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**BY-LAWS
OF
CORNERSTONE OF LOUISIANA HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

RECORDED AND INDEXED
BOSSIER PARISH, LA
2020 JAN 15 P 3:08

The name of this corporation is Cornerstone of Louisiana Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 6420 Highway 792 North, Castor, Louisiana 71016, but 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 11

DEFINITIONS

Section 1. "Association" shall mean and refer to Cornerstone of Louisiana Homeowners 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 Owners.

Section 4. "Lot" shall mean and refer to any plat of land shown upon that certain plat of Cornerstone Subdivision recorded in Book 1207, Page 520 of the Conveyance Records of Bossier Parish, Louisiana, and such other properties as may be annexed pursuant to the terms of the Declaration. The term "Lot" shall not include Common Area.

Section 5. "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 6. "Declarant" shall mean and refer to Red Oak Properties, L.L.C., 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 be so designated by Red Oak Properties, L.L.C.

Section 7. "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 of Bossier Parish, Louisiana.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

State of Louisiana, Parish of Bossier
I hereby certify this to be a true and correct copy of an original instrument filed in my office on the date and hour and under the registry number stamped here-
Conveyances - Volume _____ Page _____
Mortgages - Volume _____ Page _____
Given under my hand and seal of office on this the _____ day of _____, 2020.
Deputy Clerk and Ex-Officio Deputy Recorder
Parish of Bossier, State of Louisiana

ARTICLE III

MEETING 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. Each subsequent regular annual meeting of the Members shall be held on the second Tuesday of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour of the first day following that which is not a legal holiday.

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 Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction 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 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 IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Four (4) directors, who need not be Members of the Association.

Section 2. Term of Office. The initial Board of Directors shall serve a term of five (5) years. At the first annual meeting thereafter, the Members shall elect two directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the Members shall elect two directors for a term of three year.

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. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

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.

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 affect as though taken at a meeting of the Directors.

ARTICLE V

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 VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice as 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 of 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

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) 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) suspend the voting rights during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a Member of the Board of Directors be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) 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 to:

- (a) 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) supervise all officers, agents and employees of this Association; and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (3) days in advance of each annual assessment period; and
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained and, upon a decision by the Board to do so, maintain the front yards of the Lots.

ARTICLE VIII

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 who 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 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 by appointment by the Board. The officer appointed 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.

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 be that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, notes, loan agreements, deeds and other written instruments necessary to carry on the business of this Corporation and may 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; may, if deemed necessary by the board, 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 of each to the Members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

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 XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the Assessment is made. 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 12% percent per annum, and the Association may bring a action at 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 nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: CORNERSTONE OF LOUISIANA HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII

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.

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.

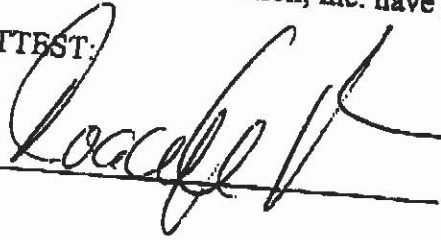
ARTICLE XIV

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 the incorporation.

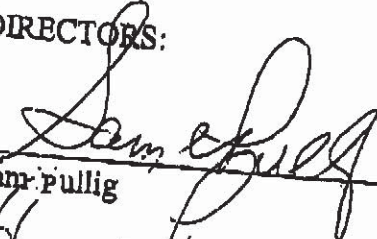
IN WITNESS WHEREOF, we being all of the Directors of the Cornerstone of Louisiana Homeowners Association, Inc. have hereunto set our hands this 4th day of November, 2003.

ATTEST:

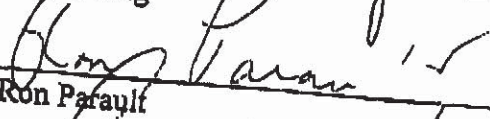


Deanne Sturdivant

DIRECTORS:



Sam Pullig



Ron Pafault



Lee Mudd



-NOTARY PUBLIC

795581

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

JAN 15 P 3:04

**OF
CORNERSTONE OF LOUISIANA HOMEOWNERS ASSOCIATION,
INC.**

CLERK & EX-OFFICIO
RECORDER

THIS DECLARATION, made on the date hereinafter set forth by the undersigned duly authorized members of Red Oak Properties, L.L.C. a limited liability company organized and existing under the laws of the State of Louisiana, hereinafter collectively referred to as "Declarant".

WITNESSETH:

Whereas, Declarant is the owner of certain property in or to be annexed by the City of Haughton, Parish of Bossier, State of Louisiana, which is more particularly described as:

CORNERSTONE, UNIT NO. 1, a subdivision of the City of Haughton, Bossier Parish, Louisiana, as per plat thereof filed in Book 1207, Page 520 of the Conveyance Records of Bossier Parish, Louisiana.

