

FILED AND RECORDED  
BOSSIER PARISH, LA.

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*Wilson Mabry*  
CLERK & BY OFFICE  
RECORDER

STATE OF LOUISIANA )  
                          )  
PARISH OF CADDO     )

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WOODLAKE SUBDIVISION UNIT NO. 1  
BOSSIER PARISH, LOUISIANA

BEFORE ME, the undersigned authority, a Notary Public in and for Caddo Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

BLACK BAYOU PARTNERS, LTD., a Louisiana partnership, with address of 1810 Louisiana Tower, Shreveport, Louisiana 71101, represented herein by its duly authorized undersigned Partner (hereinafter called "Declarant");

who being duly sworn declared that:

1.

Declarant is the owner of the following described property in Bossier Parish, Louisiana, to-wit:

Lots One (1) through Sixty (60) inclusive, WOODLAKE SUBDIVISION UNIT NO. 1, a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded in Conveyance Book 808, at page 44-51, Records of Bossier Parish, Louisiana.

Declarant hereby subjects said property to the restrictions, covenants and conditions hereinafter stated to enhance and protect the value, desirability and attractiveness of said property.

All of said property above-described shall be owned, held, sold, encumbered and conveyed subject to the following restrictions, covenants and conditions, which said restrictions, covenants and conditions shall be covenants running with the land and binding on all parties having or acquiring any interest in said 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 Woodlake Homeowners Association, Inc., a Louisiana non-profit corporation.

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Section 2. "Declarant" shall mean and refer to BLACK BAYOU PARTNERS, LTD. If any successor or assign of Declarant should acquire more than one undeveloped Lot from Declarant for the purpose of development, Declarant may designate such purchaser as a successor to some or all of the rights of Declarant hereunder.

Section 3. "Lot" shall mean and refer to any regularly subdivided lot of land shown upon any recorded subdivision map of the Properties (as hereinafter defined) filed by Declarant. The term "Lot" shall also include Resubdivided Lots if same are formed in accordance with Article V, Section 4, hereof.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Properties" shall mean and refer to Lots One (1) through Sixty (60), WOODLAKE SUBDIVISION UNIT NO. 1, a subdivision of Bossier Parish, Louisiana.

## ARTICLE II

Section 1. Membership in Homeowners Association. The owner of each Lot shall be a Member of the Association, with the same rights and subject to the same obligations as other Members of said Association, provided that persons or entities who hold an interest in a Lot merely as security for performance of an obligation shall not be Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is made subject by Declarant to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

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ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS OR CHARGES

Section 1. Creation of Owner's Personal Obligation for Payment of Certain Charges and Assessments. The Association is authorized to levy and collect charges and costs assessed by it against each Lot and the Owner thereof as hereinafter provided. Each Owner by acceptance of a deed for any Lot or interest therein, whether or not it be expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association costs assessed to Owners of Lots as follows:

- (1) Annual assessments or charges, and
- (2) Special assessments or charges for capital improvements,

as may be fixed, established, and collected by the Association from time to time as hereinafter provided. Each such assessment or charge, together with ten percent (10%) per annum interest thereon from the due date until paid, all costs and attorney's fees incurred in the collection which are stipulated at fifteen percent (15%) of amount to be collected, both principal and interest, as herein provided for, shall be the personal obligation of the person who is the owner of the Lot at the time the assessment or charge was made or became due. This personal obligation for charges already accrued shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments or Charges. Revenues derived from assessments or charges levied by the Association shall be used exclusively for the recreation, health, safety and welfare of its Members, for improvement and maintenance of the Association's properties, and for facilities related to the common benefit of all the Members.

Section 3. Amount of Assessments and Charges. Until July 1, 1986, the maximum annual assessment shall be as follows:

For each Lot contained in the Properties, the annual assessment shall be \$50.00.

(a) Effective July 1, 1986, the maximum annual assessment may be increased each year without a vote of the Members to reflect the rise, if any, in the cost of living experienced in the preceding calendar year as shown by the Consumer Price Index (published by the United States).

(b) From and after the 1st day of July, 1986, the maximum annual assessment may be increased above that established by the rise in the cost of living determined as provided in subparagraph (a) above, by a vote of the Members. Members who are delinquent in any amount owed the Association shall not be entitled to vote until such delinquency is paid in full. Increases above that established by the rise in the cost of living shall have a maximum duration of two (2) years, after which period Members may vote in the manner provided hereinafter to reinstate additional increases, provided that any such change shall have either (i) the written assent of two-thirds (2/3) of the authorized votes of Members in lieu of a formal meeting, or (ii) by majority vote of authorized Members, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The quota requirement of the meeting is set forth in Section 5 hereinafter.

