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*Shari Grantham*  
SHARI GRANTHAM

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DEPUTY CLERK  
ST. ANDREWS PLACE SUBDIVISION, UNIT 1,

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
SERVITUDES AND BUILDING RESTRICTIONS**

C 4633

BE IT KNOWN that this 18<sup>th</sup> day of January 2013, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

WALLACE LAKE DEVELOPMENT, L.L.C., a Louisiana limited liability company, domiciled in Caddo Parish, Louisiana, whose mailing address is 400 Travis Street, Suite 1510, Shreveport, Louisiana 71101, herein represented by and through C. DeWitt Caruthers, its duly authorized Manager,

who declared that:

(A) It is the owner of certain immovable property in the Parish of Caddo, State of Louisiana, known as St. Andrews Place Subdivision, Unit 1, which is more particularly described as follows:

A TRACT OF LAND LOCATED IN SECTION 30, TOWNSHIP 16 NORTH, RANGE 13 WEST, CADDO PARISH, LOUISIANA. SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS: FROM A FOUND THREE INCH DIAMETER IRON PIPE AT THE NORTHWEST CORNER OF SAID SECTION 30, RUN THENCE SOUTH 89°03'04" EAST ALONG THE NORTH LINE OF SAID SECTION 30 A DISTANCE OF 2404.09 FEET TO THE EAST RIGHT OF WAY LINE OF WALLACE LAKE ROAD, THENCE RUN SOUTH 01°04'25" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 2859.29 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

FROM SAID THE POINT OF BEGINNING, RUN THENCE SOUTH 89°12'44" EAST A DISTANCE OF 564.45 FEET, THENCE RUN SOUTH 00°53'49" WEST A DISTANCE OF 154.91 FEET, THENCE RUN SOUTH 75°44'12" EAST A DISTANCE OF 265.85 FEET, THENCE RUN SOUTH 46°55'19" EAST A DISTANCE OF 136.78 FEET, THENCE RUN SOUTH 00°53'49" WEST A DISTANCE OF 88.56 FEET, THENCE RUN SOUTH 89°06'21" EAST A DISTANCE OF 180.00 FEET, THENCE RUN SOUTH 00°53'49" WEST A DISTANCE OF 696.37 FEET, THENCE RUN NORTH 89°06'11" WEST A DISTANCE OF 1107.82 FEET TO THE EAST RIGHT OF WAY LINE OF WALLACE LAKE ROAD, THENCE RUN NORTH 01°04'25" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1092.07 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 24.40 ACRES.

(the "Subdivision").

(B) In order to protect and enhance the value and desirability of the quality of life in the subdivision, it hereby subjects said property to the following protective covenants, conditions, servitudes and building restrictions, to-wit:

1. STATEMENT OF DECLARATION

All Lots within the Subdivision shall be owned, conveyed, encumbered, occupied, maintained, altered and/or improved, subject to these terms, conditions, covenants, restrictions and servitudes.

2. DEFINITIONS

As used herein, the following terms shall be defined as:

- 2.1 Declaration: This and any other recorded act imposing covenants, conditions and restrictions, servitudes and/or destinations on the Owners and all immovable property within the Subdivision as the same may be amended from time to time by the Declarant and filed of record.
- 2.2 Declarant or Developer: Wallace Lake Development, L.L.C., its successors or assigns.
- 2.3 Subdivision: St. Andrews Place Subdivision, Unit 1, as described above.
- 2.4 Lot: A parcel of ground suitable for the construction of a single family residential unit as shown on the latest recorded subdivision plat.
- 2.5 Common Area: All immovable property, (including but not limited to the utility and other improvements thereon and servitudes), streets, and rights-of-way owned, but excluding the Ponds, held or maintained by the Corporation for the common use and enjoyment of the Owners and occupants of Lots.
- 2.6 Owner: The record owner of title to any Lot.
- 2.7 Corporation: St. Andrews Place Homeowners Association, Inc., a Louisiana non-profit corporation.
- 2.8 Board: The Board of Directors of the Corporation.
- 2.9 Officers: The Officers of the Corporation.
- 2.10 Committee: The Architectural Control Committee.
- 2.11 Person: Any natural individual, firm, corporation, limited liability company, partnership, association, trust or legal entity capable of holding title to immovable property under Louisiana law.
- 2.12 Improvement: Any work, including but not limited to, grading, excavation, tree removal, planting, demolition, construction or building of any nature, including, but not limited to, residences, greenhouses, garages, boathouses, docks, storage buildings or sheds, driveways, fences, walls, landscaping, gardens, solar panels, satellite receiving or transmitting dishes, and/or antennas.
- 2.13 Pond or Ponds: Means and refers to either of the two ponds presently situated in the Subdivision.
- 2.14 Pond Lot: A Lot where a portion of either pond is presently situated.
- 2.15 Pond Lot Owner: An Owner who has a portion of either Pond situated on their Lot.