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, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

State of Louisiana, Parish of Bossier
I hereby certify this to be a true and correct copy
of an original instrument filed in my office on the date
and hour and under the registry number stamped here-
on
Conveyances-Volume 1229 Page
to be recorded in Mortgages-Volume Page

Given under my hand and seal of office on this the
15 day of Jan 2004
[Signature]
Deputy Clerk and Ex-Officio Deputy Recorder
Parish of Bossier, State of Louisiana

Section 1. "Association" shall mean and refer to Cornerstone of Louisiana Homeowners Association, Inc., its successors and assigns.

Section 2. "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 3. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lot ____, Cornerstone, Unit No. 1 as per plat recorded in Book ____, Page ____ of the Conveyance Records of Bossier Parish, Louisiana, together with all improvements located thereon.

Section 5. "Lot" shall mean and refer to any plot of land shown upon those certain plats of Cornerstone Unit No. 1 recorded in Book ____ Pages ____ of the conveyance Records of Bossier Parish, Louisiana, and such other properties as may be annexed pursuant to the terms of this Declaration. The term "Lot" shall not include Common Area.

Section 6. "Declarant" shall mean and refer to RED OAK PROPERTIES, L.L.C., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and is so designated by Declarant herein.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant except as herein provides at termination of Class B membership, if more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they 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 and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) On December 31, 2020, or
- (c) At option of Declarant.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, as deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, which may include repairs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and attorney's fees, 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 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 for delinquent assessments 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 to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the common area and facilities located thereon.

Section 3. Basis and Maximum of Annual Assessment of Charges. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, no assessment or charge shall be due. Lots with or without improvements shall be assessed at \$250.00 per year, payable annually. Assessment shall be prorated for year of purchase from Declarant.

- (a) Maximum assessment charges shall begin on the happening of one of the following events, whichever occurs first:
 - (1) When the residence is occupied, or
 - (2) 180 days after conveyance of a Lot.
- (b) Annual payment of the annual assessment shall not be pro-rated. All payments are due in advance on the 1st day of January of each year. Payment shall be considered past due on the 10th day of January. An additional \$10.00 fee shall be applied each month the payment (with late fees) remains unpaid.
- (c) The late fee may be adjusted at the discretion of the Board of Directors. This fee shall be a minimum of \$10.00 per month. Should the annual assessment be increased above \$600.00 per year the late fee shall not exceed 20% of the annual payment. Any variance from this procedure shall be by vote of the Board of Directors.
- (d) 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 by not more than six percent (6%) effective January 1 of the following year without a vote of the membership. The assessment must be calculated annually from the maximum prior year's basis, which establishes the maximum assessment.

- (e) 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 by more than six percent (6%) 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 a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) 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 assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (f) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment or charge at an amount not in excess of the maximum herein above provide for.

Section 4. 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including 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.

Section 5. Notice and Quorum for any Action authorized Under Article III Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Article III Section 3 or 4 shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each class of Lots and may be collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 and may be established for annual payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8: Effect on Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, abandonment of his Lot, or private maintenance of his Lot. In addition to such remedies as are available to the Association hereunder or under applicable Louisiana law, the Association may, following an affirmative majority vote of those Directors present at a duly constituted Board of Directors meeting, and delivery to the Lot Owner at the most current address published in the local telephone directory of a copy of such Board action by registered mail or by posting notice on said Lot, terminate the supply of water to the

Lot. Membership privileges and voting rights shall automatically be suspended for non-payment of any dues or other assessment not paid when due.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments 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.

Article IV

ARCHITECTURAL CONTROL

Section 1. Structures. No building, fence, wall, swimming pool, appurtenant structure, or other structure shall be commenced, erected or maintained upon any Lot, 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 Control Committee composed of two (2) 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, by registered mail, or with signed receipt of personal delivery, approval will not be required and this Article will be deemed to have been fully complied with. In no event shall the failure of the Board or its designated committee to approve or disapprove said plans, constitute approval to violate any articles herein. Guidelines for minimum requirements will be maintained by the Architectural Control Committee at the direction of the Board of Directors. The guidelines shall be available by request.

Section 2. Other Site Improvements. The Architectural Control Committee shall establish minimum requirements for Lot improvements visible to the public. The guidelines shall include, but not be limited to, specifics concerning grass, plant, and tree selection and placement, sprinkler system installation, and all other site improvements in public view. Approval procedures shall be the same as those outlined in Article IV, Section 1. Front yard landscape beds shall be completed at same time the improvements are completed and plants approved by Architectural Control Committee put in place. Architectural Control Committee approval shall be necessary for the removal of any trees at any time other than those downed by acts of God which shall be immediately cleared from any lot by lot owner.

