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STATE OF LOUISIANA)
)
PARISH OF CADDO)

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HIDEAWAY HARBOR ESTATES PHASE III, UNIT NO. 1

THIS AMENDED AND RESTATED DECLARATION, made by the undersigned owners of Lots within HIDEAWAY HARBOR ESTATES PHASE III, UNIT I, Caddo Parish, Louisiana,

WITNESSETH:

WHEREAS, E & L DEVELOPMENT, INC. ("ELDI") is the successor in title from the original Declarant to the properties affected by, and susceptible to annexation by, the Declaration of Covenants, Conditions, Restrictions of Hideaway Harbor Estates Phase III, Unit No. 1, recorded on May 1, 1986 under registry number 01088792 in Conveyance Book 2332, page 142, Records of Caddo Parish, Louisiana (the "Covenants"), which Covenants affect the following described property:

LOTS ONE (1) THROUGH THIRTY-NINE (39), ONE THOUSAND (1000) AND ONE THOUSAND ONE (1001), HIDEAWAY HARBOR ESTATES PHASE III, UNIT I, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat recorded in Book 2050, pages 303, 305, 307 and 309 of the Conveyance Records of Caddo Parish, Louisiana;

WHEREAS ELDI and the other undersigned owners constitute all of the Lot Owners affected by the Covenants, and the undersigned desire to amend and restate the Covenants;

NOW THEREFORE, the Covenants are hereby amended and restated, to-wit:

All of the properties described above, and such others as may be annexed hereto 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. "Annexable Area" shall mean and refer to part or all of the property described on Exhibit "A" attached hereto.

Section 2. "Association" shall mean and refer to Cross Lake's Hideaway Harbor Estates Homeowners Association, Inc., its successors and assigns.

Section 3. "Common Area" shall mean all immovable property, including improvements thereto, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

LOTS ONE THOUSAND (1000) AND ONE THOUSAND ONE (1001), HIDEAWAY HARBOR ESTATES PHASE III, UNIT NO. 1, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat recorded in Book 2050, pages 303, 305, 307 and 309 of the Conveyance Records of Caddo Parish, Louisiana;

and

The private lake adjacent to the above subdivision, more particularly described on Exhibit "B" attached hereto and any other Property transferred to the Association by Declarant for the common use and enjoyment of the Owners.

Section 4. "Declarant" shall mean and include E & L Development, Inc., its successors and assigns if such successors and assigns should acquire Property or more than one undeveloped lot from Declarant for the purpose of development and is so designated by Declarant.

E & L Development, Inc., its successors and assigns, shall have no liability for the actions, inactions and obligations of the former Declarant, O. B. Pounders, Inc.

Section 5. "Lot" shall mean and refer to any plot of land shown upon that certain plat of Cross Lake's Hideaway Harbor Estates Phase III, Unit I, recorded in Plat Book 2050, Pages 303, 305, 307 and 309 of the records of Caddo Parish, Louisiana, or subdivided lots within property annexed hereto.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more, persons or entities, of a fee simple title to a Lot or any portion of the Properties within or brought within the jurisdiction of the Association by annexation or otherwise.

Section 8. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to an shall pass with title to every Lot, subject to the following provisions:

- a. the right of the Association, if it chooses to do so, to charge reasonable use fees for the facilities situated upon the Common Area;
- b. the right of the Association to suspend the voting rights and the right to use the common facilities by an owner 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;
- c. the inability of the Association to dedicate to the public the streets located upon the Common Area.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the Members of his household, his

tenants or contract purchasers provided that any such category of person must reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot 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 Declarant except as herein provided at termination of Class B Membership, and shall be entitled to one vote for each Lot owned. When one or more persons 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: Class B Member shall be Declarant and shall be entitled to three votes for each Lot owned. In addition to three votes for each Lot owned, Declarant shall be entitled to three additional votes for each Lot annexed and additional votes with respect to any unsubdivided Property annexed. With respect to annexed unsubdivided Property, Declarant shall be entitled to three votes for each 7,200 square feet (the "Factor") of such unsubdivided annexed Property. The Class B Membership shall cease and be converted to Class A Membership on April 1, 2000.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien, In Rem Obligation, and Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. Monthly assessments or charges, and
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and in rem obligation on the Lot and shall be a continuing lien upon the Lot 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 Lot 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, but the in rem obligation against such Lot shall not be extinguished or otherwise affected by a transfer of ownership.

