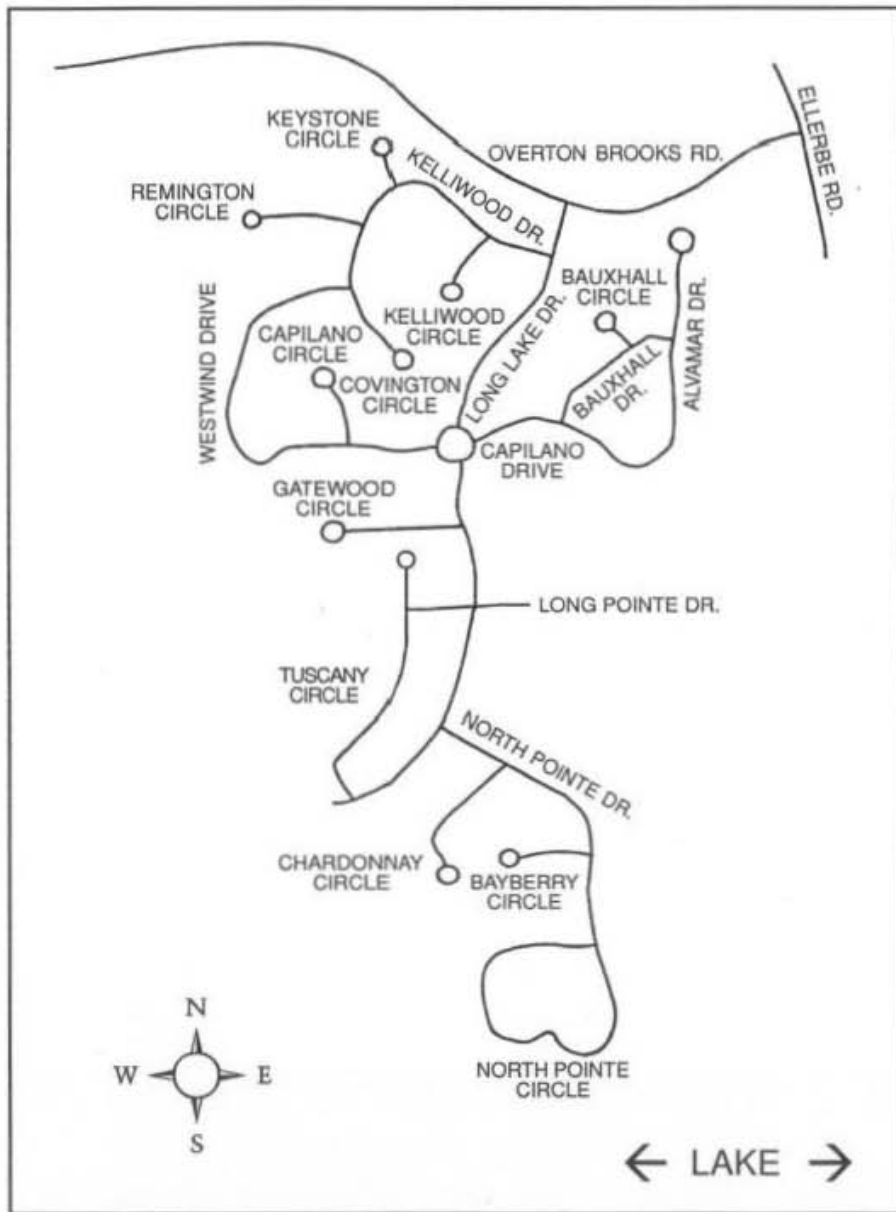


*Long Lake*  
*Estates*



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## Frequently Asked Questions

**W**here do I obtain information concerning the entrance gate, such as operations, my name on the Rolodex or gate openers?

Call the office of Mason Construction at 797-4828 and ask for Mary.

**I**f I am having a large party at night, can arrangements be made to leave the gate open past normal closing time?

No need. Just notify guard to let in visitors.

**W**ho should I call to report that a street light is out?

Call SWEPCO at 1-800-256-1154  
or Tom Perry at 862-2272.

**W**ho should I call if I have a problem with trash pickup?

Call City of Shreveport at 673-6369.

**A**re the common areas for our use?

Yes. We only ask that four wheelers and go-karts not be driven on the grass.

**H**ow do I obtain a boat sticker and key to the lake boat ramp?

Call the office of Steve Simon Construction at 868-6006.



**Fox McKeithen**  
SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*  
a copy of Amended and Restated Charter of

LONG LAKE ESTATES HOMEOWNER ASSOCIATION, INC.

A Louisiana corporation domiciled at Shreveport, **1363010**

Said Restatement executed on October 14, 1992 and  
acknowledged on October 14, 1992,

Was recorded in this Office on October 16, 1992, the date  
Restatement became effective, and filed in the Record of  
Non-Profit Corporations Book 344.

*In testimony whereof, I have hereunto set  
my hand and caused the Seal of my Office  
to be affixed at the City of Baton Rouge on  
October 16, 1992*

*Fox McKeithen*

ALL

*Secretary of State*



# AMENDED AND RESTATED CHARTER OF LONG LAKE ESTATES HOMEOWNER ASSOCIATION, INC.

On October 13th, 1992, the members of Long Lake Estates Homeowner Association, Inc., amended and restated the Charter to read as follows:

## 1. NAME

The name of this Corporation is:

LONG LAKE ESTATES HOMEOWNER ASSOCIATION, INC.

## 2. DEFINITIONS

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

2.1 *Developer:* Simon Building & Development Corp. and Long Lake Development Partnership, their assigns and/or successors.

2.2 *Subdivision:*

Lots One (1) through Fifty Four (54), both inclusive, of Long Lake Estates Subdivision, Unit 1, a subdivision located in Caddo Parish, Louisiana, as per plat recorded in Conveyance Book 2050 at pages 93-103 of the Records of Caddo Parish, Louisiana

Lots One (1) through Twenty One (21), both inclusive, Long Lake Estates Subdivision, Unit 2, a subdivision located in Caddo Parish, Louisiana, as per plat recorded in Conveyance Book 2150 at pages 269-271 of the Records of Caddo Parish, Louisiana

Lots Twenty Two (22) through Forty Nine (49), both inclusive, Long Lake Estates Subdivision, Unit 3, a subdivision located in Caddo Parish, Louisiana, as per plat recorded in Conveyance Book 2150 at pages 407-409 of the Records of Caddo Parish, Louisiana.

2.3 *Lot:* A parcel of ground suitable for the construction of a single family residential unit as shown on the latest recorded Subdivision plat.

2.4 *Owner:* The record owner of any Lot.

2.5 *Corporation:* Long Lake Estates Homeowner Association, Inc., a Louisiana non-profit corporation. An Owner is automatically a member of said Corporation.

2.6 *Common Area:* This shall mean all real property, including the improvements thereon, owned by the Corporation for the common use and enjoyment of the Owners. The Common Area to be owned by the Corporation at the time of the conveyance of the first Lot is described as follows:

Lots "A-1", "A-2", "A-3" and "A-4" of Long Lake Estates Subdivision, Unit 1, a subdivision located in Caddo Parish, Louisiana, as per plat recorded in Conveyance Book 2050 at pages 93-103 of the Records of Caddo Parish, Louisiana.

3. PURPOSE

This Corporation is organized to be a "Residential Real Estate Management Association" or "Homeowners Association" as defined in Section 528 of the Internal Revenue Code of 1954 as amended and as such shall have all the rights, powers, privileges and obligations which a Louisiana non-profit corporation may now or hereafter exercise in accordance with said Internal Revenue Code and the regulations thereunder.

No part of the net earnings of the Corporation shall inure (other than by acquiring, constructing, or providing management, maintenance and care of association property and other than by a rebate or excess membership dues, fees or assessments) to the benefit of any member or other person.

This Corporation does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are:

- (a) To provide for maintenance, preservation and architectural control of all Subdivision property; and
- (b) To promote the health, safety and welfare of all Owners; and
- (c) To have and exercise all the rights, powers, privileges and obligations which a Louisiana non-profit corporation may now or hereafter exercise in accordance with said Internal Revenue Code and the regulations thereunder.

4. DURATION

This Corporation is a perpetual, non-profit corporation, as defined in Louisiana Revised Statute 12:201 et seq.

5. MEMBERSHIP AND VOTING RIGHTS

5.1 Every Owner of a Lot shall be a member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

5.2 The Corporation shall have two classes of voting memberships:

- (a) (1) Class A members shall be Owners other than Developer; and
- (2) Class B members shall be the Developer.
- (b) The Class B membership shall terminate and be converted to Class A membership on the occurrence of the earliest of:
  - (1) When the Developer owns no more Lots; or
  - (2) December 31st, 1999.

5.3 (a) Each member shall be entitled to vote as follows:

- (1) Class A members shall be entitled to one vote for each Lot owned.
- (2) Class B members shall be entitled to two votes for each Lot owned.
- (b) (1) When more than one person holds an ownership interest in any Lot, the membership as to such Lot shall be

joint and a single membership for such Lot shall be issued in the names of all Owners, and they shall designate to the Corporation, in writing, one person who shall have the power to vote said membership.

- (2) In no event shall more than one vote be cast with respect to any Lot owned by a Class A member.
- (3) In the event of a dispute between co-owners, then said vote shall be counted as an abstention.
- (4) There may be no fractional votes.

#### 6. BOARD OF DIRECTORS

- 6.1 The affairs of the Corporation shall be managed by a Board of Directors.
- 6.2 The Board shall be composed of six directors, which number may be increased or decreased subject to the by-laws, but shall never be less than three.
- 6.3 Two new board members, Glenna Nesbitt and Armond Roos were elected to terms of three years. The composition of the Board is as follows:

#### TERM EXPIRES

Joe Callaway 1096 Bauxhall Drive Shreveport, Louisiana 71106 Phone: 797-2203	1999
Jean Dayton 2829 Covington Circle Shreveport, LA 71106 Phone: 797-2553	1999
Laura Nanda 2718 Alvamar Drive Shreveport, Louisiana 71106 Phone: 797-0935	1998
Glenna Nesbitt 2815 Long Lake Drive Shreveport, Louisiana 71106 Phone: 797-5726	2000
Pat Joyner 2620 Kelliwood Circle Shreveport, Louisiana 71106 Phone: 797-2766	1998
Armond Roos 1044 Bauxhall Circle Shreveport, Louisiana 71106 Phone: 797-1392	2000



- 6.4 Directors need not be members.
- 6.5 All directors shall serve until their successors are elected and qualified.

7. COMMUNITY SERVICE ASSESSMENT

- 7.1 There may be imposed, levied, assessed or charged by the Board against each Lot owned by a Class A member community service assessments in order to:
  - (a) Promote the recreation, health, safety and welfare of the Owners; and
  - (b) Improve and maintain property and/or improvements thereon used by or for the benefit of the Corporation or its members; and
  - (c) Fulfill any lawful purpose.
- 7.2
  - (a) A Class A member shall pay community service assessments in an amount and at such times as determined by the Board in accordance with the by-laws. Until modified by the Board, the community service assessment shall be \$45.00 per month payable annually in advance.
  - (b) A Class B member shall not pay community service assessments.
- 7.3
  - (a) To the extent provided by law, an Owner shall be bound and obligated to pay said community service assessments on or before the due date.
  - (b) In the event said community service assessments are not timely paid, then the Owner shall be liable for all costs associated with the collection thereof, including reasonable attorney fees and legal interest from the due date.
  - (c) The Corporation shall have a privilege upon the Lot and the improvements thereon for the full amount of the community service assessments, charges, expenses, dues, legal interest from the date due, reasonable attorney fees and costs as provided by LSA-R.S. 9:1145-1148, or such other provisions of law which may be applicable.
  - (d) This privilege to secure community service assessment shall be subordinated to any valid vendor's lien or the valid lien of any first mortgage on the assessed Lot and improvements.
- 7.4 Non-use by the member or abandonment shall not relieve such Lot or member from liability for any community service assessment.

8. COMMON AREA

The Corporation owns immovable property lying within the Subdivision. Such Common Area is owned and held by the Corporation for the common use and enjoyment of the Subdivision and the Owners thereof.

9. SUPPLEMENTAL ADDITIONS

Developer intends to develop other property in the vicinity of Subdivision and at such time to include said property by supplemental declaration under the jurisdiction, terms and conditions of Long Lake Estates Homeowner Association, Inc. Upon such supplemental declaration by Developer, all Owners of Lots lying within the newly added property shall become members of Corporation with all of the rights, privileges and obligations associated therewith. At the time of said supplemental declaration, Developer shall be given a Class B membership for each of said Lots under terms and conditions identical hereto. Developer shall not be required to pay community service assessments as a Class B member.