ARTICLE V USE RESTRICTIONS

Section 1. Land Use and Building Type for Lots. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed and permitted to remain on any Lot other than one 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 out-buildings as are customarily appurtenant to dwellings, every building except a greenhouse is to correspond in style and architecture to the dwelling to which it is appurtenant. No outbuilding whether permanent or portable in nature shall exceed the dwelling to which it is appurtenant in height, number of stories and 400 square feet in size, and shall be obscured from public view. All roofs shall be of same shingles as dwelling. Approval of all structures described herein shall be as described in Article IV, Section 1 above.

Section 2. Fees Payable to the Architectural Control Committee. The Architectural control Committee may charge a fee for services attendant to 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. The Committee may charge a fee of \$100.00 per thousand square feet of total floor area or fraction thereof, plus reasonable attorney's fees, if the plans are submitted after

construction has begun. The Committee may also charge a reasonable fee for the review and/or approval of plans for any improvements, other than the residential structure itself, allowed beneath Article IV herein.

Section 3. Dwelling Size. No dwelling erected on any Lot shall contain less than 1750 square feet, heated area only, exclusive of garages, carports, storage and other open area.

Section 4. Lot Size. No dwelling shall be erected or placed on any Lot platted other than as shown on the recorded plat unless approved by Declarant. No residential Lot or Lots shall be resubdivided without approval of Declarant. The special approval of Declarant provided in this paragraph terminates December 31, 2025. Should an owner acquire two adjoining lots and desire that the improvements be located upon the dividing line separating the two lots, then the Architectural Control Committee may waive the sideline setbacks and approve the location of the improvements.

Section 5. Easements and Setbacks. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. All residences shall be constructed on the front set-back line unless a special exception is given by the Architectural Control Committee. However, no structure shall be located upon any Lot nearer to the dedicated street than the setback line shown on the subdivision plat of the Properties and, in addition, there shall exist a minimum setback of thirty (30') from the rear lot line and fifteen feet (15') from each side lot line for all structures. Under no circumstances shall the side setback be less than fifteen feet (15').

Section 6. 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 limitations by reference thereto, prohibits the storage and/or repair of a wrecked vehicle and/or vehicles on said premises.

Section 7. 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. Additionally, no portable building or prefabricated building shall be located upon any Lot except as provided during construction of the primary improvements; said approval may not exceed 180 days.

Section 8. 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, rent, or signs used by builder to advertise the property during the construction and sales period. Signs of a larger size advertising the subdivision may be erected by the Declarant.

Section 9. 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. Declarant reserves unto himself any oil, gas or other minerals located beneath the surface of properties, but shall not use the surface of said properties for the collection or retrieval of said minerals.

Section 10. 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 purpose. All pets shall be on a leash when anywhere in the subdivision other than when on the pet owners lot.

Section 11. Garbage and Refuse Disposal. No Lot shall be used for or maintained as a dumping ground for rubbish; trash, garbage or other waste. No construction rubbish shall be buried on any lot. Equipment for the storage or disposal of household wastes shall be kept in

clean and sanitary condition, and screening provided therefore as approved by the Architectural Control Committee.

Section 12. Drainage and Erosion. For drainage purposes, the grades and low elevations as left by the Developer shall be considered the natural drainage. It shall be the responsibility of each lot owner to control erosion into subdivision streets, drainageways and lakebeds – both during and after construction.

Section 13. Transport/Recreational Vehicles. Trucks exceeding ¾ tons shall not be permitted to park on any of the Lots overnight, and no vehicles of any size which normally transport inflammatory or explosive cargo may be kept in this subdivision at any time. No vehicle shall be parked on the streets overnight. No boats, trailers, campers, recreational vehicle or similar vehicles shall be parked in public view on any Lot or street overnight but shall be parked on concrete pad, not in public view. No vehicles without current registration plates and safety inspection stickers shall be kept on any Lot at any time.

Section 14. Fencing. No fence or wall shall be erected, placed or altered nearer to any street than the front of the house built on any lot. No fence or wall shall be constructed higher than six (6) feet and no fence or wall shall be constructed without prior approval of the Architectural Control Committee as to type, materials, acceptable construction practices, style, or location only wood panel or black coated cyclone fencing will be approved. All fencing must be installed by a licensed fencing contractor. Should any perimeter fencing along the rear or side of any lot be constructed by the developer, it shall be the Lot Owner's responsibility to maintain said fence. Failure to do so shall cause the Association to perform the required maintenance and invoice the Lot Owner for the expense thereof. Lot owners of Lots 1-9 of Unit 1 shall all construct a rear fence of solid wood panels all of same material as to clock views from street. Any swimming pools, Jacuzzi or other water retaining apparatus shall require the yard to be fenced.

Section 15. 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 onto a Lot and remodeling or converting same into a dwelling unit in this subdivision.

