

916255

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF COBBLESTONE HOMES ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by Matthew Beal Locke, husband of Cynthia Maniscalco Locke, hereinafter referred to as "Declarant".

WITNESSETH:

916255

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

Property described on the attached Exhibit A.

FILED & RECORDED
CADDOPARISH, LA.

JUL 26 9 14 AM '02

Doree Galvan
DEPUTY CLERK OF COURSE

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

ARTICLE I

DEFINITIONS .

Section 1. "Association" shall mean and refer to Cobblestone Homes Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot or unit is described as follows:

Property described on the attached Exhibit B.

Section 5. "Unit" shall mean and refer to any condominium parcel developed by Declarant or his heirs or assigns, pursuant to Article VIII hereunder.

Section 6. "Lot" shall mean and refer to any plot of land shown upon that certain plat of Town South Estates, 16th Filing recorded in Plat Book 1800 Pages 365-375 of the records of Caddo Parish, Louisiana with the exception of the Common Area and lots 121, 122, and 123 which are set apart for the purpose of potential development beneath Article VIII herein.

Section 7. "Declarant" shall mean and refer to Beal Locke, his heirs and assigns if such successors or assigns should acquire more than one undeveloped Lot or Unit from the Declarant for the purpose of development and is so designated by Declarant herein.

ARTICLE II

PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which

any assessment against his Lot or Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot or a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant except as herein provides at termination of Class B membership, and shall be entitled to one vote for each Lot or Unit owned. When more than one person holds an interest in any Lot or Unit, all such persons shall be members. The vote for such Lot or Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Unit.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot and Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on April 1, 1989.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Basis and Maximum of Annual Assessment of Charges. Until January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum assessment or charge shall be as follows:

For each vacant lot contained in the subdivision, the monthly assessment shall be \$12.00. Vacant lot as used in this part shall mean a lot upon which no building permit for the initial construction of improvements has been issued.

For each lot contained in the subdivision on which improvements are being initially constructed, the monthly assessment shall be \$12.00.

For each lot contained in the subdivision on which there is located a completed improvement which is vacant, the monthly assessment shall be \$56.50 . The Assessment shall become effective on the first day of the month following the final city inspection of the premises.

For each lot or Unit contained in the subdivision on which there is located an improvement which is, or had been, inhabited, the monthly assessment shall be \$56.50, provided however that no Unit shall be assessed until sold by Declarant.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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

Section 4. Method of Computation When Using the Consumer Price Index. The Consumer Price Index establishes the United States City Average numerical rating

for the month of July, 1968 at 104.5%. This will be the base rating. To determine the percentage to be applied to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index (1967 equals 100%) for the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of 100 percentum, is multiplied by the original maximum annual assessment to obtain the maximum assessment for the subsequent year.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each class of Lots or Units and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area and as to each Unit on the first day of the month following the conveyance/^{or rental} of the Unit by Declarant. The Board of Directors shall fix the amount of the annual or monthly assessment against

each Lot and Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Unit is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Unit.

Section 10. Subordination of the Lien to Mortgages. The lien of the assess-

ments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected 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 as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more

representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS ON LOTS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties in and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

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

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one

arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

USE RESTRICTIONS

Section 1. Land Use and Building Type For Lots. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed three stories in height above the ground level of highest elevation on which any portion of the main building is erected, and a private garage and such out-buildings as are customarily appurtenant to dwellings, every building except a greenhouse to correspond in style and architecture to the dwelling to which it is appurtenant. No out-building shall exceed the dwelling to which it is appurtenant in height, number of stories or size.

Section 2. Plans and Specifications for Improvements on a Lot. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to natural harmony of exterior design with the existing structure and as to location with respect to topography and finished grade elevations. No fence or wall more than two (2) feet in height shall be erected, placed or altered nearer to any street than the minimum setback line. No fence or wall shall be constructed higher than six feet (6') and no fence or wall shall be constructed without prior approval of the Architectural Control Committee as to type, materials, etc.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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

to exceed \$10.00 per thousand square feet of floor area or fraction thereof if plans are submitted for prior approval. The Committee may charge a fee of \$100.00 per thousand square feet of total floor area or fraction thereof, plus reasonable attorney's fees, if the plans are submitted after construction has begun.