10. AMENDMENTS

These articles and the by-laws may be amended as set out in the by-laws, provided the directors are authorized to amend these Articles to evidence acceptance of future lots developed in the area as subject to the jurisdiction, terms and conditions of the Corporation and to accept the owners of said lots as members of the Corporation.

11. DISSOLUTION

The Corporation may be dissolved with the assent given in writing and signed by seventy five (75%) per cent of the total votes of each member class. Upon dissolution, other than incidental to a merger or consolidated, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused, such assets shall be conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes.

12. DOMICILE, REGISTERED OFFICE

The domicile of this Corporation shall be Caddo Parish, Louisiana, and the location and post office address of its registered office shall be:

c/o Simon Building & Development Corp.  
P.O. Box 5369  
Shreveport, Louisiana 71135

13. REGISTERED AGENTS

The name and post office address of the Corporation's registered agents are:

Armand L. Roos  
1044 Bauxhall Circle  
Shreveport, Louisiana 71106

Steven N. Simon  
P. O. Box 5369  
Shreveport, Louisiana 71135  
B. Bruce Simon  
1014 North Pointe Circle  
Shreveport, Louisiana 71106

14. OFFICERS

The name and address of the officers are:

Pat Joyner	PRESIDENT
2620 Kelliwood Drive	
Shreveport, Louisiana 71106	

Laura Nanda	SECRETARY
2718 Alvamar Drive	
Shreveport, Louisiana 71106	

Steven N. Simon	TREASURER
1066 North Point Circle	
Shreveport, Louisiana 71106	

At the meeting of members at which the amendment was adopted, 77.6% of the votes were represented, 77.2% of the votes were voted for and 22.8% of the votes were voted against, the amendments. The original date of incorporation is September 3, 1985.

LONG LAKE ESTATES HOMEOWNER  
ASSOCIATION, INC.

# BY-LAWS OF LONG LAKE ESTATES HOMEOWNER ASSOCIATION, INC.

## 1. DEFINITIONS

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

- 1.1 *Developer*: Simon Building & Development Corp., its assigns and/or successors.
- 1.2 *Subdivision*: Lots One (1) through Fifty Four (54), both inclusive, of Long Lake Estates Subdivision, Unit 1, a subdivision located in Caddo Parish, Louisiana, as per plat recorded in Conveyance Book 2050 at pages 93-103 of the Records of Caddo Parish, Louisiana.
- 1.3 *Lot*: A parcel of ground suitable for the construction of a single family residential unit as shown on the latest recorded subdivision plat.
- 1.4 *Owner*: The record owner of ant lot.
- 1.5 *Corporation*: Long Lake Estates Homeowners Association, Inc., a Louisiana non-profit corporation. An owner is automatically a member of said corporation.
- 1.6 *Board*: The Board of Directors of corporation.
- 1.7 *Officers*: The officers of corporation.
- 1.8 *Person*: Any natural individual, firm, corporation, partnership, association, trust or legal entity capable of holding title to immovable property under Louisiana law.
- 1.9 *Common Area*: This shall mean all real property, including the improvements thereon, owned by the corporation for the common use and enjoyment of the owners. The common area to be owned by the corporation at the time of the conveyance of the first lot is described as follows:

Lots "A-1", "A-2", "A-3" and "A-4" of Long Lake Estates Subdivision, Unit 1, a subdivision located in Caddo Parish, Louisiana, as per plat recorded in Conveyance Book 2050 at pages 93-103 of the Records of Caddo Parish, Louisiana.

## 2. REGISTERED OFFICE AND AGENT

The corporation shall maintain a registered office and a registered agent in the State of Louisiana which office and agent may be changed from time to time by resolution of the Board of Directors.

## 3. APPLICABILITY

All present or future owners, and any other persons that might use corporate property in any manner are subject to the regulations set forth in these by-laws. There mere ownership, use or occupancy of lot will signify that these by-laws are accepted, ratified and will be complied with.

4. MEMBERSHIP, VOTING, QUORUM, PROXIES

- 4.1 Membership. Membership in this corporation shall be limited to record owners of a lot. One Class A membership in the corporation shall be issued to the record owner of each lot other than the developer. One Class B membership in the corporation shall be issued to the developer. The record owners of all lots collectively shall constitute all members. In the event any such lot is owned by two or more persons, the membership as to such lot shall be joint and a single membership for such lot shall be issued in the names of all owners, and they shall designate to the corporation, in writing, one person who shall have the power to vote said membership.
- 4.2 Transfer of Membership. A membership in the corporation and/or the share of a member in the assets of the corporation shall not be assigned, encumbered or transferred in any manner, except as an appurtenance to transfer of title to the lot to which the membership pertains. A transfer of membership shall occur automatically upon the transfer of title to the lot to which the membership pertains, but the corporation shall be entitled to treat the person or persons in whose name or names the membership is recorded on the books and records of the corporation as a member for all purposes until such time as evidence of a transfer of title, satisfactory to the corporation, has been submitted to the secretary. A transfer of membership shall not release the transferrer from liability for obligations accrued incident to such membership prior to such transfer.

5. MEMBERS MEETINGS

- 5.1 Place and Time of Meetings. Meetings of the corporation shall be held at such place and at such time as the board of directors may determine.
- 5.2 Annual Meetings. The first annual meeting of members of the association shall be held within sixty (60) days after the developer has conveyed fifty one (51%) per cent of the total number of lots within the property, or one year from the date of incorporation, whichever is sooner. Thereafter, the annual meetings of members shall be held on the second Tuesday in February, or at such other time as the Board may designate. At such meeting, members shall be elected to the board of directors, in accordance with the requirements set forth in the charter and by-laws. The members may also transact such other business of the corporation as may properly come before them.
- 5.3 Special Meetings. Special meetings of the members for any purpose or purposes may be called by the president as directed by resolution of the board of directors or upon a petition signed by a majority of the members of the corporation. Such petition shall state the purpose or purposes of such proposed meeting.
- 5.4 Notice of Meetings. The president or secretary shall give or cause to be given notice of the time, place and purpose of each annual



or special meeting by mailing or delivering such notice at least five (5) days but not more than twenty-one (21) days prior to such meeting to each member at the respective addresses of said members as they appear on the records on the association.

#### 5.5 Quorum

- (a) Definition. Except as otherwise provided by law, the presence of any member, in person or by proxy, holding a majority of the total voting power shall constitute a quorum at all meetings of the members despite the subsequent withdrawal or refusal to vote of any member.
- (b) Lack of Quorum. If any meeting of members cannot be organized because a quorum is not present, the meeting may, after the lapse of at least one-half hour from the time designated for the meeting, be adjourned by the vote of a majority in interest of the members present or represented to such time and place as they may determine. If all members entitled to vote at such adjourned meeting are given at least five (5) days notice that the meeting was adjourned for lack of a quorum and of the purposes of the meeting, then the presence in person or by proxy of members having at least one-fourth ( $1/4$ ) of the total voting power shall constitute a quorum for the transaction of business at such second meeting; except, that for the limited and sole purpose of elected directors any number of members present in person or by proxy at such second meeting shall constitute a quorum. Any notice given pursuant to this section of these by-laws shall contain a copy of this section.

#### 5.6 Voting.

- (a) Definition. At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such member and bearing a date not more than eleven (11) months prior to said meeting, unless said instrument provides for a longer period. The aforesaid proxy need not be a member.
- (b) Number of Votes.
  - (1) Each Class A member being present (either in person or by proxy) shall be entitled to one (1) vote for each lot owned by said member as shown on the books of the corporation at the time of said meeting or on the record date for the determination of members entitled to vote at the said meeting if the Board shall have fixed such a record date.
  - (2) Each Class B member being present (either in person or by proxy) shall be entitled to two (2) votes for each lot owned by said member as shown on the books of the corporation at the time of said meeting or on the record date for the determination of members entitled

to vote at the said meeting if the Board shall have fixed such a record date.

- (c) Majority Decision. Except as otherwise provided by law, the Articles of Incorporation of these by-laws, a majority of the voting power present, in person or by proxy, shall decide any matter brought before the members.
  - (d) Written Ballot. On demand of any member the vote for directors, or on any question before a meeting, shall be a written ballot.
- 5.7 Proxies. All proxies shall be in writing, signed and shall be filed with the Secretary prior to or at the meeting for which they are given, and shall be voted in strict accordance with voting instructions contained therein, if any.
- 5.8 Unanimous Consent. Any action required by statute to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members having voting power on the particular question, and such consent shall have the same force and effect as a vote of the members. Any such signed consent, or a signed copy thereof, together with a certificate of the secretary of the corporation to the effect that the subscribers to such consent constitute all of the members entitled to vote on the particular question, shall be placed in the minute book of the corporation.

## 6. BOARD OF DIRECTORS

### 6.1 Number.

- (a) The board of directors shall be composed of three natural persons until the first annual meeting of the members and, thereafter, the Board shall be composed of six natural persons.
- (b) The members by majority vote may change the number of directors, but in no event shall the Board be composed of less than three natural persons.

### 6.2 Powers. The board of directors manages the affairs of the corporation, and subject to any restrictions imposed by law, the articles, the subdivision restrictions, or these by-laws, may exercise all powers of the corporation. Without prejudice to such general powers, the directors have the following specific powers:

- (a) To promulgate the rules and regulations as they deem prudent and proper.
- (b) From time to time, to devolve the powers and duties of any officer upon any other person for the time being.
- (c) To determine who shall be entitled to vote.

- (d) To delegate any of the powers of the board to any standing or special committee or to any officer of agent (with power to subdelegate) upon such terms as they see fit.
- 6.3 Election and Term of Office.
- (a) The board of directors shall be elected at the regular annual meetings of the members.
  - (b) The directors designated at the first annual meeting shall consist of:
    - (1) Two directors, each to hold office for one (1) year;
    - (2) Two directors, each to hold office for two (2) years; and
    - (3) Two directors, who shall hold office for three (3) years.
  - (c) At each annual meeting after the first annual meeting, the successors to the directors whose terms shall expire in that year shall be elected to hold office for the term of three (3) years, so that the term of office of two directors shall expire in each year.
- 6.4 Vacancies. Vacancies on the board of directors caused by any reason shall be filled for the unexpired terms of office by vote of the majority of the remaining directors even though they may consist of less than a quorum and each member so elected shall be a director until his successor is duly elected by the members of the corporation at the expiration of the term.
- 6.5 Removal of Directors. At any regular or special meeting of the members, any one or more of the directors may be removed, either with or without cause, at any time by the affirmative vote of seventy-five (75%) per cent of the entire membership of record and a successor may then be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members of the association shall be given an opportunity to be heard at the meeting.
- 6.6 First Meeting. A first meeting of each newly elected Board shall be held immediately after the meeting of members at which directors were elected. No notice of such meeting shall be necessary to the newly elected directors, in order to legally constitute the meeting, provided a quorum is present. In addition to whatever other business may come before such first meeting, the Directors shall: (a) elect officers; (b) designate such committees as may be determined, and (c) designate the dates, time and place for regular meetings of the Board, if regular meetings are deemed desirable in the Board's discretion. Any failure by a newly elected Board to so meeting, or so act at such meeting, shall have no other consequence than to empower any director, officer or member to call a special meeting of the board of directors upon such notice as required for a special meeting of the board.
- 6.7 Regular Annual Meetings. Regular annual meetings of the board of directors shall be held without notice immediately following



the annual meeting of the members of the corporation, and the board may establish regular meetings to be held at such other places and such other times as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings of the board of directors shall be given to each director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for the meeting.

- 6.8 Special Meetings. Special meetings of the board of directors may be called by the president on five (5) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the board of directors shall be called by the president or secretary in like manner and on like notice of the written request of at least fifty (50%) per cent of the directors.
- 6.9 Waiver of Notice. Before or at any meeting of the board of directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.
- 6.10 Quorum. At all meetings of the board, a majority of the directors in office and qualified to act constitute a quorum for the transaction of business, and except as otherwise provided by law, the Articles of Incorporation or these by-laws. The action of a majority of the directors present at any meeting which a quorum is present is the action of the board of directors. If a quorum is not present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice, until a quorum is present. If a quorum be present, the directors present may continue to act by vote of a majority until adjournment, notwithstanding the subsequent withdrawal of enough directors to leave less than a quorum or the refusal of any directors present to vote.
- 6.11 Unanimous Consent. Any action which may be taken at a meeting of the Board or any committee thereof, may be taken by a consent in writing signed by all of the directors or by all members of the committee, as the case may be and filed with the records of proceedings of the board or committee.
- 6.12 Telephone Directors Meeting. The Board of Directors or any committee thereof may hold meetings by means of conference telephone or similar communications equipment provided that all persons participating in the meeting can hear and communicate with each other. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meetings, except where a person participated in the meeting for the express purpose of objecting to the transaction of any business on the

ground that the meeting is not lawfully called or convened.