(c) After consideration of maintenance costs and future needs of the Association, the Board of Directors of the Association may fix the annual assessment or charge at an amount not in excess of the maximum hereinabove provided for.

Section 4. Uniform Rate of Assessment or Charge. Both regular and special assessments or charges must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Quorum For Any Action Authorized Under Section 3. At the first meeting called, as provided in Section 3 hereof, the presence at the meeting of Members (or their proxies) entitled to cast

sixty (60%) percent of all the authorized votes of Members of the Association shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to written notice of not less than fifteen (15) nor more than thirty (30) days of the time and purpose of the meeting, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Effect of Non-payment 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 ten (10%) percent per annum until paid, and may be collected in any lawful manner. No Owner may waive or otherwise escape liability for the assessments or charges provided for herein by abandonment of his Lot.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL

Section 1. 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 an Architectural Control Committee.

Section 2. Membership of Committee. There shall be three (3) members of the Architectural Control Committee. Initial members of said Committee shall be (i) Weyman H. Oden, Jr., (ii) Willis L. Meadows, and (iii) Alan G. Elbert, and each of them shall serve for three (3) years and thereafter until their successors are elected. A majority of the Committee may designate a representative to act for it. There shall be an annual election of members of the Committee who shall be elected by

majority vote of the Directors of the Association. In the event of death or resignation of any member of the Committee, the remaining members or member shall have the full authority to designate a successor or successors. In the event no person is currently serving as a member of said Committee, those persons owning a majority of the Lots may appoint members to the Committee, or may discharge the functions thereof. It is the intention of this part to vest in the Architectural Control Committee the complete authority and power to disapprove of any structure, design, plan or color that does not, within the Committee's sole discretion, adequately maintain the architectural harmony or privacy of each home constructed or to be constructed. 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 be deemed to have been granted. Said thirty (30) day period shall commence to run from date of written receipt by the 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.

Section 3. Committee Fees. The Architectural Control Committee may charge a fee for services attendant to approval of plans not to exceed \$10.00 per thousand square feet of total floor area or fraction thereof. The Committee may charge a fee of \$100.00 per thousand square feet of total floor area or fraction thereof if plans are submitted after construction has begun.

#### ARTICLE V

##### USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, private garage, carport, and associated lakeshore structures. No garage apartments shall be permitted on any Lot. No commercial enterprise of any nature shall be entered into by

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owners or occupants on property in this subdivision. Each Owner will install a front yard light as part of any construction of a dwelling on a Lot.

Section 2. Dwelling Size. The habitable heated area of the main structure, exclusive of open porches and garages, shall be not less than 1,200.00 square feet.

Section 3. Building Location and Setback Lines. No building shall be located, erected or permitted on any Lot nearer than fifty (50) feet to the front property line or nearer than twenty (20) feet to an interior lot line without prior written consent of the Architectural Control Committee.

Section 4. Resubdivision of Lots. No Lot shall be resubdivided into additional Lots (Resubdivided Lots) without the prior written consent of the Architectural Control Committee. No building or structure shall be constructed or permitted on any tract consisting of less than the entirety of one lot as originally subdivided without the prior written consent of the Architectural Control Committee.

Section 5. Fences. No fence or wall more than two (2) feet in height shall be erected, placed, altered or permitted nearer to any street than any minimum building setback line or lines. No fence or wall shall extend past the flowage servitude or easement without prior written consent of the Architectural Control Committee.

Section 6. Trees. No tree on any Lot three (3) inches in diameter or larger at twenty-four (24) inches above ground shall be damaged, cut or destroyed without prior written approval of the Architectural Control Committee. Under no circumstances shall a Dogwood tree, regardless of size, be damaged, cut or destroyed without prior written approval of the Architectural Control Committee. Such authority is vested in this Committee to aid in maintaining the natural beauty of the Properties. In the event a permanent tree -- that is, a tree not approved for cutting at the time of initial construction of improvements on a Lot -- becomes diseased or damaged requiring its removal, the owner of said Lot shall immediately on removal of said tree, replace said tree

with a tree of not less than one (1) inch in diameter at twenty-four (24) inches above ground.

Section 7. Boat Houses and Constructions Extending Into the Lake. No boat house, pier, launching ramp or other construction extending into the Lake shall be constructed or permitted to exist on, from, or connected to any Lot until the construction plans and specifications and a plan showing the location of the proposed structure have been approved, in writing, by the Architectural Control Committee and the Cypress-Black Bayou Commission or other appropriate governmental entity.

Section 8. Transport Vehicles. Trucks with tonnage in excess of three-fourths (3/4ths) ton shall not be permitted to park on the streets, driveways or Lots overnight; no vehicle of any size which normally transports inflammable or explosive cargo may be kept in this subdivision at any time.