3. ARCHITECTURAL CONTROL COMMITTEE

- 3.1 There is hereby created an Architectural Control Committee (the "Committee") which shall regulate the external design, construction, appearance and location of Improvements on Lots to foster a harmonious relationship among structures and topography which foster the attractiveness of the Subdivision, thus protecting the value, desirability and quality of life within the Subdivision.
- 3.2 The initial Committee shall be composed of Dewey W. Corley and C. DeWitt Caruthers, who shall serve until the earliest to occur of resignation, death or replacement by the Developer.
- 3.3 Upon the resignation, death or replacement of Dewey W. Corley and C. DeWitt Caruthers as the initial Committee, the Committee shall be composed of three (3) Owners in the Subdivision who have been elected by a majority of the Owners. Each Committee member shall serve a two year term. The Committee shall be elected every two years by a majority of the Owners.
- 3.4 The Committee shall act by majority vote, except where otherwise provided herein. The entire Committee or each member thereof may designate a representative to act for it.
- 3.5 No Improvements shall be commenced, erected, demolished, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to, and approved in writing by, the Committee. There is a two (2) step process for submitting plans and specifications and receiving the approval by the Committee. Each submittal must include two (2) hard copies of the drawings which set forth the plans and specifications. The two (2) step process is as follows:

3.5.1 Preliminary Review: Drawings shall include the following:

- 3.5.1(a) Hand drawn or hard-line drawings of floor plan and exterior elevations at 1/8" or 1/4" scale.
- 3.5.1(b) Site plan showing location of house and driveway on property and any other proposed Improvement.
- 3.5.1(c) Any exceptions to the building restrictions set forth below in paragraph 4 are to be requested in writing with this Preliminary Review.

3.5.2 Final Review: Drawings shall include the following:

- 3.5.2(a) Site plan at minimum 1:20 showing location of house, location and material of driveway, any fences or outbuildings noted or any other proposed Improvement.
- 3.5.2(b) Floor plan at 1/4" scale with door and window schedules indicating window material.
- 3.5.2(c) Exterior elevations at 1/4" scale with all materials noted, plate (framing) heights of roof and overhangs noted.

- 3.5.2(d) Roof plan at minimum 1/8" scale<sup>4</sup> showing all roof slopes and roofing materials.
  - 3.5.2(e) Specifications if required to describe exterior materials, windows, etc.
  - 3.5.2(f) Any exceptions to the building restrictions set forth below in paragraph 4 are to be noted on the plans.
  - 3.5.2(g) Any other information reasonably requested by the Committee.
- 3.6 The plans and specifications for any Improvements shall be submitted to the Committee in duplicate for approval prior to the commencement of any work. Approval shall be marked upon both sets of plans, one of which shall be returned to the applicant and the other shall be retained by the Committee. In the event the Committee fails to approve or disapprove in writing such plans and specifications within thirty (30) days after the submission of plans and specifications, approval will be deemed granted.
- 3.7 The Committee shall consider the following design standards in making its decision as to any work:
- 3.7.1 Validity of concept: The basic idea of the Improvements must be sound and appropriate to its surroundings.
  - 3.7.2 Landscape and Environment: The Improvements must not unnecessarily destroy or blight the landscape or environment.
  - 3.7.3 Relationship: The proposed Improvements must relate harmoniously among themselves and to existing buildings and terrain.
  - 3.7.4 Protection of Neighbors: The interests of neighboring owners, to the maximum extent possible, will be protected by making reasonable provisions for such matters as access, drainage, sound, sight, views, light and air and other aspects of design which may affect neighboring property.
  - 3.7.5 Design Compatibility: The proposed Improvements must be compatible with the design characteristics of the applicable Lot, adjoining properties, and the subdivision setting as to scale, materials, color and construction details.
  - 3.7.6 Workmanship: The quality of work must be equal to or better than that of the surrounding Lots.
- 3.8 The Committee shall have the right, by unanimous vote, to waive any covenant, condition, servitude and/or building or use restriction, and in the event the Committee deems such waiver appropriate.
- 3.9 Many provisions of this Declaration call for or depend upon the exercise of discretion and judgment on the part of the Committee. In all such instances, the Committee shall have sole, absolute and final discretion, unless it is established in appropriate legal proceedings that the Committee acted in an arbitrary and capricious manner.

