

## By-Laws

### TOWN SOUTH ESTATES HOMES ASSOCIATION, INC.

As codified on the 12th day of April, 2006, with all changes/deletions/additions as of the 13th day of December, 2005

#### ARTICLE I

NAME AND LOCATION. The name of the Corporation is TOWN SOUTH ESTATES HOMES ASSOCIATION, I NC., hereinafter referred to as the "Association". The principal office of the corporation was originally located at 201 Beck Building, Shreveport, Louisiana. We do not maintain a permanent physical office, but we do maintain P.O. Box 5843, Shreveport, LA 71135. Meetings of members and directors may be held at such places within the State of Louisiana, Parish of Caddo, as may be designated by the Board of Directors.

#### ARTICLE II

##### 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 described in the Declaration of Covenants, Conditions and Restrictions, 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 a membership in the Association.
- Section 6      **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the 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".
- Section 8      **"Declaration"** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Court, Caddo Parish, Louisiana.

#### ARTICLE III

##### MEMBERSHIP

- Section 1      **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.

Section 2       **Suspension of Membership.** During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

## ARTICLE IV

### PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1       Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

Section 2       Irrespective of the fact that Section 1 (b) of Article V of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, this right shall not be exercised as to members for a period of five years from the date of the recordation of the Declaration, and after this period, only upon written approval of two-thirds of the entire Class A membership.

## ARTICLE V

### BOARD OF DIRECTORS

Section 1       **Number.** The affairs of this Association shall be managed by a Board of nine (9) Directors, who must be members in good standing of the Association at the time of their respective elections, and must continue as members in good standing of the Association throughout their term of office.

Section 2       **Election.** At the first annual meeting the members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years and three (3) Directors for a term of three years; and at each annual meeting thereafter the members shall elect from their number three directors for a term of three years.

Section 3       **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Should a Director fail to meet all of the qualifications of his office at any time during his term, he shall be removed from the Board and his position declared vacant at the first meeting of the Board following default in the qualifications if said default has not been remedied prior to such meeting. In the event of the death, resignation or removal of a Director, the Board shall declare his office vacant and shall appoint a member of the Association to fill said vacancy from the date of such appointment until the next following general meeting. At said next following general meeting, the members shall elect one of their members to fill said position of Director for the unexpired term thereof.

Section 4       **Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties, and for professional services which may be rendered by him upon the vote of a majority of the Board.

Section 5       **Action Taken without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the

directors.

## ARTICLE VI

### MEETINGS OF DIRECTORS

- Section 1     **Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
- Section 2     **Special Meetings**   Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days notice to each Director.
- Section 3     **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### NOMINATION AND ELECTION OF DIRECTORS

- Section 1     **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.
- Section 2     **Election.**   Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- Section 1.     **Powers.**   The Board of Directors shall have the power:
- (a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
  - (b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
  - (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of

the Board of Directors; and,

(d) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. **Duties.** It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided herein and in the Declaration;

(1) to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII, and

(2) to send written notice of each assessment to every Owner subject thereto to at least thirty (30) days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

(f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) To cause the Common Area to be maintained; and

(h) To cause the exterior of the dwellings to be maintained.

## ARTICLE IX

### COMMITTEES

Section 1 The president shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these By-Laws, such appointments to be made with the advice and consent of the Board. The President shall likewise, with the advice and consent of the Board appoint such other committees as deemed appropriate in carrying out its purpose such as:

(1) A **Recreation Committee** which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;

(2) A **Maintenance Committee** which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion, determines;

(3) A **Publicity Committee** which shall inform the members of all activities and functions of the

Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association; and,

(4) An **Audit Committee** which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8(d). The Treasurer shall be an ex officio member of the Committee.

(5) A **Covenant Arbitration/Mediation Committee** which shall establish, maintain and conduct according to Rules and Regulations to be adopted by them, approved by the Association and promulgated to the membership, a procedure and/or proceeding for amicable resolution of disputes relating to enforcement and/or compliance with covenants, conditions and restrictions of this Association between members thereof and/or a member(s) and the Association through voluntary binding arbitration, voluntary mediation and/or voluntary conciliation, provided that the rules and regulations of the Committee may be modified by the Board at any time.

Section 2      It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## ARTICLE X

### MEETINGS OF MEMBERS

Section 1.      **Annual Meetings.** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular Annual Meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of eight (8) o'clock P.M. until the Annual Meeting for the year 1976. If such Annual Meeting should be a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Commencing with the Annual Meeting for the year 1976, i.e., the Annual Meeting which would otherwise be held in February, 1976, and continuing for each Annual Meeting thereafter, the Annual Meeting shall be during the first week of December of the preceding year at a date, place and time to be selected by the Board, so that the first Annual Meeting held under this clause shall be held during the first week of December, 1975, and so on, each in turn, provided that the Board shall give thirty (30) days written notice to the members of the date, place and time of each such Annual Meeting.

