

STATE OF LOUISIANA
 PARISH OF CADDO
 I hereby certify this to be a full and true copy of an original instrument filed in my office by the date and hour and under the Registry Number stamped hereon to be recorded in the
 Conveyance
 Mortgage
 Chattel Mortgage
 Given under my hand and seal of office on said date at
 Records.
 CLERK & EX-DEPUTY RECORDER

**DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 OF
 TWELVE OAKS HOMEOWNERS ASSOCIATION, INC.**

1917455
 GARY LOFTIN
 CLERK OF COURT

THIS DECLARATION, made on the date hereinafter set forth by the undersigned duly authorized officer of Shreveport Development Corporation, a corporation 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 Caddo Parish Louisiana, which is more particularly described as:

Twelve Oaks Unit No. 1 as per plats thereof filed in the Conveyance Records of Caddo Parish, Louisiana, in Book 4050, Pages 17, 18 & 19 respectively.

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

Section 1. "Association" shall mean and refer to Twelve Oaks 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 hereinabove described, and such additions thereto as may hereafter be brought within the 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

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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 1000, Lot 1001 and Lot 1002, Twelve Oaks Unit No. 1, as per plat thereof recorded in Book 4050, Pages 17, 18 & 19, and Lot 1003 and 1004 Middleton Place Unit 1, as per plat thereof recorded in Book 4050, Pages 20 & 21, respectively of the Conveyance Records of Caddo Parish, Louisiana

Section 5. "Lot" shall mean and refer to any plot of land shown upon those certain plats of Twelve Oaks Unit No. 1 recorded in Book 4050, Pages 17, 18 & 19, respectively, of the Conveyance Records of Caddo 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 Shreveport Development Corporation, their successors, and assigns.

Section 7. "Subdivision" shall mean Twelve Oaks Unit 1, and any additional units as may be annexed pursuant to the terms of this Declaration.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot that 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 that 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, 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 or Unit.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either 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

ARTICLE III

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 of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (1) Annual assessments, fees or charges, and
- (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable 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 the assessment was due. On each and every Lien filed by the Association, costs shall include but not be limited to an additional \$1,500.00 grievance fee due the Association. The personal obligation for the delinquent assessments shall not pass to his successor in title and shall be paid or extinguished prior to title conveyance.

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, the maximum assessment or charge shall be \$250.00 per lot per year.

- (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 by not more than five percent (5%) effective January 1 of each year without a vote of the membership.

- (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 by more than five percent (5%) 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 a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (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 or change at an amount not in excess of the maximum hereinabove provided 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 under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, sixty percent of the presence of members and or of proxies entitled to cast votes shall constitute a quorum. If the required quorum is not present, the purpose of the meeting may be discussed but not voted on, and another meeting may be called subject to the same notice and quorum requirements.

Section 6. Uniform rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each class of Lots and

shall be billed separately in total as they become due. The Board of Directors may allow payment of any annual or special assessment on a monthly basis, provided that a request from the Lot Owner is made in writing prior to the billing of said assessment.

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

The Annual assessments provided for herein shall commence as to all Lots on January 1st of the year immediately 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 Board of Directors shall establish the Due Date. 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 or Unit 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 of Nonpayment of Assessments, Fees and other charges: Remedies of the Association:

Any assessment, fee or charge 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 assessment or fee, or file a Lien against the property. No owner may waive or otherwise escape the liability for the assessments or fees provided for herein by non-use of the Common Area or abandonment of his Lot. Following an affirmative majority vote of those Directors present at a duly constituted Board of Directors meeting, the Association may effect such other remedies as are available to the Association hereunder or under applicable Louisiana law, and deliver to the Owner of said Lot a copy of such Board action.

Section 9. Subordination of the Lien to Mortgage: The Lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in Lien thereof, shall not extinguish the assessment lien as to the payments and interest that are due prior to the 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

No Building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot in this Subdivision, 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 the 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 three (3) or more representatives appointed by the Board.

The Architectural Control Committee shall approve all plans for Twelve Oaks based upon the following criteria, or other criteria that may be adopted by the committee.

1. The exterior of the home shall be constructed using Brick, stucco or other masonry products. Alternative materials may constitute a maximum of 40% of each of the elevations. Alternative siding materials shall consist of cement fiber siding from James Hardie or equal; solid core vinyl siding from Crane performance siding or equal; or other siding materials approved by the Architectural Control Committee.
2. All homes shall have either a side or rear entry with the exception of those homes on lots 24 through 45 in Twelve Oaks Unit 1, or those lots designated as front entry lots on future plats annexed hereto.
3. All roofs shall have a pitch equal to or greater than 9 /12 and shall be covered with a 225 lb 30 year warranty architectural asphalt shingle equal to or greater than Certainteed Landmark 30
4. All windows shall be double insulated.
5. All fencing shall comply with Section 14 detailed below. High quality vinyl fencing products are acceptable.
6. All fireplace chimneys shall be constructed of brick, stucco or natural stone utilizing clay flue tiles, or pre fabricated fireplaces on which all exterior portions of any metal flue shall be so covered so as to insure that no metal components of the flue pipe are visible from the street.