Lots and other Property owned by Declarant shall not be subject to any monthly or special assessment, but Declarant shall nevertheless be a Member of the Association and shall have all of the rights and privileges of Association Membership, and of these Covenants.

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 improvements and maintenance of the Common Area.

Section 3. Basis and Maximum of Monthly Assessment of Charges. The maximum monthly assessment or share shall be twenty (\$20.00) dollars for each Lot. From and after June 1, 1993, the maximum assessment may be increased each calendar year not more than 5% above the maximum assessment for the previous year by the Board of Directors of the Association without vote of the Membership. The maximum assessment may be increased above 5% by a majority vote of Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 4. Special Assessment for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy a special assessment against each Lot 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 such assessment shall have the assent of a majority of Members voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 30 days nor more than 60 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 the entire voting power of the Association 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. All assessments must be fixed at a uniform rate for each Lot and may be collected on a monthly basis, or such other basis as may be fixed by the Association.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence on June 1, 1993. The Board of Directors shall fix the amount and due dates of the monthly assessment against each Lot at least thirty (30) days in advance of each calendar year. Written notice of the assessment shall be sent to every Owner

subject thereto. 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 of Nonpayment of Assessments and Remedies of the Association. Any assessment, not paid within fifteen (15) days after the due date shall bear legal interest from the due date. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot. Upon default as set forth above, the Association may exercise one or more of the following remedies:

- a. suspend the voting rights and the right to use the Common Area and facilities by an Owner for any period during which any assessment against his Lot remains unpaid;
- b. declare the entire amount for the current calendar year immediately due and payable;
- c. file a sworn detailed statement of privilege for all amounts due and payable;
- d. file an action at law against the Owner personally obligated to pay same;
- e. foreclose the privilege and lien against the Lot; or
- f. exercise any other right, cause or remedy afforded by law or these Covenants.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage recorded prior to a recorded statement of privilege by the Association. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a prior recorded mortgage or a 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 V. ARCHITECTURAL CONTROL

No building, fence, wall, antenna or other structure, planting and landscaping, shall be commenced, erected or maintained upon any Lot or in or erected over the adjacent waterway or lake, 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 three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such

design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE VI.
USE RESTRICTIONS**

Section 1. Land Use and Building Type for Lots. No Lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories in height and such outbuilding as are compatible in exterior design with the existing structure and as to location with respect to topography and finished grade elevations. No fence or wall shall be constructed without prior approval of the Architectural Control Committee as to type, materials, location, 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 specification have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 2. Dwelling Size. No dwelling erected on any Lot shall contain less than 1,500 square feet, heated area only, exclusive of garages, carports, storage and other open areas; provided that with respect to Lot 35, Phase III, Unit I, the minimum square footage shall be 1,450.

Section 3. Lot Sizes. No dwelling shall be erected or placed on any Lot other than as shown on the approved plat unless approved by Declarant. The special approval of Declarant provided in this paragraph shall terminate on April 1, 2000.

Section 4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 5. 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 wrecked or inoperable vehicles on said premises.

Section 6. Temporary and Other Structures. No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, garage, barn, storage or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Any such structure to be located on a Lot for storage or other permissible use shall be subject to approval by the Architectural Control Committee as set forth above.

Section 7. 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; provided that larger signs advertising the development may be erected by Declarant.

Section 8. Oil and Mining Operations. No oil drilling, oil developments operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or the Common Area, 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 or the Common Area.

Section 9. 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. The Association shall have the right to regulate policies concerning pets' usage of the Common Area.

Section 10. 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 clean and sanitary condition.

Section 11. Drainage. For drainage purposes, the grades and low elevations as left by Declarant shall be considered the natural drainage.

Section 12. Water Supply. No individual water supply system shall be permitted on any Lot unless approved by Declarant.

Section 13. 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 14. Completion of Construction. Construction of a home on a Lot, once started, must be diligently pursued and completed within a reasonable time.

Section 15. Parking. Parking of automobiles, boats, trailers or other motor vehicles on the Common Area shall be prohibited except to the extent authorized and permitted by the Association.

Section 16. Antennas. No transmitting or receiving antenna of any nature shall be placed on the exterior of the improvements located on the Lots.

Section 17. Leasing. Any lease or rental agreement shall be in writing and shall be subject to all the provisions of this declaration. No Lot may be leased or rented for a period less than thirty (30) days.