Section 2      **Special Meetings.** Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3      **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4      **Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5 **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE XI

### OFFICERS AND THEIR DUTIES

Section 1 **Enumeration of Offices.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3 **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4 **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5 **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 **Vacancies.** A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7 **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article except the President also may be Treasurer.

Section 8 **Duties.** The duties of the officers are as follows:

#### PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

#### VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

#### SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

## TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the members.

## ARTICLE XII

### ASSESSMENTS

- Section 1      **Creation of the Lien and Personal Obligation of Assessments.** By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. 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 and 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 of 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.** The Board of Directors shall each year hereafter prepare an itemized budget of recommended expenditures by the Association for the ensuing fiscal year. The total amount of recommended expenditures in said budget shall be divided by the total number of lots in the Association to determine the proposed annual assessment for said ensuing fiscal year. Not less than thirty (30) days prior to each Annual Meeting, commencing with the Annual Meeting to be held in December, 1975, the Board shall distribute copies of the proposed budget and annual assessment to the members of the Association. The Board shall present the proposed budget and annual assessment at the said Annual Meeting for adoption and/or amendment and adoption. Upon the affirmative vote of a majority of the votes cast on said proposition, the budget and annual assessment shall be adopted, provided that should the proposed budget and annual assessment represent an increase therein over and above the preceding year's budget and annual assessment in an amount in excess of the commensurate increase in Consumer's Price Index computed as set forth herein above, the vote required for adoption of the proposed budget and annual assessment shall be increased to 2/3 of the votes cast. Should the proposed budget and annual assessment as originally offered (or as may have been amended) fail to receive a sufficient number of votes for the adoption of any reason, including but not limited to absence of a quorum, the annual assessment for the ensuing fiscal year shall be an amount identical to the annual assessment for the preceding year. In such an event, the Board shall prepare a second budget which shall not exceed the revenues to be generated by anticipated payment of the prior year's annual assessment, and present same for adoption at a special meeting of the membership to be held not more than thirty (30) days following the said Annual Meeting, and upon such notice as is required for special meetings.
- Section 4      **Method of Computation When Using the Consumer Price Index.** The Consumer Price Index establishes the United States City Average numerical rating for the month of July, 1964 at 108.3%. This will be the base rating. To determine the percentage to be applied to the maximum annual

assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index for the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of 100 percentum, is multiplied by the original maximum annual assessment to obtain the maximum assessment for the subsequent year.

- Section 5      **Special Assessments for Capital 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 capital 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 6      **Uniform Rate.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.
- Section 7      **Quorum for Any Action Authorized Under Sections 3 and 5.** For the purpose of adopting the budget and fixing the annual assessment as provided in Section 3 above, and for the purpose of capital improvement assessments as provided in Section 5 herein above, the presence at the Annual Meeting of the members, including those present in person or through proxies, who are entitled to cast 25% of all the votes of the membership shall constitute a quorum. Should a special meeting be required for the adoption of a revised budget due to failure by the Association to adopt the budget and assessment proposed by the Board, as may be amended, at the Annual Meeting, the presence at the said special meeting of members, either personally or through proxies, who are entitled to cast 10% of all the votes of the membership shall constitute a quorum.
- Section 8      **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 the 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 9      **Effect of Non-Payment 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, and the Association may bring an action of law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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 10     **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 11     **Exempt Property.** The following property subject to the Declaration shall be exempt from the

assessments created therein: (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 XIII**

**BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XIV**

**CORPORATE SEAL**

The Association may have a seal in circular form having within its circumference the words: "Town South Estates Homes Association, Inc., Caddo Parish, Louisiana", or an abbreviation thereof.

**ARTICLE XV**

**AMENDMENTS**

- Section 1      These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.
- Section 2      In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XVI**

**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

THUS DONE in Shreveport, Caddo Parish, Louisiana, on this the 12th day of April, 2006.

**DIRECTORS:**

- Eric P. Oliver\_\_\_\_\_
- Kareem I. Meiki\_\_\_\_\_
- William A. Butscher\_\_\_\_\_
- Dolores W. Hackler\_\_\_\_\_
- Harold G. Ashcraft\_\_\_\_\_
- Robert L. Benard, Jr.\_\_\_\_\_
- Mary Evelyn Butscher\_\_\_\_\_
- Bob J. Knighton\_\_\_\_\_
- James E. Whisonant\_\_\_\_\_

## CERTIFICATION

I, the undersigned, do hereby certify: THAT I am the duly elected and acting secretary of Town South Estates Homes Association, Inc., a Louisiana Corporation, and, THAT the foregoing By-Laws as amended and codified the 13th day of December, 2005, constitute the full and complete amended By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 12<sup>th</sup> day of April, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 12th day of April, 2006

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SECRETARY

## 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 8022' 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 26009' 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 26009' 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 81032' 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.