- 6.13 Directors Compensation. No compensation shall be paid to directors for their service as directors.
- 6.14 Minutes. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the minute book of the corporation.
- 6.15 Qualifications. Directors need not be members and shall be responsible persons of full age.
- 6.16 Resignations. The resignation of a director shall be delivered, in writing, to the president or the secretary, and shall take effect upon receipt thereof or on any later date specified therein not more than thirty (30) days after such receipt.

## 7. EXECUTIVE COMMITTEE

- 7.1 Constitution and Powers. The board of directors may, at its discretion, designate an executive committee and appoint members thereof one of which shall be the president. Said executive committee shall have and may exercise all of the authority and powers of the board of directors in the business and affairs of the corporation when the board is not in session, except the power to: (a) make or alter by-laws; (b) fill vacancies on the board or the executive committee; or (c) change the membership of the executive committee, even though such authority and powers be herein provided or directed to be exercised by a designated officer of the corporation. So far as practicable, members of the executive committee (if the directors elect to designate such a committee) shall be appointed by the board of directors at its first meeting after each annual meeting of members and, unless sooner discharged by the board of directors, shall hold office during the terms of the board of directors constituting it, unless otherwise ordered by the board of directors or provided for in the resolution pursuant to which the executive committee is designated.
- 7.2 Records. The executive committee shall keep a record of its acts and proceedings and shall report the same, from time to time, to the board of directors.
- 7.3 Vacancies. Any vacancy in the executive committee may be filled by the board of directors, but the president may designate another director to serve on the executive committee pending action by the board of directors.
- 7.4 Meeting Procedures. The executive committee shall meet at such times as it shall predetermine, and such predetermined meetings may be held without notice except to those committee members absent when such predetermination was made. Upon such notice as is required for a special meeting of the directors, the executive committee shall meet at any time on call of the chairman of such committee or any two members thereof. A majority of the total number of executive committee members (including

vacancies in such membership) constitutes a quorum, and committee action may be taken by majority vote (or such higher vote as may be required by law, the Articles of Incorporation, or by resolution of the full board of directors) at any meeting where a quorum is present.

- 7.5 Chairman. The board shall designate a chairman of the executive committee.
- 7.6 No Limitation on Power of Delegation. Nothing contained in this article of these by-laws shall be construed as limiting the power of the full board to delegate its powers (including the power to sub-delegate) to one or more officers or agents of the corporation.

## 8. OFFICERS

- 8.1 Elected Officers. The elected officers of the corporation shall be a president, vice president, secretary and treasurer, all of whom shall be elected by the Board of Directors. Any two offices may be combined in the same person and none need be a director.
- 8.2 Assistants. Any officer may appoint one or more assistants who shall have such duties as may be delegated by the officers appointing them. Assistant officers so appointed shall be deemed to be assistants to the officers of the corporation but shall not themselves be deemed officers.
- 8.3 Compensation. No compensation shall be paid to officers for their services as officers.
- 8.4 Term of Office; Removal; Filling of Vacancies. Each elected officer of the corporation shall hold office until his successor is chosen and qualified in his stead or until his earlier death, resignation, retirement, disqualification or removal from office. Each appointive officer shall hold office at the pleasure of the board of directors without the necessity of periodic reappointment. Any officer of agent elected or appointed by the board of directors may be removed at any time by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the board of directors (or the president pending action by the board of directors) in the case of vacancies which exist for any reason.
- 8.5 President. The president shall be the principal executive officer of the corporation and, subject to the control of the board of directors, shall direct, supervise, coordinate and have general control over the affairs of the corporation and shall have the powers generally attributable to the chief executive officer of a corporation. The president shall preside at all meetings of the members and board of the corporation.
- 8.6 Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice

president is able to act, the board of directors shall appoint some other member of the board to so act on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the board of directors.

- 8.7 Secretary. The secretary shall be the custodian of the records and of the seal of the association and shall affix the seal to all documents requiring the same; shall see that all notices are duly given, and that the books, reports, and other documents and records of the corporation are properly kept and filed; shall keep minutes of the proceedings of the members, board of directors and executive committee; shall keep at the registered office of the corporation a record of the names and addresses of the members entitled to vote; prepare and sign certificates of compliance; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned to him by the board of directors or by the president.
- 8.8 Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the association, shall deposit all such funds in the name of the association in such depositories as shall be designated by the board of directors, shall keep correct and complete books and records of account and records of financial transactions and condition of the corporation and shall submit such reports thereof as the board of directors may from time to time require; and in general shall perform all duties incident to the office of treasurer, and such other duties as may from time to time be assigned to him by the board of directors or by the president.
- 8.9 Qualifications. Officers need not be members and shall be responsible persons of full age.
- 8.10 Resignations. The resignation of an officer shall be delivered, in writing, to the board, and shall take effect upon receipt thereof or on any later date specified therein not more than thirty days after such receipt.

## 9. COMMUNITY SERVICE FEES

- 9.1 Definition and Purpose. There may be imposed, levied, assessed or charged by the Board against each lot owned by a Class A member community service fees:
  - (1) To promote the recreation, health, safety and welfare of the owners; and
  - (2) Improvement to and maintenance of property or improvements thereon used by or for the benefit of the corporation or its members; and
  - (3) For any other lawful purpose.
- 9.2 Types. The expenses which owner will be assessed by the corpo-

ration, which expenses shall include, but are not limited to, the actual or estimated cost of:

- (a) Ad valorem taxes and other taxes of all kinds which are levied against corporate property.
  - (b) Maintenance, repair, replacement and upkeep of all corporate property and any other property which the corporation decides to maintain (such as strip lying between the fence and Overton Brooks Road).
  - (c) Insurance premiums for liability and casualty (or any other type) insurance with respect to common property.
  - (d) Insurance premiums for insurance policy to indemnify the officers and directors of corporation for all loss which they may suffer as an officer or director of corporation, except as to matters resulting from their gross negligence or willful misconduct,
  - (e) Utility charges incurred, including but not limited to:
    - (1) Sewerage charges due the City of Shreveport;
    - (2) Electricity usage; and
    - (3) Charges for trash removal.
  - (f) Management and administration expenses of the corporation, including, without being limited to, compensation paid to accountants, attorneys and employees.
  - (g) Security fees.
  - (h) Any other item which the officers of board deem necessary, prudent or advisable.
- 9.3 Payable. All community service fees are payable as directed by the board of directors. Each member shall pay said assessment on or before the due date. All such assessments shall be prorated.
- 9.4 Privilege. In the event that community services fees are not promptly paid when due, then the corporation shall have a privilege upon said lot and the improvements thereon, all as more fully set out in the restrictions and articles and as provided by LSA-R.S. 9:1145-1148.
- 9.5 Amendment. The members, by affirmative vote of two thirds (2/3) of the votes entitled to be cast by the members who are voting, in person or by proxy, at a duly called meeting shall have the right to amend the amount of the community service assessment as set by the board for all Class A members.
- 9.6 Certificate of Compliance.
- (a) The corporation shall, upon demand and for a reasonable charge, furnish a certificate signed by one officer of the corporation setting forth whether or not the community service assessment on a specified lot have been paid as of the date of preparation of such certificate. A properly executed certificate of the corporation as to the status of a



lot shall be binding upon the corporation as of the date of its issuance.

- (b) If said certificate is being given incidental to the conveyance of a lot, the notary, transferee, or closing officer is hereby authorized to deduct from any consideration due the transferor any outstanding assessments and/or other charges due the corporation by the transferor and transmit same directly to the corporation.

## 10. NOTICES

- 10.1 Manner of Giving Notice. Whenever, under the provisions of law, the articles of incorporation, or these by-laws, notice is required to be given to any committee member, director or member and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing by mail, postage prepaid, addressed to such member, director or member at his address as it appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be delivered at the time when the same shall be deposited in the United States mail as aforesaid.
- 10.2 Waiver of Notice. Whenever any notice is required to be given to any committee member, member or director of the corporation under the provisions of law, the articles of incorporation, or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to such notice.
- 10.3 Attendance. Members, directors or committee members present at a meeting shall be deemed to have received, or to have waived, notice thereof.

## 11. MISCELLANEOUS

- 11.1 Inspection of Books. Financial reports such as are required to be furnished, and the membership records of this corporation shall be available at the principal offices of the corporation for inspection at reasonable times by any members.
- 11.2 Execution of Documents. With the prior authorization of the board of directors, all notes, checks and contracts or other obligation shall be executed on behalf of the corporation by any two officers, unless as specified otherwise.
- 11.3 Fiscal Year. The fiscal year of the corporation shall be determined by the board of directors and shall be subject to change by the board of directors should association practice subsequently necessitate such change.
- 11.4 Budget. At each annual meeting of the members of the corporation the board of directors or the managing agent shall present for approval thereby a proposed budget for the operation of the project during the forthcoming year. Said budget shall include

- such items of expense as shall be determined from time to time by the board of directors.
- 11.5 Corporate Seal. The board of directors may provide a suitable corporate seal containing the name of the association which seal shall be in the custody and control of the secretary.
- 11.6 Indemnification of Officers and Directors. The corporation shall indemnify every director or officer, his heirs, executors, administrators and representatives against all loss, costs and expenses, including attorney fees, reasonable incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct.
- 11.7 Record Date. For the purpose of determining members entitled to notice of an to vote at a meeting, to make a determination of members for any other proper purpose, the Board of Directors may fix in advance a record date for determination of members for such purpose, such date to be not more than sixty days, nor less than ten days, prior to the date or which the action requiring the determination of members is to be taken. Except as the board of directors may provide otherwise, if no record date is fixed for the purpose of determining (1) entitled to notice of and to vote at a meeting, the close of business on the day before the notice of meeting is mailed, or if notice is waived, the close of business on the day before the meeting, shall be the record date for such purpose, or (2) for any other purpose, the close of business on the day on which the board of directors adopts the resolution relating thereto shall be the record date for such purpose. A determination of members entitled to notice of and to vote at a meeting, shall apply to any adjournment thereof unless otherwise provided by the board of directors.
- 11.8 Amendment. These by-laws and the articles may be amended by the vote of not less than seventy-five (75%) per cent of the total votes of the members of the corporation present or represented by proxy at any regular or special meeting, provided that a quorum is present at any such meeting. Amendments may be proposed by the board of directors or on petition signed by at least fifty-one (51%) per cent of the members. A statement of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment shall be voted upon. These by-laws and the articles may not be amended insofar as such amendment would be inconsistent with the subdivision restrictions.
- 11.9 Severability. Invalidation of any provision of these by-laws shall not affect any other provisions hereof which shall remain in full force and effect.

11.10 Interpretation.

- (a) Whenever the legislature has declared that any provision of law is applicable unless the articles or by-laws provide otherwise, such provision of law shall be deemed applicable unless negated or amended by provisions in the articles or in the by-laws or unless the applicability of such provision would clearly frustrate the provisions in the articles or by-laws.
- (b) Whenever 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.

11.11 Headings. The headings in this declaration are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

LONG LAKE ESTATES HOMEOWNER ASSOCIATION, INC.



**LONG LAKE ESTATES SUBDIVISION,  
UNIT 10**

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

BE IT KNOWN that this 29th day of February, 1996, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

LONG LAKE DEVELOPMENT COMPANY, L.L.C., a Louisiana Limited Liability Company, domiciled in Caddo Parish, Louisiana, whose permanent mailing address is P. O. Box 5369, Shreveport, Louisiana 71135, herein represented by Steven N. Simon

who declared that:

- (A) It is the Owner of certain immovable property in the Parish of Caddo, State of Louisiana, which is more particularly described as follows:

Lots One Hundred twenty One (121) through Two Hundred Sixteen (216), both inclusive, of Long Lake Estates Subdivision, Unit 10, a subdivision located in Caddo Parish, Louisiana, as per plat recorded in Conveyance Book 2300 at pages 99 through 104 of the Records of Caddo Parish, Louisiana, and sometimes referred to as "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, as amended, which imposes covenants, conditions, restrictions and/or servitudes upon the subdivision.
- 2.2 *Declarant:* Long Lake Development Company, L.L.C., its assigns and/or successors.
- 2.3 *Developer:* Long Lake Development Company, L.L.C., its assigns and/or successors.
- 2.4 *Subdivision:* Lots One Hundred twenty One (121) through Two Hundred Sixteen (216), both inclusive, of Long Lake Estates Subdivision, Unit 10, a subdivision located in Caddo Parish, Loui-

siana, as per plat recorded in Conveyance Book 2300 at pages 99 through 104 of the Records of Caddo Parish, Louisiana.

