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RECORDED & INDEXED
CADDOPARISH, LA.
JUL 3 9 14 AM '75

Mary Johnson
NOTARY PUBLIC
CADDOPARISH, LA.

STATE OF LOUISIANA : AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS,
PARISH OF CADDO : TEALWOOD TOWNHOUSES, UNIT NO. 1

657953

BE IT KNOWN that before me, the undersigned authorities, Notaries Public, duly commissioned and qualified in and for Caddo Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared the owners of Lots 1, 2 and 3 of Tealwood Townhouses, Unit #1, a subdivision of the City of Shreveport, Caddo Parish, Louisiana, as per plat recorded in Book 1400, Pages 405-407-409 of the Conveyance Records of Caddo Parish, Louisiana, declaring;

WHEREAS, there was filed a Declaration of Covenants, Conditions and Restrictions in Tealwood Townhouses, Unit #1, insofar as it effected Lots 1, 2 and 3 thereof by instrument dated April 11, 1975 and recorded at Registry #650444 in the Conveyance Records of Caddo Parish, Louisiana, and;

WHEREAS, in the deed from Beal Locke and Associates, et al, to George L. Logan dated April 11, 1975 and recorded at Registry #650446, there appeared certain restrictive covenants and;

WHEREAS, the present owners of Lots 1, 2 and 3 of Tealwood Townhouses, Unit #1 now wish to amend the restrictions concerning the distance of the set back line as set out in "BUILDING LOCATION" of the Declaration of Covenants and of the deed, described above so as to have uniformity of restrictions on Lots 1 and 2 of Tealwood Townhouses, Unit #1.

NOW THEREFORE, the owners of Lots 1, 2 and 3 of Tealwood Townhouses, Unit #1 hereby covenant that no building

shall be erected, placed or altered on the said Lot 2,
nearer than twenty feet to the north property line;
and further that no building shall be erected, placed
or altered on the said Lot 1, nearer than twenty feet
to the south property line.

All of the other terms and conditions of the
Declaration of Covenants, Conditions and Restrictions,
Tealwood Townhouses, Unit No. 1, dated April 11, 1975, as
well as the deed from Beal Locke and Associates, Inc., et al
to George L. Logan covering Lot 1, Tealwood Townhouses, also
dated April 11, 1975 shall remain as written.

WITNESSES:

Jewel H. Stevens
Robin McDowell

T & H, INC.

BY: J. V. Hawn
J. V. HAWN
Owner of Lot 2

Jewel H. Stevens
Robin McDowell

BEAL LOCKE AND ASSOCIATES, INC.

BY: Beal Locke
BEAL LOCKE, PRESIDENT
Owner of Lot 2

Noranda Burdett
Joe Loford

George L. Logan
GEORGE L. LOGAN
Owner of Lot 1

Jewel H. Stevens
Robin McDowell

J. V. Hawn
J. V. HAWN
Owner of Lot 3

STATE OF LOUISIANA
PARISH OF CADDO

STATE OF LOUISIANA :

PARISH OF CADDO :

ON THIS
before me
Parish and
INCORP. BY
executed
witnessed

ON THIS 2nd day of July, 1975,
before me, the undersigned authority, duly commissioned and
qualified within and for the State and Parish aforesaid,
personally came and appeared J. V. HAWN, appearing herein
in his capacity as the President of T & H, INC.,
to me personally known to be the identical person whose name
is subscribed to the foregoing instrument on behalf of the
said corporation, and that the said instrument is the free
act and deed of the said corporation, and was executed for
the uses, purposes and benefits therein expressed.

WITNESSES:

Jewel H. Stevens
Robin McDonald

J. V. Hawn
J. V. HAWN,
T & H, INC.

[Signature]
NOTARY PUBLIC
Caddo Parish,
NOTARY PUBLIC in and for
Caddo Parish, Louisiana

STATE OF LOUISIANA
PARISH OF CADDO

STATE OF LOUISIANA :

PARISH OF CADDO :

ON THIS
before me
Parish and
INCORP. BY
executed
witnessed

ON THIS 2nd day of July, 1975
before me, the undersigned authority, duly commissioned and
qualified within and for the State and Parish aforesaid,
personally came and appeared BEAL LOCKE, appearing herein in
his capacity as the President of BEAL LOCKE AND ASSOCIATES, INC.,
to me personally known to be the identical person whose name
is subscribed to the foregoing instrument on behalf of the
said corporation, and that the said instrument is the free
act and deed of the said corporation and was executed for the
uses, purposes and benefits therein expressed.