4. BUILDING AND USE RESTRICTIONS

- 4.1 No Lot shall be used except for single family residential purposes.
- 4.2 No Improvements shall be erected, altered, placed, built or permitted to remain on any Lot other than one detached single family dwelling, a garage, and outbuildings customarily appurtenant to single family residential dwellings.
- 4.3 All Improvements, except a greenhouse, shall correspond in style and architecture to the residence to which it is appurtenant.
- 4.4 No garage apartment shall be erected on any Lot.
- 4.5 Construction of new buildings only shall be permitted. No one can move any existing building or prefabricated housing onto a Lot. No prefabricated building or building made primarily of metal or vinyl sheeting may be constructed except as specifically approved in writing by the Committee. All outbuildings must be in architectural harmony with the residence to which it is appurtenant.
- 4.6 Construction of an Improvement on any Lot once initiated, must be diligently pursued and completed within a reasonable time.
- 4.7 Each single family residence shall contain at least 3,500 square feet of total area under roof and the livable heated area shall not be less than 3,000 square feet.
- 4.8 A garage capable of housing at least three automobiles must be provided on each Lot. No garage may be open toward or face the street upon which the front of the house faces. Any garage must have a garage door.
- 4.9 Any garage which faces either a side street or is visible from the front must have a remote operated mechanical garage door.
- 4.10 No building shall be located on any Lot nearer than fifty (50) feet to the front Lot line, or nearer than fifteen (15) feet to any side street line, rear lot line, or any interior Lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building; however, this shall not be construed to permit any portion of a building to encroach upon another Lot. In case of conflict between the setback lines on the recorded plat and these covenants, the greater setback is to prevail. In the event that any Person buys contiguous Lots, a building may be built nearer to what was formerly an interior Lot line, provided, however, no building can be constructed on any Lot smaller than as shown on the recorded plat.
- 4.11 No Lot may be resubdivided without the unanimous consent of the Committee.
- 4.12 The predominant roof slope shall have a minimum roof pitch of 8:12. Lower pitches and metal roofs may be allowed as accents with approval of the Committee.
- 4.13 Shingles shall be architectural grade and shall be a shade of black or gray. Slate and tile may be approved by the Committee on a case-by-case basis.
- 4.14 Easements for installation and maintenance of utilities, drainage and passage are reserved as shown on the recorded plats.