- 2.5 *Lot*: A parcel of ground suitable for the construction of a single family residential unit as shown on the latest recorded subdivision plat.
- 2.6 *Owner*: The record Owner of title to any Lot.
- 2.7 *Corporation*: Long Lake Estates Homeowners Association, Inc., a Louisiana non-profit Corporation.
- 2.8 *Board*: The Board of Directors of Corporation.
- 2.9 *Officers*: The Officers of Corporation.
- 2.10 *Committee*: The Architectural Control Committee.
- 2.11 *Person*: Any natural individual, firm, corporation, 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, storage buildings or sheds, driveways, fences, walls, landscaping, gardens, satellite receiving or transmitting dishes, and/or antennas.

### 3. ARCHITECTURAL CONTROL

- 3.1 There is hereby created an Architectural Control 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 will foster the attractiveness of the subdivision, thus protecting the value, desirability and quality of life within the subdivision.
- 3.2 The Architectural Control Committee shall be comprised of five natural Persons, three of which shall be appointed by Declarant, one of which shall be appointed by the Family of Edna Marie O'Brien and one of which shall be appointed by the Family of Norman V. Kinsey. In the event that any Person (or group of Persons) relinquishes their right to appoint a designee to the Committee, then said right shall devolve to the Board who shall select a natural Person(s) to serve until their successor is chosen. The relinquishment of said right to appoint a designee to the Committee shall be in writing and mailed to the Board and the other members of the Committee.
- 3.3 The Architectural Control Committee shall act by majority vote. The entire Committee or each member thereof may designate a representative to act for it.
- 3.4 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 and

location of the same shall have been submitted to, and approved in writing, by the Architectural Control Committee.

- 3.5 The plans and specifications for any Improvements shall be submitted to the Architectural Control 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 Architectural Control Committee fails to approve or disapprove in writing such plans and specifications within fourteen (14) days after the plans and specifications have been submitted to it, approval will be deemed granted.
- 3.6 In making its decision as to any work, the Architectural Control Committee shall consider the following design standards:
  - 3.6.1 *Validity of Concept:* The basic idea of the change must be sound and appropriate to its surroundings.
  - 3.6.2 *Landscape and Environment:* The change must not unnecessarily destroy or blight the landscape or environment.
  - 3.6.3 *Relationship:* The proposed Improvements must relate harmoniously among themselves and to existing buildings and terrain.
  - 3.6.4 *Protection of Neighbors:* The interests of neighboring Owners must be protected by making reasonable provisions for such matters as drainage, sound, sight, views, light and air and other aspects of design which may affect neighboring property.
  - 3.6.5 *Design Compatibility:* The proposed change 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.
  - 3.6.6 *Workmanship:* The quality of work must be equal to or better than that of the surrounding Lots.
- 3.7 The Architectural Control Committee shall have the right, by unanimous vote, to waive any covenant, condition, servitude and/or restriction when, and in the event, it deems it appropriate to do so.

#### 4. 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 such 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, 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.
- 4.6 Construction of an Improvement on any Lot, once started, must be diligently pursued and completed within a reasonable time.
- 4.7 Each single family residence shall contain at least 3,000 square feet of total area under roof.
- 4.8 The liveable heated area of the main structure shall not be less than 2,500 square feet.
- 4.9 A garage or carport to house at least two automobiles must be provided on each Lot.
- 4.10 No garage or carport may be open toward or face the street upon which the front of the house faces.
- 4.11 Any garage or carport which is located on the front of the house but which faces an interior Lot line or a side street must have a mechanical garage door.
- 4.12 Any garage or carport which faces either a side street or is visible from the front must have a mechanical garage door.
- 4.13 No building shall be located on any Lot nearer than 40 feet to the front Lot line, or nearer than 20 feet to any side street line, or nearer than 7.5 feet to an interior Lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, providing, however, that this shall not be construed to permit any portion of a building to encroach upon another Lot.
- 4.14 In case of conflict between the setback lines on the recorded plat and these covenants, the greater setback is to prevail.
- 4.15 In the event that any Person buys more than one Lot, 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.
- 4.16 No Lot may be resubdivided without the unanimous consent of the Architectural Control Committee.
- 4.17 Easements for installation and maintenance of utilities, drainage and passage are reserved as shown on the recorded plats.
- 4.18 For drainage purposes, the grades and low elevations as left by Declarant shall be considered the natural drainage.
- 4.19 No animals, livestock, poultry or any kind shall be raised, bred or kept on any Lot, except that dogs, cats or any other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
- 4.20 No mineral drilling, mineral development operations, oil refining, quarrying or mining operations of any kind shall be permit-

ted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts 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.

- 4.21 No Lot shall be used 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.
- 4.22 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 an annoyance or nuisance to another Owner. No unsightly condition shall be created on any Lot or permitted to remain thereon.
- 4.23 No sewerage disposal system shall be permitted on any Lot.
- 4.24 Each Owner shall keep their Lot and the Improvements thereon in a neat, clean and sanitary condition.
- 4.25 No Lot or any Improvement thereon may be used as a group home, a community home, or a single family unit having common interests, goals and problems as defined by LSA-R.S. 28:381(8).
- 4.26 No vehicles which normally transport inflammatory or explosive cargo may be kept in the subdivision at any time.
- 4.27 Trucks with tonnage in excess of 3/4 ton, school buses, and other large vehicles shall not be permitted to park on any street within the subdivision overnight.
- 4.28 No boats, trailers, buses and/or recreational vehicles shall be parked in front of any house, except on a temporary basis.
- 4.29 No sign of any kind 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.
- 4.30 Some of the Lots covered by these restrictions have frontage on a body of water commonly known as "Long Lake". Each Owner acknowledges that Long Lake is a privately owned lake and that usage of said lake is limited by additional restrictions filed in Caddo Parish, Louisiana, in Book 3069 at page 380.

## 5. HOMEOWNERS ASSOCIATION

Developer places all Lots under the jurisdiction, terms and conditions of Long Lake Estates Homeowners Association, Inc., in accordance with the provisions of the Amended and Restated Charter of Long Lake Estates Homeowner Association, Inc. Therefore:

- 5.1 Owners of Lots will automatically be members of Corporation. Each and every provision of the Charter and By-Laws of Long



Lake Estates Homeowners Association, Inc., are incorporated herein by reference as if same were copied verbatim. Included in said Charter 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:

- 5.1.1 Promote the recreation, health, safety and welfare of the Owners; and
- 5.1.2 Improve and maintain property, including Common Area, and/or Improvements thereon used by or for the benefit of the Corporation or its members; and
- 5.1.3 Fulfill any lawful purpose.
- 5.2 An Owner shall be bound and obligated to pay the community service assessments on or before the due date.
- 5.3 In the event the community service assessments are not timely paid, then the Owner shall be liable for all costs associated with the collection thereof, including reasonable attorney fees and legal interest from the date due.
- 5.4 The Corporation shall have a privilege upon the Lot and the Improvements thereon for the full amount of the community service assessments, charges, expenses, dues, legal interest from the date due, reasonable attorney fees and costs as provided by LSA-R.S. 9:1145-1148, or such other provisions of law which may be applicable.
- 5.5 This privilege to secure community service assessments shall be subordinated to any valid vendor's lien or the valid lien of any first mortgage on the assessed Lot and Improvements thereon.
- 5.6 Non-use by the member or abandonment shall not relieve such Lot or member from liability for community service assessment provided.
- 5.7 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:
  - 5.7.1 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.
  - 5.7.2 The terms and conditions of the Charter and By-Laws of Corporation.

- 5.8 The Corporation has installed and is presently maintaining a gate at the entry into Long Lake. By purchasing a lot, each Owner acquiesces as to the existence and continuation of the gate and relieves the Developer, the Corporation, the Board and its officers from any liability in connection with the gate.
- 5.9 Certain Lots are also under the jurisdiction, terms and conditions of Lake Front Owners Association, Inc., in accordance with the provisions of the Charter of Lake Front Owners Association, Inc., which Charter is recorded in Book 2475 at page 556 of the Records of Caddo Parish, Louisiana. Each and every provision of the Charter and By-Laws of Lake Front Owners Association, Inc., are incorporated herein by reference as if same were copied verbatim.

6. 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 by the provisions of this 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.

7. MISCELLANEOUS

- 7.1 Invalidity of any of the provisions of this Declaration shall not affect any other provision hereof which shall remain in full force and effect.
- 7.2 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.
- 7.3 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 not less than fifty one (51%) per cent of the total Lots and, thereafter, by a lawful act signed by Owners holding not less than fifty one (51%) per cent of the total Lots. Any amendment or abrogation shall be filed in the Office of the Register of Conveyances of Caddo Parish, Louisiana.
- 7.4 Notwithstanding anything to the contrary contained herein, paragraphs number 3.1 - 3.7, 4.1 - 4.12, 4.15, 4.16 and 4.23 may not be amended or terminated without the unanimous written approval of the Architectural Control Committee.
- 7.5 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.
- 7.6 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 my office at Shreveport, Louisiana, on the day, month and year herein above first written in the presence of the undersigned competent witnesses who have hereunto affixed their signatures with the said appearers and me, Notary, after reading of the whole.

LONG LAKE DEVELOPMENT COMPANY, L.L.C.



## AGREEMENT

THIS AGREEMENT by and between:

SIMON BUILDING & DEVELOPMENT CORP., a Louisiana corporation, domiciled in Caddo Parish, Louisiana, whose permanent mailing address is P.O. Box 5369, Shreveport, Louisiana, herein represented by Steven Simon, its duly authorized officer (hereinafter referred to as "SIMON")

AND

CITY OF SHREVEPORT, a municipal corporation, domiciled in Caddo Parish, Louisiana, whose permanent mailing address is 1234 Texas Avenue, Shreveport, Louisiana, herein represented by John B. Hussey, Mayor, its duly authorized representative (hereinafter referred to as "SHREVEPORT")

WHEREAS, SIMON has an option and right of first refusal to purchase property located in Sections 21, 22, 27 and 28, Township 16 North, Range 13 West, Caddo Parish, Louisiana, said property known as Ridgewood Farms (hereinafter referred to as "RIDGEWOOD FARMS") as outlined in red on the Topographic Map (hereinafter referred to as "SURVEY") prepared by Demopulos & Ferguson dated February, 1966, and revised August 19, 1966, said SURVEY being attached hereto and made a part hereof; and

WHEREAS, SIMON plans to exercise the option to purchase approximately 145 acres of RIDGEWOOD FARMS outlined in green on the SURVEY attached hereto, said optioned acreage hereinafter referred to as "LONG LAKE ESTATES"; and

WHEREAS, SIMON intends to begin development of LONG LAKE ESTATES into a single family residential subdivision; and

WHEREAS, it is SIMON'S intention and desire to develop other acreage lying within RIDGEWOOD FARMS in the future; and

WHEREAS, SHREVEPORT has a forced sewer main (hereinafter referred to as "FORCED MAIN") which run to the Lucas Treatment Facility. The right of way for FORCED MAIN adjoins or is in the close proximity of the northwest boundary of LONG LAKE ESTATES as shown on said SURVEY; and

WHEREAS, SIMON desires to avoid construction of a sewer treatment facility and desires to tie on to said FORCED MAIN; and

WHEREAS, SHREVEPORT, in the future, intends to annex RIDGEWOOD FARMS into its city limits; and

WHEREAS, SHREVEPORT would save a great deal of money if the water and sewer system built by SIMON to service RIDGEWOOD FARMS would meet city specifications;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, it is hereby agreed as follows:

- (1) All underground water mains for the central water system to be built in RIDGEWOOD FARMS by SIMON will meet

SHREVEPORT'S specifications.