WITNESSES:

Jewel H. Stevens
Robin McDonald

Beal Locke
BEAL LOCKE, PRESIDENT
BEAL LOCKE AND ASSOCIATES, INC.

[Signature]
NOTARY PUBLIC
Caddo Parish,
NOTARY PUBLIC in and for
Caddo Parish, Louisiana

STATE OF LOUISIANA

PARISH OF CADDO

ON THIS 17th day of JUNE, 1975,
before me, the undersigned Notary Public in and for said
Parish and State personally came and appeared GEORGE L.
LOGAN, to me known to be the person described in and who
executed the foregoing instrument and acknowledged that he
executed the same as his free act and deed.

WITNESSES:

Mariada Burdett

George L. Logan
GEORGE L. LOGAN

Lee Ledford

Angie K. Hammett
NOTARY PUBLIC in and for
Caddo Parish, Louisiana

STATE OF LOUISIANA

PARISH OF CADDO

ON THIS 2nd day of July, 1975,
before me the undersigned Notary Public in and for said
Parish and State personally came and appeared J. V. HAWN,
to me known to be the person described in and who executed
the foregoing instrument and acknowledged that he executed
the same as his free act and deed.

WITNESSES:

Jewel H. Laverne

J. V. Hawn
J. V. HAWN

Robin M. Howell

[Signature]
NOTARY PUBLIC in and for
Caddo Parish, Louisiana

1799

1799 / 139

837155

M.C.

[Handwritten signature]

STATE OF LOUISIANA I
PARISH OF CADDO I

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS, TEALWOOD
TOWNHOUSES, UNITS NO. 1, 2 & 3

837155

BE IT KNOWN that before me, the undersigned authority, Notary Public,
duly commissioned and qualified in and for Caddo Parish, Louisiana, and in the
presence of the undersigned competent witnesses, personally came *[Handwritten: FILED & RECORDED IN CADDO PARISH, LA. JUN 26 11 51 AM 1980]* *[Handwritten: MARY E. DEWST & ANGIE M. WOOSTER]*
owners of the number of lots affixed by their respective signatures, on
dates affixed by their respective signatures, said owners constituting in excess of
90 per cent of the lot owners in Tealwood Townhouses, Units No. 1, 2 & 3, a subdivision
in the City of Shreveport, Caddo Parish, Louisiana, as per plat recorded, respectively,
in Book 1400, page 405, Book 1450, page 89, and Book 1450, page 341 of the Conveyance
Records of Caddo Parish, Louisiana. Appearers declare that on January 28th, 1974 that
a Declaration of Covenants, Conditions and Restrictions was filed as Instrument No.
614774 and as amended by Instrument No. 648902 dated March 19, 1975 all in the Records
of Caddo Parish, Louisiana, affecting the following described property, to-wit:

LOTS "A" through "X", TEALWOOD TOWNHOUSES, UNIT NO. 2, a
subdivision in the City of Shreveport, Caddo Parish, Louisiana,
as per plat in Book 1450, page 89 of the Records of Caddo Parish,
Louisiana; Lots 4 through 47 and Lot "A", TEALWOOD TOWNHOUSES, a
subdivision in the City of Shreveport, Caddo Parish, Louisiana, as
per plat in Book 1400, pages 405, 407 and 409 of the Records of
Caddo Parish, Louisiana, LESS AND EXCEPT that portion of Lot "A"
TEALWOOD TOWNHOUSES, included within the boundaries of Tealwood
Townhouses, Unit No. 2; and Lots "B", "C" and "D", TEALWOOD
TOWNHOUSES, UNIT NO. 3, a subdivision in the City of Shreveport,
Caddo Parish, Louisiana, as per plat recorded in Book 1450, page
341 of the Records of Caddo Parish, Louisiana.