Section 16. Construction. Construction of a home on a Lot, once started, must be diligently pursued and completed within twelve months of commencement. The Owners shall be responsible for encroachment of silt upon the dedicated street area and sidewalks and shall be responsible for the cleanup costs of trash and dirt occasioned by the construction process.

Section 17. Antennas. Any satellite dish or antenna and their placement must be approved as described in Article IV, Section 1 above and any dish shall not exceed 16" in diameter and placed in any location which would be visible from the street. No "HAM" radio or other antennas of a height greater than the house shall be erected on any lot.

Section 18. Lighting and Mailboxes. The Owner of each Lot shall purchase, install and maintain in an operable manner a light fixture that will be approved by the Architectural Control Committee, said light fixture to be controlled by an automatic photo electric cell so as to illuminate at dusk and go off at dawn. Such light fixtures shall be located on each Lot as designated by the Architectural Control Committee. Replacement of the bulbs and photoelectric cell, as needed shall be the responsibility of the Owner. Mailboxes shall all be of a type and style approved by the Architectural Control Committee. The location and styles of mailboxes shall be determined by the Architectural control committee. The Architectural Control Committee shall designate a retail outlet from whom lot owners may purchase mailboxes and light fixtures so that they are all the same.

Section 19. Roofs. All roofs on whatever part of the residence situated on any lot shall have a pitch not less than 9/12, and constructed of architectural singles except as specifically approved by the Architectural Control Committee.

Section 20. Garages and Driveways. A garage capable of storing two full size automobiles side by side, and attached to the residential dwelling shall be built on each lot. Said garage shall have doors that must be kept closed at all times and said doors or entrance shall not face the front of the lot. All driveways shall be in concrete construction with a minimum culvert size of 18 inches with concrete head wells on both ends. All garages and driveways designs and locations shall be part of plans approved by Architectural Control Committee.

Section 21. Unimproved Lot Maintenance & Unimproved. Lots may be kept in a natural state or cleared. However, any downed or partially downed trees shall be removed to a stump level no more than eighteen inches from the ground. All rubbish, and debris shall be kept cleared for the lot at all times.

Section 22. Ruins. Any structure damaged or destroyed by any casualty must be rebuilt or demolished within six (6) months from the date of the occurrence of the casualty. Repair and rebuilding must be approved in writing by the Architectural Control Committee prior to commencement of repair or rebuilding. If enforcement by the Architectural Control Committee of this provision is required, the offending lot owner shall be liable for damages, cost of demolition or repair, costs of enforcement and attorney fee.

ARTICLE VI

GENERAL PROVISIONS

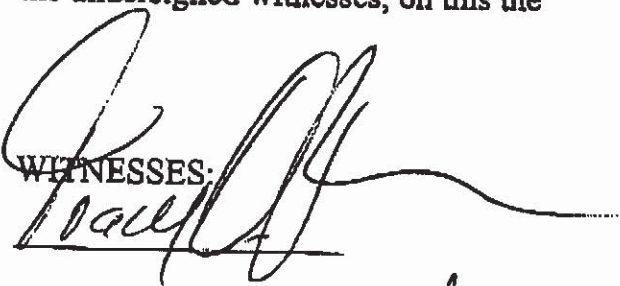
Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

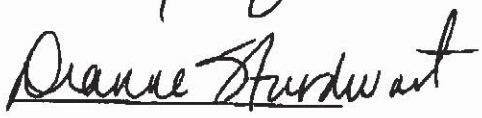
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

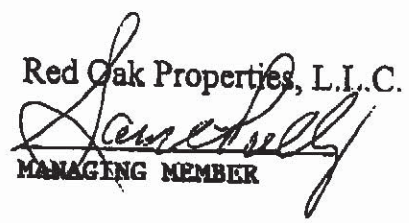
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided such amendment does not create a more stringent restriction upon the owner of any lot. It shall require 100% approval of all lot owners to impose more stringent restrictions and obligations on any Lot Owner. Any such amendment must be recorded in the records of Caddo Parish, Louisiana.

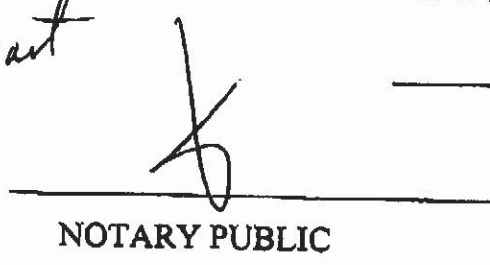
Section 4. Annexation. The Declarant may annex additional residential properties without the necessity of the approval of Class A members.

THUS DONE AND PASSED before me, the undersigned Notary, and in the presence of the undersigned witnesses, on this the

WITNESSES:



Dianne Sturdivant

Red Oak Properties, L.L.C.

MANAGING MEMBER


NOTARY PUBLIC