- (2) All underground sewer mains for the central water system to be built by SIMON in RIDGEWOOD FARMS will meet SHREVEPORT'S specifications.
- (3) SIMON is hereby given the right to tap the FORCED MAIN in a good and workmanlike manner in order to inject untreated sewerage from RIDGEWOOD FARMS into the FORCED MAIN, provided, however, it shall be SIMON's responsibility to:
  - (a) set a meter that will measure the amount of sewerage which runs into the FORCED MAIN from RIDGEWOOD FARMS; and
  - (b) pay all expenses incurred in making said connection.
- (4)
  - (a) SIMON agrees to place any acreage lying within RIDGEWOOD FARMS which they develop under recorded restrictive covenants (hereinafter called "COVENANTS") prior to deeding any lots therein.
  - (b) SIMON agrees to include in COVENANTS language which:
    - (1) establishes an organization which will pay all sewerage disposal charged to SHREVEPORT. Until annexation, the sewerage disposal charges charged by SHREVEPORT to said organization shall be at the same rate as charged by SHREVEPORT for other areas lying outside the city limits for similar services.
    - (2) binds the future owners to petition for annexation into the city limits of SHREVEPORT and/or to remove from said future owners the right to fight annexation into SHREVEPORT upon SHREVEPORT'S request for annexation.
- (5) The obligation to accept annexation shall be effective upon a request by SHREVEPORT, provided, however, SHREVEPORT hereby agrees not to accept any part of RIDGEWOOD FARMS for annexation until such time as SHREVEPORT is able and does assume the responsibility to provide and in fact, does provide, RIDGEWOOD FARMS with water from SHREVEPORT'S water treatment facility.
- (6) Upon annexation:
  - (a) SHREVEPORT shall immediately assume all responsibility for providing water and sewerage services to the developed acreage within RIDGEWOOD FARMS.
  - (b) SIMON shall donate to SHREVEPORT the underground water mains and sewerage system, including the underground mains and lift stations.
  - (c) All items not necessary by SHREVEPORT for the transmission of water and sewerage through the developed acreage lying within RIDGEWOOD FARMS shall remain the property of SIMON, including, but not limited to, water stor-

age facilities, water wells and pumping and treatment equipment.

- (7) Any expenses incurred in connection SHREVEPORT's water system to the system lying within RIDGEWOOD FARMS shall be born solely by SHREVEPORT.
- (8)
  - (a) SIMON agrees not to place any sewerage in their system from any area lying outside of RIDGEWOOD FARMS, without the express permission of SHREVEPORT.
  - (b) SHREVEPORT shall have no right to allow anyone other than SIMON to tie on to the sewer system of RIDGEWOOD FARMS without the express permission of SIMON.
  - (c) SIMON may, at any time tie on to the RIDGEWOOD FARMS sewer system, any area they develop within RIDGEWOOD FARMS.
- (9) Prior to construction of any water or sewer system for RIDGEWOOD FARMS, SIMON agrees to present the plans and specification thereof to the Department of Water and Sewerage of the City of Shreveport for approval. Said approval shall not be unreasonably withheld and, unless objection is made within thirty (30) days, the plans and specification shall be deemed approved by SHREVEPORT.
- (10) SIMON agrees to convey only sewer that will meet Shreveport's ordinances as to strength and content.
- (11) As additional consideration hereof, SIMON agrees to pay a connection fee to SHREVEPORT of \$400.00 per diameter inch of the size of the pipe which is used to tie on to the FORCED MAIN.
- (12) All rights granted herein to SIMON may be assigned in whole or in part by SIMON.

IN WITNESS WHEREOF Simon Building & Development Corp. has executed this agreement in the presence of the undersigned competent witnesses on the 19th day of November, 1984.

SIMON BUILDING & DEVELOPMENT CORP.  
CITY OF SHREVEPORT

UNITED STATES OF AMERICA  
**State of Louisiana**

**Box McKeithen**

SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*  
a copy of the Articles of Incorporation of

LAKE FRONT OWNERS ASSOCIATION, INC.

Domiciled at Shreveport, Louisiana, Parish of Caddo,

A corporation organized under the provisions of R.S. 1950,  
Title 12, Chapter 2, as amended,

By Act executed on September 19, 1995, September 20, 1995,  
September 21, 1995 and September 22, 1995, and acknowledged  
on September 19, 1995, September 20, 1995, September 21,  
1995 and September 22, 1995, the date when corporate  
existence began,

Was filed and recorded in this Office on September 25, 1995,  
in the Record of Non-Profit Corporations Book 345,

And all fees having been paid as required by law, the  
corporation is authorized to transact business in this  
State, subject to the restrictions imposed by law, including  
the provisions of R. S. 1950, Title 12, Chapter 2, as  
amended.

*In testimony whereof, I have hereunto set  
my hand and caused the Seal of my Office  
to be affixed at the City of Baton Rouge on,*

September 25, 1995

*Box McKeithen*

RHU

*Secretary of State*



# LAKE FRONT OWNERS ASSOCIATION, INC.

## CHARTER

STATE OF LOUISIANA

PARISH OF CADDO

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified, in and for the Parish of Caddo, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

RIDGEWOOD PROPERTIES, L.L.C. (TIN# 72-1269310), a Louisiana Limited Liability Company, whose permanent mailing address is 401 Edwards Street, Suite 1805, Shreveport, Louisiana 71101, herein represented by Richard N. Kinsey, Member; Christopher M. Kinsey, Member; Glenn V. Kinsey, Member; and Rebecca Louise Kinsey Trust, Member, herein represented by Norman V. Kinsey, Glenn V. Kinsey, Christopher M. Kinsey and Richard N. Kinsey, Co-Trustees

AND

PREMIER BANK, N.A. (Formerly The First National Bank of Shreveport), Trustee Under the Will of Mae B. O'Brien for Elizabeth O'Brien (TIN# 72 6076623)

PREMIER BANK, N.A. (Formerly The First National Bank of Shreveport), Trustee for W. J. O'Brien, Jr., Marital Trust (TIN# 72-6132358) domiciled in Shreveport, Caddo Parish, Louisiana, whose permanent mailing address is 400 Texas, Shreveport, Louisiana 71101

THOMAS W. O'BRIEN (SS# 438-76-8867), husband of and separate in property from Pamela Lewis O'Brien

WILLIAM J. O'BRIEN, III (SS# 439-58-5079), husband of and separate in property from Maria Morris O'Brien

MAE MARIE O'BRIEN GARDNER (SS# 439-58-5051), wife of and separate in property from Chris B. Gardner

MORGAN P. O'BRIEN (SS#439-58-5057), husband of and separate in property from Leigh Ann Lindsey O'Brien

all domiciled in Shreveport, Caddo Parish, Louisiana, whose permanent mailing address is 5925 Line Avenue, P.O. Box 6020, Shreveport, Louisiana 71136-6020

EDNA MARIE WHITMEYER O'BRIEN ALLEN, Trustee of Elizabeth O'Brien Lifetime Trust (TIN# 72-6110470)

EDNA MARIE WHITMEYER O'BRIEN ALLEN (SS# 438-84-4501)

EDNA MARIE WHITMEYER O'BRIEN ALLEN, Trustee for W. J. O'Brien, Jr. Family Trust (TIN# 72-6132357)

domiciled in Shreveport, Caddo Parish, Louisiana, whose permanent mailing address is P. O. Box 1446, Shreveport, Louisiana 71164-1446

AND

LONG LAKE HOMEOWNERS ASSOCIATION, INC., (TIN# 72-1044757), a Louisiana non-profit corporation, whose permanent mailing address is P.O. Box 5369, Shreveport, Louisiana 71135, herein represented by Steven N. Simon, its duly authorized President (hereinafter referred to as "Homeowners Association")

who declared that, availing itself of the benefits and provisions of the Constitution of the State of Louisiana and the law of said State relative to the organizations of non-profit corporations, and particularly of the provisions of R.S. 12:201 et seq., it does by these presents form and organize a corporation in accordance herewith, to-wit:

1. NAME

The name of this Corporation is:

LAKE FRONT OWNERS ASSOCIATION, INC.

2. DEFINITIONS

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

- 2.1 *The Kinsey Family*: This means all members of Ridgewood Properties, L.L.C., and the immediate family members of its Members.
- 2.2 *The O'Brien Family*: This means Edna Marie Whitmeyer O'Brien Allen, Individually and as Trustee of both the Elizabeth O'Brien Lifetime Trust and the W. J. O'Brien, Jr., Family Trust, William J. O'Brien, III, Morgan P. O'Brien, Mae Marie O'Brien Gardner, Thomas W. O'Brien, and Premier Bank, N.A., as Trustee under the will of Mae B. O'Brien for Elizabeth O'Brien and for the W. J. O'Brien, Jr., Marital Trust and their immediate family members.
- 2.3 *Ridgewood Farms* means the property described on Exhibit "A" and shown on Exhibit "B", both of which are attached hereto. Ridgewood Farms comprises approximately 912 acres and is owned by the Kinsey Family and O'Brien Family.
- 2.4 *Lake or Long Lake* means that certain body of water known as "Long Lake" and located in Sections 21, 27 and 28, Township 16 North, Range 13 West, Caddo Parish, Louisiana, said Lake having an elevation of 167 feet above mean sea level. Said Lake lies entirely within Ridgewood Farms.
- 2.5 *Long Lake Homeowners Association, Inc., or Homeowners Association*: This means Long Lake Homeowners Association, Inc., a Louisiana non-profit corporation.



- 2.6 *Developer:* Long Lake Development Company, L.L.C., its assigns and/or successors.
- 2.7 *Subdivision:* Long Lake Estates Subdivision, all existing units (currently Units 1 - 9), and all additional units created within the boundaries of Ridgewood Farms by Developer, whose owners become members of Homeowners Association.
- 2.8 *Corporation:* Lake Front Owners Association, Inc., a Louisiana non-profit corporation.
- 2.9 *Common Area:* This shall mean Long Lake and all real property, including the improvements thereon, owned or leased by the Corporation for the common use and enjoyment of the Members.
- 2.10 *Member:* The original members of this corporation are Long Lake Homeowners Association, Inc., the Kinsey Family and the O'Brien Family. Purchasers of property with lakefront footage on Long Lake from the Kinsey and O'Brien Families shall become Members.

### 3. PURPOSE

- 3.1 This Corporation is organized to be a "Residential Real Estate Management Association" or "Homeowners Association" as defined in Section 528 of the Internal Revenue Code of 1954 as amended and as such shall have all the rights, powers, privileges and obligations which a Louisiana non-profit corporation may now or hereafter exercise in accordance with said Internal Revenue Code and the regulations thereunder.
- 3.2 No part of the net earnings of the Corporation shall inure (other than by acquiring, constructing, or providing management, maintenance and care of association property and other than by a rebate or excess membership dues, fees or assessments) to the benefit of any member or other person.
- 3.3 This Corporation does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are:
  - 3.3.1 To provide for maintenance, preservation and architectural control of the Common Area and surrounding area; and
  - 3.3.2 To promote the health, safety and welfare of all Members; and
  - 3.3.3 To have and exercise all the rights, powers, privileges and obligations which a Louisiana non-profit corporation may now or hereafter exercise in accordance with said Internal Revenue Code and the regulations thereunder.
  - 3.3.4 This Corporation is originally formed to acquire ownership of immovable property as Common Areas. While the ownership of such common areas is for the benefit of

all Members, all rights of use and access of such common areas are determined by the Board of Directors of Corporation and may be modified from time to time. For example, the Directors may limit lake access to lakefront property owners only, as membership derives from lakefront footage.

4. DURATION

This Corporation is a perpetual, non-profit corporation, as defined in Louisiana Revised Statute 12:201 et seq.

5. MEMBERSHIP AND VOTING RIGHTS

5.1 Membership in the Corporation is solely derived from the ownership of land with lake front footage on Long Lake. The Corporation shall have four classes of Members.

5.1.1 The Class A member shall be Homeowners Association.

5.1.2 The Class B member shall be the Kinsey Family.

5.1.3 The Class C member shall be the O'Brien Family.

5.1.4 The Class D member shall be any other purchasers (or their assigns) of property with lakefront footage on Long Lake from the Kinsey and O'Brien Families.

5.2 Each Member shall be entitled to vote as follows:

5.2.1 There are a total of 40,000 votes which shall be allocated among the Members in proportion to their lakefront footage ownership on Long Lake at an elevation of 167 feet above mean sea level.

5.2.2 All votes accruing to lots lying within subdivision shall accrue to the Homeowners Association rather than to individual property owners.

5.3 The original votes are allocated as follows:

CLASS	NAME	NUMBER OF VOTES
A	Long Lake Homeowners Association, Inc.	4,910
B	Ridgewood Properties, L.L.C.	17,545
C	Premier Bank, N.A.	10,705
C	William J. O'Brien, III	260
C	Morgan P. O'Brien	260
C	Mae Marie O'Brien Gardner	260
C	Thomas W. O'Brien	260
C	Edna Marie Whitmeyer O'Brien Allen	5,800

5.4 Each foot of lakefront property on Long Lake sold by the Class B and Class C members shall reduce their number of votes in the ratio of one vote for every lakefront foot sold. Such new owner (or their assign) shall become a Class A or Class D member, as



appropriate, and shall be given a vote for every lakefront foot so purchased.

5.5 There may be no fractional votes.

5.6 Except as provided herein, membership in this Corporation is not transferable or assignable; provided, however, all inter-family transfers by the Class B and C Members shall transfer all rights associated therewith.

## 6. BOARD OF DIRECTORS

6.1 The affairs of the Corporation shall be managed by a Board of Directors composed of a minimum of five (5) natural persons and a maximum of eleven (11) natural persons, with the initial number being set at five (5). The number of Directors shall be set and changed by the Board.