Appearers do by these presents amend the original Declaration of Covenants,
Conditions and Restrictions so as to delete Article VII as originally written and in
the place thereof to provide the following:

"The Association shall provide maintenance of the Common Area and Front
Lawn Area of each of the lots. The Association, after approval by
two-thirds (2/3) decision of the total Board of Directors, shall have
the right, through its agents and employees, to enter upon said parcel
and to repair, maintain and restore the lot and the exterior of the
buildings and any other improvements erected thereon and the lot
owner shall be responsible for all costs of such. Payment by the lot
owner to the Association shall occur within thirty (30) days from
written notification from the Association."

THUS DONE AND PASSED before me, Notary, and the undersigned competent
witnesses in Shreveport, Caddo Parish, Louisiana on the 30th day of May, 1980.

WITNESSES:
Mary E. Dewst
Angie M. Wooster

Owner of Lot 35 & 36
Michael Meyer

2 lots

614774

M.C. †

614774

STATE OF LOUISIANA
PARISH OF CADDO

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made before me, a Notary Public
commissioned and qualified in and for the Parish of Caddo,
State of Louisiana, and the undersigned competent witnesses
by T & H, Inc., a Texas Corporation, and Beal Locke and
Associates, Inc., a Louisiana corporation, hereinafter
referred jointly to as "DECLARANT",

FILED & RECORDED
CADDO PARISH, LA.
JAN 28 2-10 PM '74
DEPUTY CLERK & RECORDER

W I T N E S S :

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

Lots "A" through "X", TEALWOOD TOWNHOUSES, UNIT NO. 2, a subdivision in the
City of Shreveport, Caddo Parish, Louisiana, as per plat in Book 1450, page 89
of the Records of Caddo Parish, Louisiana; and Lots 1 through 47 and Lot "A",
TEALWOOD TOWNHOUSES, a subdivision in the City of Shreveport, Caddo Parish,
Louisiana, as per plat in Book 1400, pages 405, 407 and 409, of the Records of
Caddo Parish, Louisiana, LESS AND EXCEPT that portion of Lot "A", TEALWOOD
TOWNHOUSES, included within the boundaries of Tealwood Townhouses, Unit No. 2.

AND WHEREAS, Declarant will convey said properties,
subject to certain protective covenants, conditions, restrictions,
reservations and charges as hereinafter set forth;

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Tealwood
Homes Association, Inc.

Section 2. "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 Associ-
ation.

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. The common area to be owned
by the Association at the time of conveyance of the first
lot is described as follows:

Lot "A", TEALWOOD TOWNHOUSES, UNIT NO. 2, a subdivision in the City of Shreve-
port, Caddo Parish, Louisiana, as per plat in Book 1450, page 89 of the
Records of Caddo Parish, Louisiana; and Lot "A", TEALWOOD TOWNHOUSES, a sub-
division in the City of Shreveport, Caddo Parish, Louisiana, as per plat
recorded in Book 1400, pages 405, 407, and 409, of the Records of Caddo Parish,
Louisiana, LESS AND EXCEPT that portion of Lot "A", TEALWOOD TOWNHOUSES,
included within the boundaries of Tealwood Townhouses, Unit No. 2.

Section 4. "Lot" shall mean and refer to any plot of

land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to T & H, Inc. and Beal Locke and Associates, Inc., their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development, and such purchaser is specifically designated as a "Declarant".

ARTICLE II 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 or any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE III VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article II, provided that the Class B membership shall cease and be converted to Class A membership on the happening of the following events:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership.
- (b) On July 1, 1980.

ARTICLE IV PROPERTY RIGHTS

Section 1. Members' Easement of Enjoyment. Every member

shall have a right and easement of enjoyment in and to the Common Area and the front lawn area of each of the respective lots, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership, and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens prior to the Conveyance of the first lot.