- 4.15 There shall be no interference with the established drainage pattern over any property within the subdivision except as approved in writing by the Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern that exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Committee.
- 4.16 No animals, livestock, poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats or any other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Dogs, cats or any other household pets must be kept on the Owner's property and shall not roam freely, but must be leashed or detained by fences.
- 4.17 No mineral drilling, mineral development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot. Oil wells, tanks, tunnels, mineral excavations or shafts shall not be permitted upon or on any Lot. No derrick or other structure designed or used in boring for oil or natural gas shall be erected or maintained or permitted upon any Lot. No drilling of water wells shall be permitted upon any Lot unless approved by the Committee.
- 4.18 At any time prior to the commencement of construction of Improvements on a Lot and at all times following the completion of construction of such Improvements, no refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view, except that any such container (approved by the Corporation) may be placed in a designated area for garbage or trash pickup no earlier than 6 p.m. on the day preceding trash pickup of such garbage and trash, and shall be returned to an enclosed structure or an area appropriately screened from view no later than 12:01 p.m. on the day following the pickup of such garbage and trash.
- 4.19 No noxious, obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance to or cause an unreasonable embarrassment, disturbance or annoyance to others. No unsightly condition shall be created on any Lot or permitted to remain thereon.
- 4.20 No activity shall be conducted on and no Improvements shall be constructed on any property which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace or unless otherwise approved in writing by the Corporation. The fact that the Corporation approves the lighting of open fires on any property on any given occasion shall not require the Corporation to thereafter approve similar lighting of fires on such property or any other property at any later date. Permanent "fire pits" constructed of brick or stone that match the residence may be allowed with the approval of the Committee.
- 4.21 Each Owner shall keep the Owner's Lot and the Improvements thereon in a neat, clean and sanitary condition. No unsightliness shall be permitted on any Lot which is visible from any other Lot or other land within the Subdivision. Without limiting the generality of the foregoing, all unsightly conditions, structures, facilities, equipment, objects and conditions shall be

enclosed within a structure including garden or maintenance equipment except when in actual use.

- 4.22 No vehicle that normally transports inflammatory or explosive cargo may be kept in the Subdivision at any time.
- 4.23 Trucks with tonnage in excess of three-fourths (3/4) ton, school buses, and other large vehicles shall not be permitted to park overnight within the Subdivision.
- 4.24 No automobiles, boats, trailers, buses, all-terrain vehicles and/or recreational vehicles shall be parked in front of any house or on the street, except on a temporary basis. Boats, trailers, buses, all-terrain vehicles and/or recreational vehicles must be contained in an enclosed structure approved by the Committee.
- 4.25 No sign, poster, billboard, advertising device or display of any kind, including political signs, shall be displayed to the public view on any Lot, except one sign of no more than five (5) square feet advertising the property for sale. Signs of a larger size may be erected by the Declarant.
- 4.26 At any time during construction, remodeling, repair, or the like, of an Improvement, a builder, contractor, laborer, repairmen, etc., shall not park their vehicle, place any materials or conduct any activity on a Lot other than the Lot for which said activity is occurring.
- 4.27 No sound or odor shall be emitted from any property which is noxious or unreasonably offensive to others, including continual dog barking. Without limiting the generality of the foregoing, no horns, whistles, bells or other sound and fire devices, other than security and fire devices used exclusively for security and fire purposes and intercoms, shall be located or used on any property except with the prior written approval of the Committee. Exterior speakers may be located, used or placed on a Lot provided that the use of such exterior speaker does not constitute a nuisance or annoyance.
- 4.28 No tent, shack, temporary structure or temporary building shall be placed upon any property within the Subdivision except with the prior written consent of the Committee obtained in each instance.
- 4.29 Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No exterior radio antennae, television antennae, or other antennae of any type shall be erected or maintained in the Subdivision.
- 4.30 Exterior lighting on poles is generally prohibited, except for such street lighting as Developer and the Committee may jointly approve.
- 4.31 Wood windows or metal-clad wood windows as approved by the Committee shall be required on the front and sides of the dwelling, or wherever windows may be seen from the street.
- 4.32 The exterior of any Improvement must contain a high percentage of quality materials. The Committee will issue guidelines in order to provide Owners with the standards which the Committee deems appropriate. Preferred exterior materials include brick, natural stone, cultured ("veneer") stone, traditional stucco (three (3)-coat system applied over metal lath), cement board siding and wood siding. No stucco board is allowed or synthetic stucco applied over Styrofoam board ("EIFS"). No metal, vinyl or

Masonite siding is allowed. An Owner may submit photographs or samples of similar installations or materials to illustrate the quality, texture or color of the proposed exterior material.

4.33 No fence or wall shall be erected, placed, altered or permitted nearer to any street than the front of the house unless approved by the Committee. Any fence erected on any Lot shall be of brick, cedar wood, wrought iron and/or redwood, or such other materials as may be approved in writing by the Committee. No fence shall be of cyclone, barbed wire, hog wire or mesh materials. No fence shall be more than seven (7) feet in height from ground level.