6.2 Each Class shall have the right to elect a number of directors in proportion to that classes number of votes to the total number of votes, provided that as long as that class has a minimum of ten (10%) per cent of the total votes, they shall have the right to elect at least one (1) director.

6.3 The names and addresses of the persons who are to act as the original Directors until the selection and qualification of their successors are:

Class A      Steven N. Simon  
                 P. O. Box 5369  
                 Shreveport, Louisiana 71135

Class B	Glenn V. Kinsey 401 Edwards Suite 1805 Shreveport, LA 71101	Richard N. Kinsey 401 Edwards Suite 1805 Shreveport, LA 71101
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Class C	William J. O'Brien, III P.O. Box 6020 Shreveport, LA 71136-6020	Morgan P. O'Brien P.O. Box 6020 Shreveport, LA 71136-6020
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6.4 Directors need not be members.

6.5 All Directors shall serve until their successors are elected and qualified.

6.6 The Directors are given the authority to adopt rules and regulations regarding the use of any common area.

6.7 At any meeting of the Board of Directors, a Director entitled to vote may vote by written proxy to another Director or Member. No proxy shall be valid after eleven (11) months from its date of execution, unless otherwise provided in the proxy.

7. COMMUNITY SERVICE ASSESSMENT

- 7.1 There may be imposed, levied, assessed or charged by the Board to:
- 7.1.1 Promote the recreation, health, safety and welfare of the Members; and
  - 7.1.2 Improve and maintain property and/or improvements thereon used by or for the benefit of the Corporation, its members, or its assigns; and
  - 7.1.3 Fulfill any lawful purpose.
- 7.2 All members shall pay a community service assessment allocated among the classes fairly as set by the Board. Normally, all allocations should be made proportionate to the number of votes; however, the Board has the authority to allocate differently for good reason. For example, but not by means of limitation, taxes may be allocated proportionate to the number of votes, but directors and officers liability insurance may be allocated equally between the classes.
- 7.3 To the extent provided by law, each member shall be bound and obligated to pay said community service assessments on or before the due date as set by the Board.
- 7.4 In the event any community service assessments are not timely paid, then the non-paying member shall be liable for all costs associated with the collection thereof, including reasonable attorney fees and legal interest from the due date.
- 7.5 The Corporation shall have a privilege upon any property owned by said member and the improvements thereon for the full amount of the community service assessments, charges, expenses, dues, legal interest from the date due, reasonable attorney fees and costs as provided by LSA-R.S. 9:1145-1148, or such other provisions of law which may be applicable.
- 7.6 Non-use by the member or abandonment shall not relieve such member from liability for any community service assessment.

8. SPECIAL ASSESSMENT

- 8.1 The Class B and C Members are deeding Long Lake to the Corporation without immediate compensation. This compensation shall be paid to the Class B and C members as set forth in this section.
- 8.2 There is hereby established a Special Assessment to compensate the Kinsey and O'Brien Families for deeding Long Lake to the Corporation.
- 8.3 The Special Assessment is paid by all Class A and D members to the Corporation and shall be held by the Corporation until paid in accordance herewith.
- 8.4 Each Class A and D member is hereby assessed a fee of \$20.00 per lakefront foot on Long Lake, which amount is payable to the

Corporation at the rate of 1/20 of said amount per year beginning January 1st, 1997.

- 8.5 Any property deeded by the Kinsey and O'Brien Families after January 1st, 1997, which entitles the purchaser to become a Class A or Class D member shall require such purchaser to pay to the Corporation this Special Assessment as if said property were sold prior to such date. For example, if 1,000 feet of Long Lake lakefront property were sold on January 1st, 2000, the purchaser should immediately pay the Corporation the sum of \$4,000.00 (\$1,000.00 per year for the three (3) prior years, plus \$1,000.00 for the current year) and would also be responsible to pay the next sixteen (16) remaining installments as they come due.
- 8.6 This Special Assessment shall be paid one half (1/2) to the Kinsey Family, their heirs, successors or assigns, and one half (1/2) to the O'Brien Family, their heirs, successors or assigns, on December 31st, 2020.

9. AMENDMENTS

These articles may be amended by the unanimous consent of the Directors.

10. DISSOLUTION

The Corporation may be dissolved with the assent given in writing and signed by all directors. Upon dissolution, other than incidental to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused, such assets shall be conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes.

11. DOMICILE, REGISTERED OFFICE

The domicile of this Corporation shall be Caddo Parish, Louisiana, and the location and post office address of its registered office shall be:

Richard N. Kinsey  
401 Edwards Street, Suite 1805  
Shreveport, Louisiana 71101

12. REGISTERED AGENTS

The names and post office addresses of the Corporation's registered agents are:

Richard N. Kinsey  
401 Edwards Street, Suite 1805  
Shreveport, Louisiana 71101

Glenn V. Kinsey  
401 Edwards Street, Suite 1805  
Shreveport, Louisiana 71101

13. INDEMNIFICATION

No Member, officer or director of this Corporation shall ever be held liable or responsible for contracts, debts or defaults of this Corporation in any further sum than the unpaid dues, if any, owing by him or her to the Corporation, nor shall any mere informality in organization have the effect of rendering these Articles of Incorporation null or of exposing the Members to any liability other than as above provided.

The Corporation shall indemnify and hold harmless each Member, officer or director now or hereafter serving the Corporation from and against any and all claims and liabilities to which he may be or become subject by reason or is now or hereafter being or having heretofore been a Member, officer or director of the Corporation and/or by reason of his alleged acts or omissions as such Member, officer or director, whether or not he continues to be such officer or director at the time when any such claim or liability is asserted, and shall reimburse each such officer and director for all legal and other expenses reasonably incurred by him in connection with defending any or all such claims or liabilities, including amounts paid or agreed to be paid in connection with reasonable settlements made before final adjudication with the approval of the Board of Directors whether or not he continues to be such director or officer at the time such expenses are incurred, provided, however, that no director or officer shall be indemnified against any claim or liability arising out of his own bad faith, reckless disregard of his duties, gross negligence or willful misconduct or shall be indemnified against or reimbursed for any expense incurred in defending any or all such claims or liability or in settling the same unless in the judgment of the directors of the Corporation the director or officer against whom such claims or liability is asserted has not been guilty of bad faith, reckless disregard of his duties, gross negligence or willful misconduct. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law. Except as hereinabove limited, directors and officers shall be entitled to all protection that can legally be afforded them under R.S. 12:227 and any other rights to which they may be entitled as a matter of law.

14. INCORPORATOR

The names and post office addresses of the incorporators are:

Ridgewood Properties, L.L.C.  
401 Edwards Street, Suite 1805  
Shreveport, Louisiana 71101

Premier Bank, N.A., Trustee Under the Will of  
Mae B. O'Brien for Elizabeth O'Brien  
400 Texas  
Shreveport, Louisiana 71101

Premier Bank, N.A., Trustee For  
W. J. O'Brien, Jr., Marital Trust  
400 Texas  
Shreveport, Louisiana 71101

Thomas W. O'Brien  
5925 Line Avenue  
P. O. Box 6020  
Shreveport, Louisiana 71136-6020

William J. O'Brien, III  
5925 Line Avenue  
P. O. Box 6020  
Shreveport, Louisiana 71136-6020

Mae Marie O'Brien Gardner  
5925 Line Avenue  
P. O. Box 6020  
Shreveport, Louisiana 71136-6020

Morgan P. O'Brien  
5925 Line Avenue  
P. O. Box 6020  
Shreveport, Louisiana 71136-6020

Edna Marie Whitmeyer O'Brien Allen,  
Trustee of Elizabeth O'Brien Lifetime Trust  
508 Northampton  
P. O. Box 1446  
Shreveport, Louisiana 71164-1446

Edna Marie Whitmeyer O'Brien Allen  
508 Northampton  
P. O. Box 1446  
Shreveport, Louisiana 71164-1446

Edna Marie Whitmeyer O'Brien Allen,  
Trustee for W. J. O'Brien, Jr., Family Trust  
508 Northampton  
P. O. Box 1446  
Shreveport, Louisiana 71164-1446

Long Lake Homeowners Association, Inc.  
761 Pierremont, Suite 12  
P. O. Box 5369  
Shreveport, Louisiana 71135

RIDGEWOOD PROPERTIES, L.L.C.



## BY-LAWS OF LAKE FRONT OWNERS ASSOCIATION, INC.

### 1. DEFINITIONS

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

- 1.1 *The Kinsey Family*: This means all members of Ridgewood Properties, L.L.C., and the immediate family members of its Members.
- 1.2 *The O'Brien Family*: This means Edna Marie Whitmeyer O'Brien Allen, Individually and as Trustee of both the Elizabeth O'Brien Lifetime Trust and the W. J. O'Brien, Jr., Family Trust, William J. O'Brien, III, Morgan P. O'Brien, Mae Marie O'Brien Gardner, Thomas W. O'Brien, and Premier Bank, N.A., as Trustee under the will of Mae B. O'Brien for Elizabeth O'Brien and for the W. J. O'Brien, Jr., Marital Trust and their immediate family members.
- 1.3 *Ridgewood Farms* means the property described on Exhibit "A" and shown on Exhibit "B", both of which are attached hereto. Ridgewood Farms comprises approximately 912 acres and is owned by the Kinsey Family and O'Brien Family.
- 1.4 *Lake or Long Lake* means that certain body of water known as "Long Lake" and located in Sections 21, 27 and 28, Township 16 North, Range 13 West, Caddo Parish, Louisiana, said Lake having an elevation of 167 feet above mean sea level. Said Lake lies entirely within Ridgewood Farms.
- 1.5 *Long Lake Homeowners Association, Inc., or Homeowners Association*: This means Long Lake Homeowners Association, Inc., a Louisiana non-profit corporation.
- 1.6 *Developer*: Long Lake Development Company, L.L.C., its assigns and/or successors.
- 1.7 *Subdivision*: Long Lake Estates Subdivision, all existing units (currently Units 1 - 9), and all additional units created within the boundaries of Ridgewood Farms by Developer, whose owners become members of Homeowners Association.
- 1.8 *Corporation*: Lake Front Owners Association, Inc., a Louisiana non-profit corporation.
- 1.9 *Common Area*: This shall mean Long Lake and all real property, including the improvements thereon, owned or leased by the Corporation for the common use and enjoyment of the Members.
- 1.10 *Member*: The original members of this corporation are Long Lake Homeowners Association, Inc., the Kinsey Family and the O'Brien Family. Purchasers of property with lakefront footage on Long Lake from the Kinsey and O'Brien Families shall become Members.



2. **APPLICABILITY**

All original or future Members, and any other person that might use Corporate property in any manner are subject to the regulations set forth in these By-Laws. The mere ownership, use or occupancy of Corporate property will signify that these By-Laws are accepted, ratified and will be complied with.

3. **OFFICES**

The principal office of the Corporation shall be located in Shreveport, Louisiana. The Corporation may have such other offices, either within or without Louisiana, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in Louisiana a registered office, and a registered agent whose office is identical with such registered office, as required by the Louisiana Nonprofit Corporation Law. The registered office may be, but need not be, identical with the principal office in Louisiana, and the address of the registered office may be changed from time to time by the Board of Directors.

4. **MEMBERSHIP AND VOTING RIGHTS**

4.1 Membership in the Corporation is solely derived from the ownership of land with lake front footage on Long Lake. The Corporation shall have four classes of Members.

4.1.1 The Class A member shall be Homeowners Association.

4.1.2 The Class B member shall be the Kinsey Family.

4.1.3 The Class C member shall be the O'Brien Family.

4.1.4 The Class D member shall be any other purchasers (or their assigns) of property with lakefront footage on Long Lake from the Kinsey and O'Brien Families.

4.2 Each Member shall be entitled to vote as follows:

4.2.1 There are a total of 40,000 votes which shall be allocated among the Members in proportion to their lakefront footage ownership on Long Lake at an elevation of 167 feet above mean sea level.

4.2.2 All votes accruing to lots lying within subdivision shall accrue to the Homeowners Association rather than to individual property owners.

4.3 The original votes are allocated as follows:

CLASS	NAME	NUMBER OF VOTES
A	Long Lake Homeowners Association, Inc.	4,910
B	Ridgewood Properties, L.L.C.	17,545
C	Premier Bank, N.A.	10,705
C	William J. O'Brien, III	260

C	Morgan P. O'Brien	260
C	Mae Marie O'Brien Gardner	260
C	Thomas W. O'Brien	260
C	Edna Marie Whitmeyer O'Brien Allen	5,800

- 4.4 Each foot of lakefront property on Long Lake sold by the Class B and Class C members shall reduce their number of votes in the ratio of one vote for every lakefront foot sold. Such new owner (or their assign) shall become a Class A or Class D member, as appropriate, and shall be given a vote for every lakefront foot so purchased.
- 4.5 There may be no fractional votes.
- 4.6 Except as provided herein, membership in this Corporation is not transferable or assignable.

