

TOWN SOUTH ESTATES HOMES ASSOCIATION, INC.

STATE OF LOUISIANA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PARISH OF CADDO

THIS DECLARATION, made on the date herein after set forth by T & H. INC., a Texas Corporation, qualified to do business in the State of Louisiana hereinafter referred to as "DECLARANT",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Shreveport, Parish of Caddo, State of Louisiana, which is more particularly described as:

LOTS One (1) through One Hundred Six (1061. 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 WHEREAS. Declarant will convey said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1 **"Association"** shall mean and refer to TOWN SOUTH ESTATES HOMES ASSOCIATION. INC., its successors and assigns.

Section 2 **"Properties"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3 **"Common Area"** shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

- Section 4 **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
- Section 5 **"Member"** shall mean and refer to every person or entity who holds membership in the Association.
- Section 6 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 7 **"Declarant"** shall mean and refer to T & H, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and such purchaser is specifically designated as a "Declarant".

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

- Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, 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 for the purpose of the meeting. The presence of the members or of proxies entitled to cast sixty per cent (60%) of the votes of each class of 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 such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 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 are not present in person or by proxy, members not present may give their written assent to the action taken thereat.
- 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 either agency 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 percent (60%) 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by 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 IV

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 III with the exception of the Declarant. Class A members shall be entitled to vote for each Lot in which they hold the interest required for membership by Article III. 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. 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 III. 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 V

PROPERTY RIGHTS

- Section 1. **Members' Easements of Enjoyment.** Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:
- (a) The right of the Association to limit the number of guests of members;
 - (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
 - (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be sub-ordinate to the rights of the homeowners hereunder;
 - (d) The right of the Association to suspend the voting right and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
 - (e) The right of the Association to dedicate 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 signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance.
- Section 2. **Delegation of Use.** Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.
- Section 3. **Title to the Common Area.** The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot. Declarant specifically reserves control of said Common Area as to development, landscaping, and construction thereon or location of any building or improvement thereon, which reservation specifically requires the written approval of Declarant with respect thereto until after completion of initial construction of all homes on any Lot Described herein or contained in any annexation hereto, but not later than September 1, 1977.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner or any Lot by acceptance a deed thereafter, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the association:

(1) annual assessments or charges, and

(2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. **Basis and Maximum of Annual Assessments.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty Six & no/100 (\$36.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of two (2) years. For each succeeding period of two (2) years, provided that, any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by

proxy. At any 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. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) T & H, Inc., its successors or assigns, as to this provision specifically, shall have the option of either paying the assessment as provided herein on per lot basis or of paying the sum required to pay the costs incurred by the Association in performance of its duties in excess of the per lot contributions by other Lot Owners.

Section 4. **Special Assessment for Capitol Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, In whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capitol improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of 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.

Section 5 **Uniform_Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except as modified by provisions of Section 3(d).

Section 6 **Quorum for Any Action Authorized Under Sections 3 and 4.** At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of 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 in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. **Date of Commencement of Annual Assessments: Due Dates.** The annual assessment provided for herein shall commence as to a Lot on date construction commences

thereon or on first day of year following sale, whichever occurs first. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. **Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) per cent per annum. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof,

Section 10. **Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) The Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Louisiana. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have

been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Said thirty (30) days period shall commence to run from date of written receipt by Architectural committee of said plans and specifications which may be evidenced by return receipt after submission of said plans and specifications by certified or registered mail.

The responsibilities herein provided for the Board of Directors by the Association shall be suspended until after initial construction on homes is completed on the lots on property herein described unless an earlier date is designated by T & H, Inc., its successors or assigns. T & H, Inc., its successors or assigns, will record in the Records of Caddo Parish, Louisiana, an instrument designating the effective date for the Association to perform the responsibilities provided in Article VII, which effective date shall be not later than September 1, 1977.

ARTICLE VIII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: In the event an Owner of any lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) decision of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject.

The Association shall also provide beautification and maintenance for green area of the Boulevard entering the properties.

ARTICLE IX

USE RESTRICTIONS

Section I. **Land Use and Building Type.** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above the ground level of highest elevation on which any portion of the main building is erected, and a private garage and such outbuildings as are customarily appurtenant to dwellings,

every building except a greenhouse to correspond in style and architecture to the dwelling to which it is appurtenant. No outbuilding shall exceed the dwelling to which it is appurtenant in height, number of stories or size. A garage or carport to house at least one automobile must be provided on each lot.