4.34 Pond Restrictions.

4.34.1 Only Pond Lot Owners are entitled to use the Ponds within the Subdivision; however, Pond Lot Owners are only entitled to use the Pond which fronts or adjoins a portion of said Owners Lot.

4.34.2 Any Owner of a Lot which does not front or adjoin any portion of either Pond in the Subdivision has no right to access or use any portion of either Pond within the Subdivision. Any person utilizing Pond A or Pond B must be accompanied by a Pond Lot Owner, or any household resident above the age of eighteen (18) years, of the respective Pond.

4.34.3 All Pond Lot Owners are governed by the Creation of Servitudes and Declaration of Pond Restrictions ("Servitude Agreement") which is recorded in the Conveyance Records of Caddo Parish, Louisiana.

4.34.4 Until all Ponds Lots, with respect to each specific Pond, specifically Lots 1, 2 and 3 on Pond A and Lots 3, 4 and 5 on Pond B, are sold by Developer, the Developer shall retain control of each Pond, dam and related structures and shall be responsible to maintain same.

4.34.5 Until all Pond Lots, with respect to each specific Pond, are sold, each Pond Lot Owner shall be responsible to reimburse the Developer for one-third (1/3) the costs and expenses of any required maintenance or repair with respect to the Pond, dam or related structures performed on the respective Pond, by the Developer within thirty (30) days of presentment of statement which shall be payable with ten percent (10%) interest per annum after presentment of statement.

4.34.6 Upon the sale of all Pond Lots, with respect to each specific Pond, all maintenance and repair to said Ponds shall be performed by the Pond Lot Owners whose Pond needs maintenance or repair in accordance with the Servitude Agreement and all costs incurred in connection therewith shall be equally born by the Pond Lot Owners of their respective Pond.

4.34.7 All Pond Lot Owners are automatically governed and subject to said Servitude Agreement in accordance with the laws of Louisiana.



5. EASEMENTS

- 5.1 The Corporation and each Owner is granted the rights of ingress and egress over the Common Areas, and the Corporation is authorized to make such construction and to grant such servitudes on, over and across said Common Areas as are reasonably necessary to the performance or affairs of the Corporation.
- 5.2 The Corporation is granted a three (3) foot wide fence easement on all borders of the Subdivision, including rights of ingress and egress across property to repair, replace, alter, construct and maintain said fences.

6. HOMEOWNERS ASSOCIATION

- 6.1 Owners of Lots will automatically be members of the Corporation. Each and every provision of the Articles of Incorporation and By-Laws of the Corporation are incorporated herein by reference as if same were copied verbatim. Included in said articles of incorporation and/or by-laws is the power of the Board to levy community service assessments against each Lot owned by someone other than Developer in order to:
  - 6.1.1 Promote the recreation, health, safety and welfare of the Owners;
  - 6.1.2 Improve and maintain property, including Common Area, and/or Improvements thereon used by or for the benefit of the Corporation or its members; and
  - 6.1.3 Fulfill any lawful purpose.
- 6.2 An Owner shall be deemed to covenant and agree to pay the Corporation:
  - 6.2.1 An annual community assessment of five hundred dollars (\$500.00), or other amount modified by the Board of Directors, payable annually in advance, on or before January 1 of each year. If the Developer sells a lot after January 1, the assessment shall be prorated for the remainder of that calendar year.
  - 6.2.2 Special assessments for capital improvements and/or maintenance costs, such assessments to be fixed, established and collected from time to time. Said special assessments shall be for the purpose of repairing and/or replacing a portion of a Common Area or for the fulfillment of any other obligation incurred by the Corporation.
- 6.3 Payment of each assessment is to be a real obligation running with each Lot and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees and assigns and also shall be a personal obligation of the then Owner and shall remain his personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by same.
- 6.4 An Owner shall be bound and obligated to pay the community service assessment on or before the due date and any special assessment within thirty (30) days. In the event an assessment is not timely paid, then the Owner shall be liable for all costs associated with the collection thereof as provided for below in Paragraph 7, including reasonable attorney fees and legal interest.
- 6.5 Non-use by an Owner or abandonment shall not relieve such Lot or Owner from liability for payment of an assessment.