**ARTICLE VII.
EXPANDABILITY**

Section 1. Method of Expansion. It is anticipated that Declarant may annex part or all of the Annexable Area by conventional deed or act of annexation. All such additional land may be annexed, subdivided and resubdivided by Declarant without the consent of the Association its Members or Owners; provided that after April 1, 2000, annexation may be accomplished upon the assent of a majority of the voting power present in person or by proxy at a meeting duly called for that purpose.

Section 2. Reciprocal Right and Easement of Enjoyment. In the event there exist specified common areas in the various phases, each Owner in each phase shall have reciprocal rights and easements of enjoyment in and to the various specified common areas of the various phases.

Section 3. Annexation Documents. Any annexation documents necessary for annexation of additional phases shall contain a legal description of the property so annexed.

Section 4. Modifications of Use Restrictions. Notwithstanding anything in these Covenants or the Associations' articles of incorporation or bylaws to the contrary, Declarant may without the consent of the other Owners or the Association, modify, delete or add to the use restrictions affecting property annexed hereto, and may develop any of the Properties, whether or not annexed hereto, in any manner consistent with such Properties' zoning.

Section 5. Future Merger of Legally Separate Projects. Any future merger of legally separate projects to achieve the desired addition of various phases when there exist separate homeowners associations shall comply with the requirements of Louisiana Revised Statutes 12:242-248.

**ARTICLE VIII.
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 an 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 the land and bind the land, for a term of twenty (20) years beginning May 1, 1986, after which time


they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended by not less than a majority of the total voting power. Any amendments must be recorded. Declarant, acting alone and without the concurrence of any Lot Owner, Member, mortgage/lien holder or other person or entity owning an interest in a Lot, may make changes to the Articles of Incorporation or Bylaws of the Association, and to this Declaration when such changes have been required by or are necessary to meet the requirements of either the Federal Housing Authority, the Veterans Administration, the Federal National Mortgage Association or any other Federal or State agency.

THUS DONE AND PASSED before me, Notary, and the undersigned competent witnesses, this 15 day of April, 1993.

WITNESSES:

E & L DEVELOPMENT, INC.

William L. Ogletree

By: 
Kenneth G. Lawler, President

CROSS LAKE'S HIDEAWAY HARBOR
ESTATES HOMES ASSOCIATION, INC.

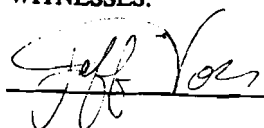
David Joel Ogletree

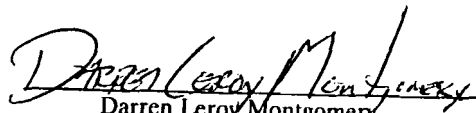
By: 
KENNETH G. LAWLER, President


Notary Public

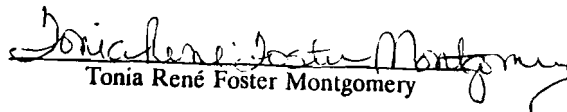
THUS DONE AND PASSED before me, Notary, and the undersigned competent witnesses, this 15 day of April, 1993.

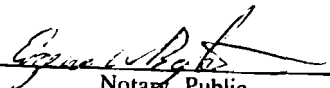
WITNESSES:




Darren Leroy Montgomery




Tonia René Foster Montgomery


Notary Public

THUS DONE AND PASSED before me, Notary, and the undersigned competent witnesses,

this 15 day of April, 1993.

WITNESSES:

Marcie Wall

Dennis Michael Thomas
Dennis Michael Thomas

Georgia Hutton

Susan Carol Atkins Thomas
Susan Carol Atkins Thomas

Eugene Bate
Notary Public

THUS DONE AND PASSED before me, Notary, and the undersigned competent witnesses,

this 15 day of April, 1993.

WITNESSES:

Billy Polton

Gerald David Watkins
Gerald David Watkins

John L. Kennedy

Virginia Winn Watkins
Virginia Winn Watkins

Eugene Bate
Notary Public

THUS DONE AND PASSED before me, Notary, and the undersigned competent witnesses,

this 15 day of April, 1993.

WITNESSES:

Billy Davis

Suzanne Davis Teer
Suzanne Davis Teer

Miki Elizabeth Teer

Danny Watkins

By: Suzanne Davis Teer
Suzanne Davis Teer, Tutrix

Eugene Bate
Notary Public

THUS DONE AND PASSED before me, Notary, and the undersigned competent witnesses,

this 15 day of April, 1993.

WITNESSES:

Shirley White

Joe Rogers III

R. ROWLAND, INC.

By: [Signature]
Russ Rowland, President

[Signature]
Notary Public