Section 2. **Architectural Control Committee.** There shall be An Architectural Control Committee consisting of three (3) persons to be appointed by T & H, Inc. Each of said persons so appointed shall be subject to removal at the discretion of T & H, Inc., at any time and from time to time, and all vacancies on said Committee shall be filled by appointment of T & H, Inc. In the event of the failure of T & H, Inc. to appoint such Committee or to fill any vacancies therein, then, in such event, the owners of a majority in number of Lots in said Real Property shall have the right by written document to appoint members of said Committee or fill any vacancies therein. A majority of the Committee may designate a representative to act for it. The functions of this Committee shall be transferred to the Town South Estates Homes Association, Inc. pursuant to provisions of Article VII herein.

Section 3. **Plans and Specifications.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to natural harmony of exterior design with the existing structure and as to location with respect to topography and finished grade elevations. No fence or wall more than two (2) feet in height shall be erected, placed or altered nearer to any street than the minimum setback line. The exterior walls of all buildings constructed on any plot shall be constructed of a minimum of 75% of masonry or masonry veneer, except for windows, doors, louvers, covered porches and other decorative features that may be approved after plans and specifications are submitted and except when not practical because of design of building and said design has received the prior approval of Architectural Control Committee. No fence or wall shall be constructed higher than six (6') feet and no fence or wall shall be constructed without the prior approval of the Architectural Control Committee as to type, materials, etc.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 4. **Fees payable to the Architectural Control Committee.** The Architectural Control Committee may charge a fee for services attendant approval of plans not to exceed \$10.00 per thousand square feet of floor area or fraction thereof if plans are submitted for prior approval. Committee may charge a fee of \$100.00 per thousand square feet of total floor area or fraction thereof, plus any attorney's fees, if plans are submitted after construction has begun.

Section 5. **Dwelling Size.** No dwelling erected on any Lot shall contain less than one thousand two hundred (1,200) square feet, heated area only, exclusive of garages, car ports, storage

and other open area. A minimum of one thousand (1,000) square feet as herein defined is required on first floor level of one and one-half and two story structures.

- Section 6. **Roof.** No roof shall be constructed on a dwelling with less than a slope of-two (2') feet each twelve (12') feet of roof except over porches or when used as a sundeck on the rear of the dwelling.
- Section 7. **Lot Size.** No dwelling shall be erected or placed on any Lot platter other than as shown on the approved plat unless approved by T & H, Inc. No residential lot or lots shall be resubdivided without approval of T & H, Inc. The special approval of T & H, Inc. provided in this paragraph terminates September 1, 1977.
- Section 8. **Building Location.** No building shall be located on any lot nearer to the front lot line than thirty (30') feet or nearer than five (5') feet to the side street line, or in the event of a corner lot, nor nearer than fifteen (15') feet to a side street line.
- Section 9. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5') feet of each lot.
- Section 10. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unsightly condition shall be created on any lot or permitted to remain thereon which specifically, without limitation by reference thereto, prohibits the storage and/or repair of a wrecked vehicle and/or vehicles on said premises.
- A determination by the Architectural Control Committee that any activities or conditions constitutes a nuisance under these provisions shall be conclusive evidence thereof.
- Section 11. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- Section 12. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period. Signs of a larger size advertising the subdivision may be erected by the development company.
- Section 13. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick, or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.
- Section 14. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

- Section 15. **Garbage and Refuse Disposal.** No Lot shall be used for or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and screening provided therefor as approved by Architectural Control Committee.
- Section 16. **Sight distance at Intersection.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corner, 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 pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- Section 17. **Drainage.** For drainage purposes, the grades and low elevations as left by the Developer shall be considered the natural drainage.
- Section 18. **Transport Vehicles.** Trucks shall not be permitted to park on the streets, driveways or lots overnight, and no vehicles of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.
- Section 19. **Water Supply.** No individual water supply system shall be permitted on any Lot, unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Shreveport and the Caddo-Shreveport Health Unit. Approval of such system as installed shall be obtained from such authority and T & H, Inc. prior to construction. The special approval of T & H, Inc. provided in this paragraph terminates September 1, 1977. .
- Section 20. **Relocation of Buildings.** Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a lot and remodeling or converting same into a dwelling unit in this subdivision.
- Section 21. **Completion of Construction.** Construction of a home on a Lot, once started, must be diligently pursued and completed within a reasonable time.

ARTICLE X

GENERAL PROVISIONS

- Section 1. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by

the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **Severability.** Invalidation of any one of these covenants or restrictions by Judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners. Any amendment must be properly recorded.

Section 4. **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, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

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.

/s/ Harry R. Nelson

Harry R. Nelson – Notary Public