## 5. MEETINGS OF MEMBERS

- 5.1 Annual Meeting. An annual meeting of the Members shall be held on the first Monday in the month of May in each year, beginning with the year 1997, at 10:00 o'clock, a.m., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in Louisiana, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be.
- 5.2 Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors, or not less than twenty five (25%) per cent of the Members having voting rights in any one Class.
- 5.3 Place of Meeting. The Board of Directors may designate any place in Shreveport, Louisiana, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in Louisiana; but if all of the Members shall meet at any time and place, either within or without Louisiana, and consent to the holding of a meeting any corporate action may be taken.
- 5.4 Notice of Meetings. Written notice stating the place, day and hour of any meeting of Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case

- of a special meeting or when required by statute or by these by-laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail and addressed to the Member at his address as it appears on the records of the Corporation, postage prepaid.
- 5.5 Informal Action by Members. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.
  - 5.6 Quorum. The Members holding one-half of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice.
  - 5.7 Proxies. At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.
  - 5.8 Manner of Acting. A majority of the votes entitled to be cast on a matter to be voted upon by the Members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law or by these by-laws.
  - 5.9 Voting by Mail. Where Directors or officers are to be elected by Members or any class or classes of Members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

## 6. BOARD OF DIRECTORS

- 6.1 General Powers. The affairs of the Corporation shall be managed by its Board of Directors. Directors need not be residents of Louisiana or Members of the Corporation.
- 6.2 Specific Power. The Board may make rules and regulations governing the access and use of Long Lake and other common areas. These rules and regulations may be modified from time to time as determined by the Directors.
- 6.3 Number of Directors. The affairs of the Corporation shall be managed by a Board of Directors composed of a minimum of five (5) natural persons and a maximum of eleven (11) natural persons, with the initial number being set at five (5). The number of Directors shall be set and changed by the Board.
- 6.4 Directors Per Class. Each Class shall have the right to elect a number of directors in proportion to that classes number of

votes to the total number of votes, provided that as long as that class has a minimum of ten (10%) per cent of the total votes, they shall have the right to elect at least one (1) director.

- 6.5 Term. Each Director shall serve for one (1) year, but may hold office until his successor shall have been elected and qualified.
- 6.6 Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this by-law, immediately after, and at the same place as, the annual meeting of Members.

The Board of Directors may provide by resolution the time and place, either within or without Louisiana for the holding of additional regular meetings of the Board without other notice than such resolution.

- 6.7 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place within Shreveport, Louisiana, as the place for holding any special meeting of the Board called by them.
- 6.8 Notice. Notice of any special meeting of the Board of Directors shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail or facsimile to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered three days after being deposited in the United States mail, postage prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when sent appropriately. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting shall be set forth in the notice. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.
- 6.9 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.
- 6.10 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.
- 6.11 Proxies. At any meeting of the Board of Directors, a Director entitled to vote may vote by written proxy to another Director

or Member. No proxy shall be valid after eleven (11) months from its date of execution, unless otherwise provided in the proxy.

- 6.12 Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.
- 6.13 Compensation. Directors, as such, shall not receive any stated salaries for their services.
- 6.14 Informal Action by Directors. Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.
- 6.15 Telephone Directors Meeting. The Board of Directors or any committee thereof may hold meetings by means of conference telephone or similar communications equipment provided that all persons participating in the meeting can hear and communicate with each other. Participation in a meeting, pursuant to this paragraph, shall constitute presence in person at such meetings, except where a person participated in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
- 6.16 Minutes. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the minute book of the Corporation.
- 6.17 Resignation. The resignation of a director shall be delivered, in writing, to the president or the secretary, and shall take effect upon receipt thereof or on any later date specified therein not more than thirty (30) days after such receipt.

## 7. OFFICERS

- 7.1 Officers. The officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.
- 7.2 Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the regu-



lar annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filed at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

- 7.3 Removal. Any officer elected or appointed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.
- 7.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.
- 7.5 President. The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the Members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws or by statute to some other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.
- 7.6 Vice President. In the absence of the President or in event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.
- 7.7 Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as selected; and in general perform all the duties as from time to time may be assigned to him by the President or by the Board of Directors.



- 7.8 Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents when required, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these by-laws; keep a register of the post-office address of each Member which shall be furnished to the Secretary by such Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.
- 7.9 Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.
- 7.10 Compensation. No compensation shall be paid to officers for their services as officers.
- 7.11 Qualifications. Officers need not be Members and shall be responsible persons of full age.
- 7.12 Resignations. The resignation of an officer shall be delivered, in writing, to the Board, and shall take effect upon receipt thereof or on any later date specified therein not more than thirty (30) days after such receipt.

## 8. COMMITTEES

- 8.1 Appointment. Committees may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Any Member thereof may be removed by the person or persons authorized to appoint such Member whenever in their judgment the best interests of the Corporation shall be served by such removal.
- 8.2 Term of Office. Each Member of a committee shall continue as such until the next annual meeting of the Members of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such Member be removed from such committee, or unless such Member cease to qualify as a Member thereof.
- 8.3 Chairman. One Member of each committee shall be appointed chairman by the person or persons authorized to appoint the Members thereof.

- 8.4 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- 8.5 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the committee.
- 8.6 Rules. Each committee may adopt rules for its own government not inconsistent with these by-laws or with rules adopted by the Board of Directors.

#### 9. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

- 9.1 Contracts. The Board of Directors may authorize any officer or officers, agents of the Corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.
- 9.2 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Corporation.
- 9.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.
- 9.4 Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

#### 10. CERTIFICATES OF MEMBERSHIP

- 10.1 Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Corporation. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Corporation. If any certificate shall become

lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors determine.

- 10.2 Issuance of Certificates. When a Member has been elected to membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued in his name and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership.

#### 11. BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Corporation may be inspected by any Member, or his agent or attorney, for any proper purpose at any reasonable time.

#### 12. FISCAL YEAR

The fiscal year of the Corporation shall end on December 31st.

#### 13. COMMUNITY SERVICE FEES

- 13.1 Definition and Purpose. There may be imposed, levied, assessed or charged by the Board against each Member community service fees:

- 13.1.1 To promote the recreation, health, safety and welfare of the owners; and
- 13.1.2 Improvement to and maintenance of property or improvements thereon used by or for the benefit of the Corporation or its Members; and
- 13.1.3 For any other lawful purpose.

- 13.2 Types. The expenses which owner will be assessed by the Corporation, which expenses shall include, but are not limited to, the actual or estimated cost of:

- 13.2.1 Ad valorem taxes and other taxes of all kinds which are levied against corporate property.
- 13.2.2 Maintenance, repair, replacement and upkeep of all corporate property and any other property which the Corporation decides to maintain.
- 13.2.3 Insurance premiums for liability and casualty (or any other type) insurance with respect to common property.
- 13.2.4 Insurance premiums for insurance policy to indemnify the Kinsey Family, the O'Brien Family, Long Lake

Homeowners Association, Inc., the Developer, the officers and directors of Corporation for all loss which they may suffer as an officer or director of Corporation, except as to matters resulting from their gross negligence or willful misconduct.

13.2.5 Utility charges.

13.2.6 Management and administration expenses of the Corporation, including without being limited to, compensation paid to accountants, attorneys and employees.

13.2.7 Security fees.

13.2.8 Any other item which the officers or Board deem necessary, prudent or advisable.

13.3 Payable. All community service fees are payable as directed by the Board of Directors. Each Member shall pay said assessment on or before the due date. All such assessments shall be prorated.

13.4 Privilege. In the event that community service fees are not promptly paid when due, then the Corporation shall have a privilege upon any property owned by said member and the improvements thereon for the full amount of the community service assessments, charges, expenses, dues, legal interest from the date due, reasonable attorney fees and costs as provided by LSA-R.S. 9:1145-1148, or such other provisions of law which may be applicable.

13.5 Amendment. The Members, by affirmative vote of two thirds (2/3) of the votes entitled to be cast by the Members who are voting, in person or by proxy, at a duly called meeting shall have the right to amend the amount of the community service assessment as set by the Board.

13.6 Special Assessment.

13.6.1 The Class B and C Members are deeding Long Lake to the Corporation without immediate compensation. This compensation shall be paid to the Class B and C members as set forth in this section.

13.6.2 There is hereby established a Special Assessment to compensate the Kinsey and O'Brien Families for deeding Long Lake to the Corporation.

13.6.3 The Special Assessment is paid by all Class A and D members to the Corporation and shall be held by the Corporation until paid in accordance herewith.

13.6.4 Each Class A and D member is hereby assessed a fee of \$20.00 per lakefront foot on Long Lake, which amount is payable to the Corporation at the rate of 1/20 of said amount per year beginning January 1st, 1997.

13.6.5 Any property deeded by the Kinsey and O'Brien Families after January 1st, 1997, which entitles the purchaser to

become a Class A or Class D member shall require such purchaser to pay to the Corporation this Special Assessment as if said property were sold prior to such date. For example, if 1,000 feet of Long Lake lakefront property were sold on January 1st, 2000, the purchaser should immediately pay the Corporation the sum of \$4,000.00 (\$1,000.00 per year for the three (3) prior years, plus \$1,000.00 for the current year) and would also be responsible to pay the next sixteen (16) remaining installments as they come due.

- 13.6.6 This Special Assessment shall be paid one half (1/2) to the Kinsey Family, their heirs, successors, or assigns, and one half (1/2) to the O'Brien Family, their heirs, successors, or assigns, on December 31st, 2020.

13.7 Certificate of Compliance.

- 13.7.1 The Corporation shall, upon demand and for a reasonable charge, furnish a certificate signed by one (1) officer of the Corporation setting forth whether or not the community service assessment has been paid as of the date of preparation of such certificate. A properly executed certificate of the Corporation as to the status of a lot shall be binding upon the Corporation as of the date of its issuance.

- 13.7.2 If said certificate is being given incidental to the conveyance of a lot, the notary, transferee, or closing officer is hereby authorized to deduct from any consideration due the transferor any outstanding assessments and/or other charges due the Corporation by the transferor and transmit same directly to the Corporation.

- 13.8 Payment of Dues. Dues shall be payable in advance at such time as determined by the Board of Directors.

- 13.9 Default and Termination of Membership. When any Member of any class shall be in default in the payment of dues for a period of three months from the beginning of the fiscal year or period for which such dues became payable, his membership may thereupon be terminated by the Board of Directors.

14. SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal".

15. NOTICE

- 15.1 Manner of Giving Notice. Whenever, under the provisions of law, the articles of incorporation, or these by-laws, notice is required be given to any committee member, director, or Member and no provision is made as to how such notice shall be



given, it shall not be construed to mean personal notice, but any such notice may be given in writing by mail, postage prepaid, addressed to such Member, director, or Member at his address as it appears on the records of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be delivered at the time when the same shall be deposited in the United States mail as aforesaid.

15.2 Waiver of Notice. Whenever any notice is required to be given to any committee member, Member, or director of the Corporation under the provisions of law, the articles of incorporation, or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to giving of such notice.

15.3 Attendance. Members, directors, or committee members present at a meeting shall be deemed to have received, or to have waived, notice thereof.

#### 16. AMENDMENTS TO BY-LAWS

These by-laws may be altered, amended or repealed and new by-laws may be adopted by a unanimous vote of the Directors present at any regular meeting or at any special meeting, if at least five days' written notice is given of intention to alter, amend or repeal or to adopt new by-laws at such meeting.

#### 17. MISCELLANEOUS

17.1 Indemnification. The Corporation shall indemnify every director or officer, his heirs, executors, administrators and representatives against all loss, costs and expenses, including attorney fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a director or officer of the association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct.

17.2 Severability. Invalidation of any provisions of these by-laws shall not affect any other provision hereof which shall remain in full force and effect.

17.3 Interpretation.

17.3.1 Whenever the Legislature has declared that any provision of law is applicable unless the articles or by-laws provide otherwise, such provision of law shall be deemed applicable unless negated or amended by provisions in the articles or in the by-laws or unless the applicability of such provision would clearly frustrate the provisions in the articles or by-laws.

17.3.2 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.