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 three 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 other out-buildings 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 and size.

Section 2. Plans and Specifications. No building, fence, wall or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structures have been approved by the Board of Directors or it's Architectural Control Committee as to the type of construction and materials used, harmony of exterior design with the existing structure, and as to location with respect to topography, drainage and finished grade elevations.

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 the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 3. Fees payable to the Architectural Control Committee. The Architectural Control Committee may charge a fee for services for the approval of plans not to exceed \$25.00 per main dwelling and \$10.00 for any outbuilding, fence or other structure. The Committee may charge a fee of \$250.00 plus reasonable attorney's fees if plans are submitted for approval after construction has begun.

Section 4. Dwelling Size. No dwelling erected on any Lot shall contain less than 1,850 square feet of heated area, exclusive of garages, porches, storage and other open areas.

Section 5. Lot Size. No dwelling shall be erected or placed on any Lot platted other than as shown on the approved plat as recorded in the records of Caddo Parish, Louisiana unless approved by the Declarant. No residential Lot or Lots shall be re-subdivided without the approval of the Declarant. The special approval of Declarant provided in this paragraph terminates December 31, 2020.

Section 6. Easements and Setbacks. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. In addition, and as specified of each recorded plat, an easement where necessary for the reasonable overhang of a roof is hereby established. Measured at the foundation line, 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 fifteen feet (15') from the rear lot line and five feet (5') from any side lot line. All homes shall have either a side or rear entry with the exception of those homes on lots 24 through 45 in Twelve Oaks Unit 1, or those lots designated as front entry lots on future plats annexed hereto

Section 7. 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 the premises.

Section 8. Temporary Structures. No structure of a temporary character, trailer, 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.

Section 9. 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 the builder to advertise the property during the construction and sales period. The Declarant, on any vacant lot leading into the subdivision, may erect larger signs advertising the subdivision.

Section 10. 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, 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 wells shall be erected, maintained, stored or permitted on any Lot.

Section 11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or Unit, except for dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or kept outdoors. The Association shall have the right to regulate policies concerning pets' usage of the Common Area.

Section 12. Garage and Refuse Disposal. No Lot shall be used for or maintained as a dumping ground for rubbish, trash, garage or other waste, except for approved sanitary containers. No incinerators or other equipment for the storage or destruction of any waste material shall be kept on any Lot with the exception of a compost container which must be kept in a clean, sanitary and odor free condition and whose location and the type of screening of such must be approved by the Architectural Control Committee.

Section 13. Drainage. For drainage purposes, the grades and elevations as left by the original development shall be considered part of the drainage plan for the Properties. Any variance by any builder or Owner must include a grading and drainage plan prepared by a licensed civil engineer in accordance with the local regulatory codes or ordinances governing storm water management.

Section 14. Fencing. No fence, wall or other natural mound more than two (2) feet in height shall be erected, placed or altered nearer to any street than the minimum setback line. All rear yard fencing shall be placed as close as possible to the property line, and shall consist of 2" diameter galvanized steel posts anchored in concrete 18" into undisturbed soil and placed no further apart than 10'. All fencing materials shall be either Hardie Plank, wrought iron, high quality approved vinyl or select cedar timber stained with an approved color. No fence or wall shall be constructed higher than six feet (6') and no fence or wall shall be constructed without the prior approval of the Architectural Control Committee as to the type, materials, acceptable construction practices and style.

An adjacent Owner may elect to attach to an existing adjacent fence for the purpose of installing fencing, provided that said Owner notify the adjacent owner of his intent to do such; obtain the approval of the adjacent owner and the Architectural Control Committee; and have professionally installed new rails and bolts in such a way that the rail installation or fencing material it is not visible to the adjacent Owner.

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 for the purpose of occupying, 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 a reasonable time. Should construction exceed 180 days, and without a written plea for additional time by the Owner to complete said home, the Association may assess a charge of \$500.00 per day for each day said home is not completed beyond the 180 days from the date the construction permit was issued. Should the Owner fail to pay said assessment within thirty (30) days from the billing thereof, the Association may file a lien against the Lot along with reasonable attorney's fees.

Section 17. Construction Encroachment: During the initial construction period, and for periods of construction that may occur in the future thereafter, the Owner shall be responsible for encroachment of silt and construction debris upon the dedicated street area, sidewalks, and adjacent Lots, and shall be responsible for the cleanup costs of trash and dirt occasioned by the construction process. If required, the Association may give written notice to Owner to remove and clean up all debris within 3 business days of the date of the notice. Should the Owner fail to

remove and clean up the debris within 3 business days, the association may assess a clean-up fee equal to the cost of said clean-up by a third party plus a two hundred dollar (\$200.00) administrative fee. Should the Owner fail to pay said assessment within thirty (30) days from the billing thereof, the Association may file a lien against the Lot along with reasonable attorney's fees.

