport, La.

At the first annual meeting the members shall elect three Directors for a term of one year, Three Directors for a term of two years; and three Directors for a term of Three Years; and at each annual meeting thereafter the members shall elect Three Directors for a term of Three Years. The Directors are authorized to elect a President, a Vice President, a Secretary and a Treasurer and such other officers of this corporation as they deem desirable. The first Board of Officers: to serve until their successors are duly elected and qualified are:

President & Treasurer Beal Locke

Vice President & Asst. Sec. Harry R. Nelson

Secretary Clara Buckley

ARTICLE VIII

LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at anyone time shall not exceed \$5,000.00 while there is a Class B Membership, and thereafter shall not exceed 150 per cent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTIES

- Section 1. The Association may, at any time, annex additional residential properties and common areas to the Properties described in Article IV, and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.
- Section 2. If within ten (10) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described on Exhibit "A" attached hereto and made a part hereof, such additional lands may be annexed to said Properties without the assent of the Class A members, provided however, the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted prior to annexation to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and such agency or agencies so advises the Association and the Declarant, the annexation of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

At this meeting, the presence of members or of proxies entitled to cast sixty (60%) per cent of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE X

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B Membership, if any.

ARTICLE XI

AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the Class B. membership, if any.

ARTICLE XII

AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any, agreeing to such dedication, sale or transfer.

ARTICLE XIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire Class A membership and two-thirds of the entire Class B membership, if any. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XIV

DURATION

The Corporation shall exist for ninety-nine (99) years and for as long thereafter as permissible under Louisiana Law.

ARTICLE XV

MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VIII THROUGH XIII

In order to take action under Articles VIII through XIII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty (60%) per cent of the votes of each class of membership shall constitute a quorum, except for Article IX, Section 2, where the quorum requirement is specifically set forth. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership, if any, are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XVI

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the entire membership.

ARTICLE XVII

FHA/VA APPROVAL

As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

THUS DONE AND PASSED before me, Notary, and the undersigned competent witnesses, in my office in Shreveport, Caddo Parish, Louisiana, on this the 19 day of June, 1967. WITNESSES:

/s/Mary Amonett Bybee

/s/J. V. Hawn J.V. Hawn

/s/Dorothy Winham Nuckolls

/s/Beal Locke Beal Locke

/s/Harry R. Nelson Harry R. Nelson

EXHIBIT "A"

A tract of land in Section 33, Township 17 North, Range 13 West, Caddo Parish, Louisiana, more fully described as follows: BEGINNING at an iron pipe in the Levee of the original North line of the Bagley Plantation, run thence South 870 40' West a distance of 645.5 feet to a point on the West line of Harts Island Road, run thence South 80 22' East along the West line of said road a distance of 2448.5 feet; run thence South 130 22' East along the West line of Harts Island Road a distance of 228.2 feet to an iron pipe; run thence West a distance of 2063.48 feet to an iron pipe marking the Southeast corner of the Replat of South Broadmoor Subdivision, Unit No.1, as recorded in Book 800, pages 575 and 577 of the Records of Caddo Parish, Louisiana; continue thence West along the South line of the Replat of South Broadmoor Subdivision, Unit No.1 a distance of 1040.0 feet to an iron pipe on the East right of way line of Louisiana State Highway No.1, being the Southwest corner of said sub-division; continue thence West on an extension of the South line of said subdivision and across Louisiana State Highway No.1 a distance of 447.8 feet to the Northwest corner of an existing lift station site, the point of beginning of tract herein described, said point also being on the South line of South Broadmoor Subdivision, Unit No.4, as recorded in Book 1,000, page 207 of the Records of Caddo Parish, Louisiana; run thence South 260 09' East a distance of 300 feet; thence East 22.50 feet to a point on the West right of way line of Louisiana State Highway No.1; thence South 260 09' East along the West right of way line of Louisiana State Highway No.1 a distance of 3,095.96 feet to a point on the high bank of Sand Beach Bayou; run thence South 810 32' West a distance of 195.0 feet; run thence South 890 17' West a distance of 365.0 feet; run thence North 760 03' West a distance of 655.0 feet; run thence South 850 57' West a distance of 440.0 feet; run thence North 690 33' West a distance of 440.0 feet; run thence North 810 53' West a distance of 320.0 feet; run thence North 760 24' West a distance of 268.7 feet, the preceding seven courses being along the North high bank of Sand Beach Bayou; run thence North a distance of 2,693.65 feet to a point, being the Southwest corner of Tract "C" of South Broadmoor Subdivision, Unit No.4; thence East 900.52 feet to the point of beginning, containing 122.79 acres, more or less.