Section 4. Egress and Ingress. None of the provisions of Article IV of this Declaration shall be construed as in anywise restricting the rights of any owner as to ingress and egress to and from his lot, over and across any portion of the Common Area, which rights of ingress and egress are hereby specifically granted.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS OR CHARGES

Section 1. Creation of Member's Personal Obligation for Payment of Certain Charges and 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 any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments or charges for capital improvements, as may be fixed, established, and collected from time to time as hereinafter provided. Each such assessment or charge, together with such interest, costs, and reasonable attorney's fees, as herein provided for, shall be the personal obligation of the person who was the owner of such property at the time when the assessment or charge was made or became due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments or Charges. The assessments or charges 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 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 as follows:

For each vacant lot contained in the subdivision the annual assessment shall be \$24.80. Vacant lot as used in this part shall mean a lot upon which no building permit for the initial construction of improvements has been issued.

For each lot contained in the subdivision on which improvements are being initially constructed, the annual assessment shall be \$24.80. The increased assessment shall commence on the first day of the month following the issuance of the building permit for the initial improvements.

For each lot contained in the subdivision on which there is located a completed improvement which is vacant the annual assessment shall be \$55.00. The increased assessment shall become effective on the first day of the month following the final city inspection of the premises.

For each lot contained in the subdivision on which there is located an improvement which is, or had been, inhabited, the annual assessment shall be \$55.00.

(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 each year not more than three (3%) percent above the maximum assessment for the previous 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 above three (3%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) 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 hereinabove provided for.

Section 4. Special Assessments or Charges for Capital Improvements. In addition to the annual assessments or charges authorized above, the association may levy in any such year a special assessment or charge 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 or charge 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) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment or Charge. Both annual and special assessments or charges must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any 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 sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments or Charges. Due Dates. The annual assessment or charge provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment or charge 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 or charge against each lot at least thirty (30) days in advance of each annual period. Written notice of the annual assessment or charge 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 or charges relative to a specified lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment or charge therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments or Charges: Remedies of the Association. Any assessment or charge which is not paid when due shall be delinquent. If the Assessment or charge is not paid within thirty (30) days after the due date, the assessment or charge shall bear interest from the date of delinquency at the rate of six percent (6%) per annum. No owner may

waive or otherwise escape liability for the assessments or charges provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Exempt Property. The owners of following property subject to this Declaration shall be exempt from the assessments or charges created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Louisiana. However, the owners of no land or improvements devoted to dwelling use shall be exempt from said assessments or charges.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, acting as the architectural control committee, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Said thirty (30) day period shall commence to run from date of written receipt by Architectural Control Committee of said plans and specifications which may be evidenced by return receipt after submission of said plans and specifications by certified or registered mail.

ARTICLE VII
EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area and Front Lawn Area of each of the lots, the Association shall provide exterior maintenance upon each lot. Exterior maintenance shall be limited to painting and carpentry repairs of the exterior woodwork together with the repair and maintenance of the roof. These repairs shall not include damage or maintenance to glass or plate glass or items damaged by other than normal wear and tear. What constitutes "normal and tear" as used in the preceding sentence shall be determined by the Architectural Control Committee. The Association, after approval by two-thirds (2/3) decision of the total Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon.

ARTICLE VIII
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the

Homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice; however, to the rights of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and, as such, shall be binding upon the respective parties.

ARTICLE IX USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one 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 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 out-building shall exceed the dwelling to which it is appurtenant in height, number of stories or size. A garage or carport to house at least two automobiles must be provided on each lot.

Section 2. Plans and Specifications. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the

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

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

Section 3. Fees Payable to the Architectural Control Committee. The Architectural Control Committee may charge a fee for services attendant approval of plans not to exceed \$10 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 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.

Section 4. Dwelling Size. No two-bedroom dwelling erected on any lot shall contain less than 1,000 square feet, heated area only, exclusive of garages, carports, storage and other open area. No three-bedroom dwelling erected on any lot shall contain less than 1,200 square feet, heated area only, exclusive of garages, carports, storage and other open area.

Section 5. Lot Size. No dwelling shall be erected or placed on any lot platted other than as shown on the approved plat unless approved by T & H, Inc. and Beal Locke and Associates, Inc. No residential lot or lots shall be re-subdivided without approval of said corporations. The special approval of T & H, Inc. and Beal Locke and Associates, Inc. provided in this paragraph terminates JULY 1, 1980.

Section 6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition, an easement for the reasonable overhang of a roof is hereby established.

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 said premises.

Section 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

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

Section 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 shall be erected, maintained 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, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes or kept outdoors.