Section 18. Transport and Recreational Vehicles. Trucks exceeding $\frac{3}{4}$ tons and boats or recreational vehicles shall not be permitted to park on the streets or any of the Lots overnight unless housed in a fully enclosed garage, and no vehicles of any size which normally transport inflammatory or explosive cargo may be kept in this subdivision at any time. Other than visiting cars, no cars shall be parked in the street overnight.

Section 19. Antennas and Satellite Dishes. No antenna of any nature shall be placed on the exterior of the improvements, or located free standing upon any Lot in this subdivision. No Satellite Dish shall be mounted on any front exterior or elevation of any improvement, nor mounted to any side elevation which location is visible from the dedicated street and no satellite may be mounted any higher than the highest point of elevation of the main dwelling. No Satellite dish in excess of 2 feet in diameter may be installed on any improvement, or on any Lot in this subdivision.

Section 20. Lighting. The Owner of each Lot upon which a dwelling or structure has been completed shall provide and maintain in an operable manner a mercury vapor light fixture on a 8' free standing light post, the style of which shall be approved by the Architectural Control Committee, with a illumination wattage of not less than 100 watts and controlled by an automatic photoelectric so as to illuminate at dusk and go off at dawn. Such lights are to be located 3 feet from the sidewalk and at the center of each Lot. Replacement of the bulbs and photo electric cell, as needed, shall be the responsibility of the Owner.

Section 21. Mailboxes. All mailboxes, and standards therefore, shall be of a type and size accepted by the United States Postal Service and approved by Architectural Control Committee. Prior to the erection or construction of any mailbox, or mailbox standard, the style and location shall be approved by the Architectural Control Committee.

Section 22. Municipal House Numbers: All Municipal numbers shall be the type and size approved by the Architectural Control Committee at the time the plans and specifications are approved for the dwelling.

Section 23. Sidewalks. Upon the completion of initial construction of each dwelling, the Owner shall have installed a 4' wide sidewalk located 10 feet back of curb at the front of each Lot, and on the side if such Lot is a corner Lot. Construction of the sidewalk must be completed on the Lot prior to the installation of any landscaping and prior to the occupancy of any dwelling or improvements

constructed on the Lot. All sidewalks shall be constructed of smooth concrete, a minimum of 4" in depth and using acceptable construction practices.

Section 24. Water and Sewerage. No dwelling on any Lot shall be connected to any sanitary sewerage disposal facility other than the public service installed by the development. No private water supply or cistern shall be installed, constructed or maintained on any Lot.

Section 25. Swimming Pools. No above ground swimming pools in excess of 20" in height may be placed on any Lot within this subdivision. All in-ground pools shall be required to be placed in the rear yard and have a 4' barrier fence around the entire perimeter of the pool along with a gate and lock to prevent accidents during unsupervised times.

Section 26. Basketball Goals. No basketball goal or skateboard pipe or prop may be located any closer to the dedicated street than the front building setback line.

Section 27. Landscaping. Upon the completion of initial construction of each dwelling, the Owner shall have installed a fully sodded front lawn along with perimeter landscaping along the front elevation of the home. In addition, any area on the Lot subject to increased runoff during period of normal rain shall be sodded and silt fences installed if necessary.

Section 28. Natural Drainage Easement. No fencing or natural hedges may be constructed or planted within the natural drainage easement. Only minimal clearing and fill is permitted to maintain the easement as a natural flowing channel with no excessive stagnation or ponding of water permitted. Channel may be planted with grass and mowed as frequently as needed to maintain a growth 6 inches tall or less by homeowner.

Section 29. Structured Wiring. It is recommended that each home built in this subdivision shall have installed at the time of construction a structured media center containing a media panel or equal, with a minimum of 5 telephone and 5 cable TV circuits installed with structured cable, and capable of containing a home security - energy management control system, or other adequate low voltage wiring and controls capable of communicating with the main entry gate controller and any future upgrades thereto.

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

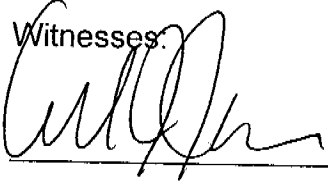
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

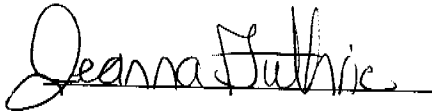
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of twenty (20) years, unless a affirmative vote to rescind said covenants and restrictions by a ninety percent (90%) of all Owners of record at that time. 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. Any instrument to amend said covenants or restrictions must be recorded in the Caddo Parish courthouse.

Section 4. Annexation. The Declarant may until December 31, 2020, annex additional residential properties without the necessity of the approval of Class A members.

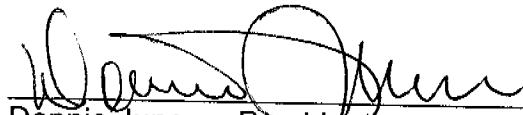
THUS DONE AND PASSED before me, the undersigned Notary, and in the presence of the undersigned witnesses, on this the 18th day of May, 2004.

Witnesses:





Shreveport Development Corporation



Donnie Juneau, President


NOTARY PUBLIC