6.6 Each Owner shall have a right of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to:

6.6.1 The rights of the Corporation to:

- (a) Suspend the voting rights and/or right to use the Common Area by an Owner for either:
  - (i) Failure to timely pay community service assessments;
  - or
  - (ii) Failure to abide by the covenants, charter, by-laws or other published rules and/or regulations governing the use of the Common Area.
- (b) Dedicate or transfer all or any part of the Common Area to any public agency, authority or utility.

6.6.2 The terms and conditions of the Articles of Incorporation and By-laws of the Corporation.

## 7. ENFORCEMENT

The Developer, the Corporation and any Owner shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions and covenants now or hereafter imposed (except as properly waived as provided herein) by the provisions of the Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from the date of delinquency at a rate of twelve percent (12%) per annum and the Corporation shall be entitled to a privilege against the affected Lot in accordance with Louisiana R.S. 9:1145, et seq. In this respect, the Corporation may, at any time after an assessment becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of Caddo Parish, Louisiana, identifying the nature and amount of the assessments which have not been paid, a description of the Lot or Lots for which the assessments have not been paid and the name or names of the Owners personally obligated to pay the assessment and the name of the Owner of the Lot or Lots affected. Said notice shall be signed and verified by an officer or agent of the Corporation and a copy thereof shall be served upon the Owners named therein by certified mail, registered mail or personal delivery. The Corporation may bring an action against the Owner personally obligated to pay the unpaid assessments and the Owner shall be responsible to pay reasonable attorney's fees and all costs and other expenses incurred by the Corporation in connection with collection of such assessments. In the same action, or a separate action at the option of the Corporation, the Corporation may seek recognition and enforcement of the real obligations provided by these restrictions and the privilege provided for in Louisiana R.S. 9:1145, et seq., by proceeding "in rem" against the affected Lot and its Owner for the amount of the unpaid assessments together with legal interest thereon from the date due and reasonable attorneys' fees.

8. ANNEXATION

Each Owner, by acceptance of a deed or conveyance instrument, agrees that the Corporation by and through the Board, has the power to represent all Owners within the Subdivision with respect to annexation into the City of Shreveport, Louisiana, and execute any instruments in connection with such annexation. Each Owner hereby expressly waives such Owner's right to oppose such annexation if approved by the Board.

9. MISCELLANEOUS

- 9.1 Invalidation of any of the provisions of this Declaration shall not affect any other provisions hereof, which shall remain in full force and effect.
- 9.2 The provisions of this Declaration shall constitute covenants running with the land, and shall be binding upon all future Owners, transferees and lessees thereof, and their successors and assigns.
- 9.3 To the extent permitted by law, this Declaration may be amended or terminated within twenty-five (25) years of the date of this Declaration by a lawful act signed by Owners, owning no less than fifty-one (51%) percent of the total Lots and, thereafter, by a lawful act signed by Owners holding no less than fifty-one (51%) percent of the total Lots. Any amendment or abrogation shall be filed in the Conveyance Records of Caddo Parish, Louisiana.
- 9.4 Notwithstanding anything to the contrary contained herein, paragraphs number 3.1-3.9 and 4.1-4.34 may not be amended or terminated without the unanimous written approval of the Committee.
- 9.5 Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.
- 9.6 The headings in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

THUS DONE AND PASSED in the City of Shreveport, Caddo Parish, Louisiana, on the day, month and year hereinabove first written in the presence of the undersigned competent witnesses who have hereunto affixed their signatures with the said Appearer and me, notary, after reading of the whole.

WITNESSES:

Pamela J. Knox  
Pamela J. Knox

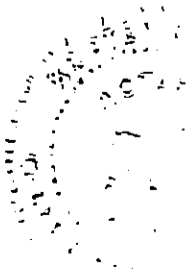
WALLACE LAKE DEVELOPMENT, L.L.C.

Linda Edwards  
Linda Edwards

By: C. DeWitt Caruthers  
C. DeWitt Caruthers, Manager

Kristen C. Kot

NOTARY PUBLIC in and for  
Caddo Parish, Louisiana.



KRISTEN C. KOT, NOTARY PUBLIC  
CADDO & BOSSIER PARISH, LA  
MY COMMISSION IS FOR LIFE  
ID # 91988