Section 12. Garbage and Refuse Disposal. No lot shall be used for or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and screening provided therefor as approved by the Architectural Control Committee.

Section 13. Drainage. For drainage purposes, the grades and low elevations as left by the Developer shall be considered the natural drainage.

Section 14. Transport Vehicles. Trucks shall not be permitted to park on the Common Area or 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.

Section 15. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Shreveport and the Caddo-Shreveport Health Unit. Approval of such system as installed shall be obtained from such authority and T & H, Inc. and Beal Locke and Associates, Inc. prior to construction. The special approval of T & H, Inc. and Beal Locke and Associates, Inc. provided in this paragraph terminates July 1, 1980.

Section 16. Relocation of Buildings. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a lot and remodeling or converting same into a dwelling unit in this subdivision.

Section 17. Garage Doors. Garage doors may be opened to permit the entrance and exit of vehicles and people but will remain closed at all other times unless the Architectural Control Committee gives its prior written consent to the contrary.

Section 18. Completion of Construction. Construction of a home on a lot, once started, must be diligently pursued and completed within a reasonable time.

Section 19. Parking on Common Area. Parking of automobiles and other motor vehicles on the Common Area shall be prohibited except to the extent authorized and permitted by the Association.

Section 20. Antennas. No antenna of any nature shall be placed on the exterior of the improvements located on the lots.

**ARTICLE X
GENERAL PROVISIONS**

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

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

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

THUS DONE AND PASSED before me, Notary and the undersigned competent witnesses in my office in Shreveport, Caddo Parish, Louisiana, on this the 11th day of January, 1974.

WITNESSES:

T & H, INC.

Caroleya J. Stautman

By J. H. Givens

J. H. Givens

Beal Locke and Associates, Inc.

By J. H. Givens

Jewel H. Givens

JEWEL H. GIVENS
NOTARY PUBLIC, CADDO PARISH, LOUISIANA
MY COMMISSION IS PERMANENT

MC
1488

650444

M.C. ✓

RECORDED
CADDOPARISH, LA.
APR 14 4 14 PM '75
FINK & NEGRODNER

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STATE OF LOUISIANA : DECLARATION OF COVENANTS, CONDITIONS,
PARISH OF CADDO : AND RESTRICTIONS, TEALWOOD TOWNHOUSES
UNIT NO. 1

BE IT KNOWN that before me, the undersigned authority, Notary Public, duly commissioned and qualified in and for Caddo Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared the owners of Lots 1, 2 and 3 of Tealwood Townhouses, Unit #1, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat recorded in Book 1400, Pages 405-407-409 of the Conveyance Records of Caddo Parish, Louisiana.

1.) Appearers declare that as present owners of the above described property, neither the present owners nor their successors or assigns shall ever be permitted to continue or to make application for permission to continue Slattery Boulevard westerly beyond its present location, as shown on the plat recorded in Book 1400, Pages 405-407-409 of the Conveyance Records of Caddo Parish, Louisiana.

2.) AS TO LOT 2 ONLY, THE FOLLOWING RESTRICTIONS APPLY:

A.) LAND USE AND BUILDING TYPE: This lot shall not be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on this lot other than one detached single-family dwelling not to exceed two stories in height and a private garage and such outbuildings as are customarily appurtenant to dwellings, every building to correspond in style and architecture to the dwelling to which it is appurtenant.

B.) BUILDING LOCATION: No building shall be erected, placed or altered on the lot nearer than thirty-five (35) feet to the north property line.

These covenants are to run with the land and should be binding upon all parties and all persons claiming under them.

THUS DONE AND PASSED BEFORE me, Notary, and the undersigned competent witnesses in Shreveport, Caddo Parish, Louisiana, on this 14th day of April, 1975.

WITNESSES:

Jewel H. Givens
Jewel H. Givens

Gayle K. Hamilton
Gayle K. Hamilton

T & H, INC.

BY: J. V. Hawn
J. V. HAWN

BEAL LOCKE AND ASSOCIATES, INC.

BY: Beal Locke
BEAL LOCKE

William C. Peatross
NOTARY PUBLIC in & for
Caddo Parish, Louisiana
William C. Peatross