Section 9. Lot Size. No dwelling shall be erected or placed on any tract consisting of either more or less than a Lot without the prior approval of the Architectural Control Committee. No Lot or Lots shall be resubdivided without approval of the Architectural Control Committee.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No unsightly condition shall be permitted on any Lot and specifically, but without limitation, the storage or repair of a damaged or inoperable vehicle is prohibited on the Properties.

Section 11. Prohibited Uses and Structures. No structure of a temporary character, trailer, basement, garage, barn, or other similar out-building shall be used on any Lot at any time as a residence either temporarily or permanently. No mobilehome, tent, shack or temporary structure shall be permitted at any time.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than one (1) square foot, or one sign of not more than five (5) square feet, ad-



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

Section 13. Servitudes. Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 14. Oil and Mining Operations. No drilling for oil or gas, and no oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 15. Animals, 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.

Section 16. Garbage and Refuse Disposal. No Lot shall be used for or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept 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 17. Water and Sewage. The owner of each Lot shall provide a water and sewage system sufficient to serve the Lot, said system or systems (which may serve more than one Lot) to be constructed and operated in accordance with all appropriate governmental regulations, prior to any use of the Lot for residential purposes. If an oxidation pond is required, same must be completely enclosed by a wood fence at least six (6) feet high. Location and design of all sewer systems must be approved by the Bossier Parish Health Unit and any other governmental body having jurisdiction thereof, and also by the Architectural Control Committee, prior to construction or use thereof.

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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. 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 20. Conformance to Zoning. No Lot, including any improvements thereon, may be used in a manner which is not in conformity with all Zoning Ordinances and rules of a governmental authority having jurisdiction.

#### ARTICLE VI

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any remedy available for the purpose, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed under 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 so to do thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by Judgment, or Court Order, shall not affect any other provisions, all of which shall remain in full force and effect.

Section 3. Term and Application. 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-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless the majority of the then Owners of the Lots shall execute and record an instrument terminating or modifying said covenants and restrictions.


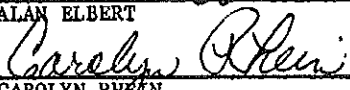
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Section 4. Amendment. The covenants and restrictions of this Declaration may be amended by an instrument signed by those persons including Declarant, owning more than fifty (50%) percent of the Lots. No amendment shall be effective until same is properly recorded in the Conveyance Records of Bossier Parish, Louisiana.

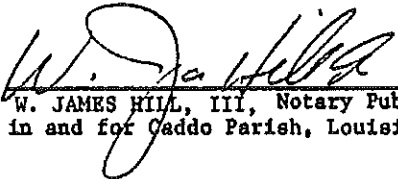
THUS DONE AND SIGNED in the presence of me, Notary, and the undersigned competent witnesses, in Shreveport, Caddo Parish, Louisiana, on this the 4th day of September, 1985.

WITNESSES:

  
ALAN ELBERT  
  
CAROLYN RHEIN

BLACK BAYOU PARTNERS, LTD.

By:   
Weyman R. Odeh, Jr.  
Managing Partner

  
W. JAMES HILL, III, Notary Public  
in and for Caddo Parish, Louisiana

FILED AND RECORDED  
BOSSIER PARISH, LOUISIANA  
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Wilson Mabry

STATE OF LOUISIANA  
PARISH OF CADDO

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FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WOODLAKE SUBDIVISION UNIT NO. 1  
BOSSIER PARISH, LOUISIANA

BEFORE ME, the undersigned authority, a Notary Public in and for Caddo Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

BLACK BAYOU PARTNERS, LTD., a Louisiana partnership, with address of 1810 Louisiana Tower, Shreveport, Louisiana 71101, represented herein by its duly authorized Managing Partner (hereinafter called "Declarant");

who being duly sworn declared that:

1.

Declarant is the owner of more than 50 percent (50%) of the following described property in Bossier Parish, Louisiana, to-wit:

Lots One (1) through Sixty (60), inclusive, WOODLAKE SUBDIVISION UNIT NO. 1, a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded in Conveyance Book 808, at Pages 44-51, Records of Bossier Parish, Louisiana (hereinafter called the "Properties").

The Properties are subject to certain covenants, conditions and restrictions (hereinafter called the "Restrictive Covenants") which were imposed thereon by Declarant by instrument dated September 4, 1985, and recorded September 19, 1985, under Registry No. 426,770 in Conveyance Book 831 at Page 784, Records of Bossier Parish, Louisiana. The Restrictive Covenants are presently in full force and effect. As owner of more than 50 percent (50%) of the Lots included in the Properties, Declarant hereby amends the Restrictive Covenants in the following respects.

A.