17.4 Headings. The headings in this declaration are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

## LONG LAKE

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

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

RIDGEWOOD PROPERTIES, L.L.C. (TIN# 72-1269310), a Louisiana Limited Liability Company, whose permanent mailing address is 401 Edwards Street, Suite 1805, Shreveport, Louisiana 71101, herein represented by Richard N. Kinsey, Member; Christopher M. Kinsey, Member; Glenn V. Kinsey, Member; and Rebecca Louise Kinsey Trust, Member, herein represented by Norman V. Kinsey, Glenn V. Kinsey, Christopher M. Kinsey and Richard N. Kinsey, Co-Trustees

AND

PREMIER BANK, N.A. (Formerly The First National Bank of Shreveport), Trustee Under the Will of Mae B. O'Brien for Elizabeth O'Brien (TIN# 72-6076623)

PREMIER BANK, N.A. (Formerly The First National Bank of Shreveport), Trustee for W. J. O'Brien, Jr., Marital Trust (TIN# 72-6132358)

domiciled in Shreveport, Caddo Parish, Louisiana, whose permanent mailing address is 400 Texas, Shreveport, Louisiana 71101

AND

THOMAS W. O'BRIEN (SS# 438-76-8867), husband of and separate in property from Pamela Lewis O'Brien

WILLIAM J. O'BRIEN, III (SS# 439-58-5079), husband of and separate in property from Maria Morris O'Brien

MAE MARIE O'BRIEN GARDNER (SS# 439-58-5051), wife of and separate in property from Chris B. Gardner

MORGAN P. O'BRIEN (SS# 439-58-5057), husband of and separate in property from Leigh Ann Lindsey O'Brien

all domiciled in Shreveport, Caddo Parish, Louisiana, whose permanent mailing address is 5925 Line Avenue, P.O. Box 6020, Shreveport, Louisiana 71136-6020

AND

EDNA MARIE WHITMEYER O'BRIEN ALLEN, Trustee of Elizabeth O'Brien Lifetime Trust (TIN# 72-6110470)

EDNA MARIE WHITMEYER O'BRIEN ALLEN (SS# 438-84-4501)

EDNA MARIE WHITMEYER O'BRIEN ALLEN, Trustee for W. J. O'Brien, Jr. Family Trust (TIN# 72-6132357)

domiciled in Shreveport, Caddo Parish, Louisiana, whose permanent mailing address is P.O. Box 1446, Shreveport, Louisiana

AND

LAKE FRONT OWNERS ASSOCIATION, INC., a Louisiana non-profit corporation, domiciled in Caddo Parish, Louisiana, whose permanent mailing address is P. O. Box 5369, Shreveport, Louisiana 71135, herein represented by its duly authorized officer

AND

LONG LAKE DEVELOPMENT COMPANY, L.L.C. (TIN# 72-1197830), a Louisiana Limited Liability Company, whose permanent mailing address is P.O. Box 5369, Shreveport, Louisiana 71135, herein represented by:

Steven N. Simon as representative of Steve Simon Construction, Inc., a Member;

B. Bruce Simon as representative of Bruce Simon Company, Inc., a Member;

Randel J. Mason as representative of Mason Construction Company, Inc., a Member;

Alexis Marie Rosenblath as representative of Henry Rosenblath Co., Inc., a Member;

John N. Thomas, herein represented by Henry C. Rosenblath, Jr., Agent, a Member; and

Aaron Selber, Jr., as representative of 1550 C.N.T. Corporation, a Member

who declared that:

They are the Owners of certain immovable property in the Parish of Caddo, State of Louisiana, which is more particularly described as follows:

That certain lake known as "Long Lake", including its dam and spillway, all of which are located within Sections 21, 27 and 28 of Township 16 North, Range 13 West, Caddo Parish, Louisiana, said Lake having an elevation of 167 feet above mean sea level, and any property located within one hundred (100') feet of said lake (hereinafter "Long Lake"). Said Long Lake lies entirely within Ridgewood Farms. Ridgewood Farms is described on Exhibit "A" and shown on Exhibit "B", both of which are attached hereto. Ridgewood Farms is outlined on Exhibit "B" in red. Long Lake is outlined on Exhibit "B" in green.

In order to protect and enhance the value and desirability of the quality of life on and surrounding said lake, it hereby subjects said property to the following protective covenants, conditions, servitudes and building restrictions, to-wit:

1. STATEMENT OF DECLARATION

Long Lake and any property owned by Declarants and located within one hundred (100') feet of said lake 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, as amended, which imposes covenants, conditions, restrictions and/or servitudes upon the subdivision.
- 2.2 *Declarant*: Appearers.
- 2.3 *Developer*: Long Lake Development Company, L.L.C., its assigns and/or successors.
- 2.4 *Lot*: Any land located within one hundred (100') feet of Long Lake.
- 2.5 *Owner*: The record Owner of title to any Lot.
- 2.6 *Corporation*: Lake Front Owners Association, Inc., a Louisiana non-profit corporation.
- 2.7 *Board*: The Board of Directors of Corporation.
- 2.8 *Officers*: The Officers of Corporation.
- 2.9 *Committee*: The Board of Directors of Corporation, or such committee as established by the Board.
- 2.10 *Person*: Any natural individual, firm, corporation, partnership, limited liability company, association, trust or legal entity capable of holding title to immovable property under Louisiana law.
- 2.11 *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, storage buildings or sheds, driveways, fences, walls, landscaping, gardens, satellite receiving or transmitting dishes, antennas, sea walls, boat houses, piers, patios, gazebos, and/or swimming pools.
- 2.12 *The Kinsey Family*: This means all members of Ridgewood Properties, L.L.C., and the immediate family members of its members.
- 2.13 *The O'Brien Family*: This means Edna Marie Whitmeyer O'Brien Allen, Individually and as Trustee of both the Elizabeth O'Brien Lifetime Trust and the W. J. O'Brien, Jr., Family Trust, William J. O'Brien, III, Morgan P. O'Brien, Mae Marie O'Brien Gardner, Thomas W. O'Brien, and Premier Bank, N.A., as Trustee under the will of Mae B. O'Brien for Elizabeth O'Brien and for the W. J. O'Brien, Jr., Marital Trust, and their immediate family members.
- 2.14 *Member*: The original members of this corporation are Long Lake Homeowners Association, Inc., the Kinsey Family and the O'Brien Family. Purchasers of property with lakefront footage on Long Lake from the Kinsey and O'Brien Families shall become Members.

### 3. ARCHITECTURAL CONTROL

- 3.1 There is hereby created a 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 will foster the attractiveness of all lots, thus protecting the value, desirability and quality of life of all owners.
- 3.2 The Committee shall be comprised of a minimum of five (5) and a maximum of eleven (11) natural persons, with each Director of Lake Front Owners Association, Inc., having the right to appoint one (1) member of the Committee. In the event of a vacancy, then the remaining members of the Committee shall select a natural person to serve until a successor is chosen.
- 3.3 The Committee shall act by majority vote. The entire Committee or each member thereof may designate a representative to act for it.
- 3.4 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, specifications and landscaping plans showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing, by the Committee.
- 3.5 The plans, specifications, and landscaping plans 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 fourteen (14) days of receipt of the plans and specifications, approval will be deemed granted.
- 3.6 In making its decision as to any work, the Committee shall consider the following design standards:
  - 3.6.1 Validity of Concept: The basic idea of the change must be sound and appropriate to its surroundings.
  - 3.6.2 Landscape and Environment: The change must not unnecessarily destroy or blight the landscape or environment.
  - 3.6.3 Relationship: The proposed Improvements must relate harmoniously among themselves and to existing buildings and terrain.
  - 3.6.4 Protection of Neighbors: The interests of neighboring Owners must be protected by making reasonable provisions for such matters as drainage, sound, sight, views, light and air and other aspects of design which may affect neighboring property.
  - 3.6.5 Design Compatibility: The proposed change must be

compatible with the design characteristics of the applicable Lot, adjoining properties, and the setting as to scale, materials, color and construction details.

3.6.6 Workmanship: The quality of work must be equal to or better than that of the surrounding Lots.

3.7 The Committee shall have the right, by unanimous vote, to waive any covenant, condition, servitude and/or restriction when, and in the event, it deems it appropriate to do so.

#### 4. USE RESTRICTIONS

4.1 No Improvements shall be erected, altered, placed, built or permitted to remain on any property without the consent of the Committee.

4.2 Construction of an Improvement, once started, must be diligently pursued and completed within a reasonable time.

4.3 No building or improvement of any type shall be located on the Property nearer than thirty (30) feet to Long Lake. This prohibition specifically denies to any Owner the right to build sea walls, boat houses, piers, patios, gazebos, swimming pools, fences or construction of any type within thirty (30) feet of the elevation of 167 feet above mean sea level of Long Lake.

4.4 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 an annoyance or nuisance to another Owner. No unsightly condition shall be created on any Lot or permitted to remain thereon.

4.5 No private sewerage disposal system shall be permitted on any Lot.

4.6 Each Owner shall keep their Lot and the Improvements thereon in a neat, clean and sanitary condition.

4.7 Each Owner shall use their best efforts to control siltation and minimize runoff from any and all types of chemicals, including fertilizer, in order to protect against pollution and contamination of the bed and waters of Long Lake.

4.8 No gas powered or internal combustion motors are permitted on Long Lake, it being the intent of this restriction to minimize noise on the lake; therefore, the only motors allowed on the lake of any type will be silent electric powered motors. As long as the Class B and C members have the right to elect a majority of the Directors of the Corporation, then this restriction shall not apply to their immediate families. The Corporation may use such boats and motors as it deems appropriate.

4.9 No pumps of any type are allowed to withdraw water from the lake for use with home sprinkler systems and any other use not approved by the Committee. Emergency use for extinguishing fires is permitted.



- 4.10 No trees greater than four (4) inches in diameter (at a height of three (3) feet from the ground) located within fifty (50) feet of the elevation of 167 above mean sea level of Long Lake can be removed without the consent of the Committee.
- 4.11 Trot lines, unattended lines, bank lines, bottle lines, nets, wire baskets and traps shall not be allowed, it being the intent to only allow sport fishing by those having the right to use Long Lake.
- 4.12 No trash may be dumped into the lake.
- 4.13 No boats may be kept tied to any Lot, except temporarily. All watercraft shall be kept in a dock or storage facility approved by the Committee.
- 4.14 No vehicle, trailer, boat or watercraft shall be stored within fifty (50) feet of the shoreline without approval of the Committee.
- 4.15 No concrete shall be exposed on any elevation facing Long Lake.
- 4.16 No boat canal shall be constructed or installed upon any Lot nor shall any facility or device be constructed or installed which alters the course of or natural boundaries of Long Lake. No Lot shall be increased in size by filling in the Lake.
- 4.17 No boat, hoists, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any Lot, nor shall any boat trailer be stored on any Lot without the consent of the Committee.
- 4.18 No boat or watercraft of any kind shall be operated upon Long Lake without the prior written approval of the Committee and, if such approval is granted, such operation shall conform to all rules and regulations promulgated by the Committee.
- 4.19 The Corporation expressly reserves unto itself, its successors and assigns every reasonable use and enjoyment of Long Lake in a manner not inconsistent with the scheme of this Declaration. The Corporation shall have the exclusive right, to be exercised with the unanimous consent of the Committee to construct, maintain, operate, regulate and control such recreational facilities, ramps, docks, hoists, launching facilities or other structures as it may determine appropriate.
- 4.20 Rules and regulations for the use and enjoyment of Long Lake and any other Common Area may be promulgated by the Corporation. Such Rules may regulate all access and uses.
- 4.21 All use of Long Lake shall be at the user's own risk and neither the Kinsey Family, O'Brien Family, Owners, Declarants, Developers, nor Corporation shall have any liability arising out of any such use. All users hereby waive any cause of action (for themselves, their children, heirs, invitees, successors, and assigns) against any Owner, Declarant, Developer, and Corporation arising out of use of Long Lake or any other Common Area.

4.22 The use restrictions set forth in Sections 4.1, 4.3, 4.5, 4.9, 4.13, 4.14, 4.17, and 4.18 are presently being violated by immediate family members of the Class B and C Members. Such exceptions are hereby accepted and are hereby allowed to continue for the personal use of the Class B and C Members and their immediate family members through December 31st, 2020.

5. ENFORCEMENT

The Developer, the Corporation and any Owner shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, the restrictions, conditions and covenants now or hereafter imposed by the provisions of this 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.

6. MISCELLANEOUS

6.1 Invalidity of any of the provisions of this Declaration shall not affect any other provision hereof which shall remain in full force and effect.

6.2 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.

6.3 With the exception of Article 4.22, this Declaration may be amended or terminated by a lawful act signed by all members of the Committee. Any amendment or abrogation shall be filed in the Office of the Register of Conveyances of Caddo Parish, Louisiana.

6.4 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.

6.5 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 SIGNED by Ridgewood Properties, L.L.C., in the presence of the undersigned witnesses and notary on this 21st day of September, 1995.

RIDGEWOOD PROPERTIES, L.L.C.