Section 11. (Prohibited Uses and Structures) of Article V (Use Restrictions) is amended by adding thereto the following sentence:

No electric or electronic structure, device, transmitting or receiving tower, dish, station or other similar equipment, shall be placed, erected or maintained outside a home on any Lot unless same is located (a) in the rear of an existing home, and (b) no closer to any Lot line than twenty (20) feet, provided that a variance may be obtained only by prior written approval of the Architectural Control Committee.

B.

Except as herein amended, the Restrictive Covenants remain in full force and effect and unchanged.

THUS DONE AND SIGNED in the presence of me, Notary, and the undersigned competent witnesses, in Shreveport, Caddo Parish, Louisiana, on this the 4th day of March, 1986.

WITNESSES:

~~BLACK BAYOU PARTNERS, LTD.~~

Carolyn Rhein  
Carolyn Rhein

By [Signature]  
Weyman H. Oden, Jr.  
Managing Partner

Alan Elbert  
Alan Elbert

[Signature]  
STUART D. LUNN Notary Public  
in and for Caddo Parish, Louisiana

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BOSSIER PARISH, LA.

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*Jan A. Carraway*  
NOTARY PUBLIC EX-OFFICIO

STATE OF LOUISIANA:

PARISH OF BOSSIER:

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WOODLAKE SUBDIVISION UNIT NO. 1 AND UNIT NO. 2  
BOSSIER PARISH, LOUISIANA

BEFORE ME, the undersigned authority, a Notary Public in and for Caddo Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

WOODLAKE HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation domiciled in Benton, Bossier Parish, Louisiana, represented herein by its duly authorized President of the Board, Kyle Ristig (hereinafter called "Declarant");

who being duly sworn declared that:

1.

Declarant and landowners identified in Attachment 1 represent more than two-thirds (2/3) of the following described property in Bossier Parish, Louisiana, to-wit:

Lots One (1) through Sixty (60), inclusive, WOODLAKE SUBDIVISION UNIT NO. 1, a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded in Conveyance Book 808, at Pages 44-51, Records of Bossier Parish, Louisiana, (hereinafter called the "Properties");

and

Lots One (1) through Eleven (11), inclusive, WOODLAKE SUBDIVISION UNIT NO. 2, a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded in Conveyance Book 808, at Pages 140-141, Records of Bossier Parish, Louisiana (hereinafter called the "Properties").

2.

The Properties are subject to certain covenants, conditions and restrictions (hereinafter called the "Restrictive Covenants"). The Restrictive Covenants for Unit No. 1 were imposed by instrument dated September 4, 1985, and recorded September 19, 1985, under Registry No. 426,770 in Conveyance Book 831 at Page 784, Records of Bossier Parish, Louisiana, with the First Amendment to the

Restrictive Covenants for Unit No. 1 imposed by instrument dated March 4, 1986, and recorded March 5, 1986, under Registry No. 434343 in Conveyance Book 846 at Page 711, Records of Bossier Parish, Louisiana. The Restrictive Covenants for Unit No. 2 were imposed by instrument dated March 27, 1986, under Registry No. 435540 in Conveyance Book 848 at Page 528, Records of Bossier Parish, Louisiana, with the First Amendment to the Restrictive Covenants for Unit No. 2 imposed by instrument dated June 5, 1987, under Registry No. 458491 in Conveyance Book 882 at Page 658, Records of Bossier Parish, Louisiana.

3.

The Restrictive Covenants for Unit No. 1 and for Unit No. 2 are presently in full force and effect.

4.

As owners of more than two-thirds (2/3) of the Lots included in the Properties, and upon authority of a vote taken at the Annual Meeting of Declarant held on January 22, 1996, Declarant hereby amends the Restrictive Covenants for Unit No. 1 and for Unit No. 2 in the following respects:

A.

## UNIT NO. 1:

Section 11. (Prohibited Uses and Structures) of Article V (Use Restrictions) is amended by adding thereto the following paragraph:

"No fence shall be constructed below the flowage easements or flowage servitudes that would restrict a landowner's view of the lake."

## UNIT NO. 2:

Section 10. (Prohibited Uses and Structures) of Article V (Use Restrictions) is amended by adding thereto the following paragraph:

"No fence shall be constructed below the flowage easements or flowage servitudes that would restrict a landowner's view of the lake."

B.

Except as herein amended, the Restrictive Covenants remain in full force and effect and unchanged.

THUS DONE AND SIGNED in the presence of me, Notary, and the undersigned competent witnesses, in Benton, Bossier Parish, Louisiana, on this the 16th day of march, 1996.

WITNESSES:

WOODLAKE HOMEOWNERS ASSOCIATION, INC.

Tommye F. Thomas  
Charles E. Thomas

By: K. Ristig  
Kyle Ristig, its duly authorized  
President of the Board

Leah L. Gann  
Leah L. Gann, NOTARY PUBLIC  
in and for Bossier Parish, LA