Section 4. Dwelling Size. No one bedroom dwelling erected on any Lot shall contain less than 400 square feet, heated area only, exclusive of garages, carports, storage and other open area. No two bedroom dwelling erected on any Lot shall contain less than 500 square feet, heated area only, exclusive of garages, carports, storage and other open area. No three-bedroom dwelling erected on any Lot shall contain less than 600 square feet, heated area only, exclusive of garages, carports, storage and other open area. No four or more bedroom dwelling erected on any Lot shall contain less than 800 square feet, heated area only, exclusive of garages, carports, storage or other open area.

Section 5. Lot Size. No dwelling shall be erected or placed on any Lot platted other than as shown on the approved plat unless approved by Declarant. No residential Lot or Lots shall be resubdivided without approval of Declarant. The special approval of Beal Locke provided in this paragraph terminates April 1, 1989.

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

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unsightly condition shall be created on any Lot or permitted to remain thereon which specifically, without limitation by reference thereto, prohibits the storage and/or repair of a wrecked vehicle and/or vehicles on said premises.

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

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot or Unit except one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property

during the construction and sales period. Signs of a larger size advertising the subdivision may be erected by the Declarant.

Section 10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or Unit, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or kept outdoors. The Home Owners Association shall have the right to regulate policies concerning pets' usage of the Common Area.

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

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

Section 14. Transport Vehicles. Trucks exceeding 3/4 tons shall not be permitted to park on the Common Area or any of the Lots overnight, and no vehicles of any size which normally transport inflammatory or explosive cargo may be kept in this subdivision at any time.

Section 15. Water Supply. No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Shreveport and the Caddo-Shreveport Health Unit. Approval of such system as installed shall be obtained from such authority and Declarant prior to construction. The special approval of Declarant provided in this paragraph terminates April 1, 1989.

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

Section 17. Completion of Construction. Construction of a home on a Lot or a Unit, once started, must be diligently pursued and completed within a reasonable time.

Section 18. Parking. Parking of automobiles and other motor vehicles on the Common Area shall be prohibited except to the extent authorized and permitted by the Association. The Association may permit the construction of garages and/or carports upon the Common Area provided that 1) the location of said garages and/or carports are approved by the Board of Directors prior to construction 2) that the expense of construction or reconstruction, insurance and maintenance not provided by the Association beneath Article IX hereunder are the responsibility of the Owner making use of same and 3) that evidence of the existence of said right is placed of record in the Conveyance Records of Caddo Parish, Louisiana. Once assigned to an Owner, said right shall be held by the Owner of the Lot in perpetuity and shall be transferred to successive Owners whether or not described in the conveyance of title to the Lot to which said right is appurtenant.

Section 19. Antennas. No antenna of any nature shall be placed on the exterior of the improvements located on the Lots.

Section 20. Right of Maintenance. Subject to selection by the Architectural Control Committee of the Association, Lots may be encumbered by a maintenance easement at not to exceed five feet in width in favor of the adjoining Lot for the purpose of construction and maintenance of improvements which cannot be reasonably built or maintained due to the lack of area within which to commence, pursue, complete and maintain such endeavor. It is understood that a usage of such a right shall be reasonable and pertinent care shall be used in the exercise of the right.

ARTICLE VIII

It is anticipated that Lots 121, 122 and 123 may be developed by Declarant or his successors or assigns into Condominium Units not to exceed 192 in number or into single family dwellings (either detached or attached) not to exceed 192 in number. A combination of the above uses might be developed provided that the

proportionate density did not exceed that expressed above. The resubdivision or annexation of Lots 121, 122 and 123 shall not require the assent of Class A members, the Federal Housing Authority or the Veterans Administration.

ARTICLE IX

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair of exterior building surfaces excluding roof, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvement thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X

GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety

percent (90%) of the Lot and Unit Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot and Unit Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional property, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.


Now unto these presents also came and appeared BEAL LOCKE AND ASSOCIATES, INC., a Louisiana corporation, represented herein by the undersigned duly authorized officer of said corporation, for the purpose of ratifying these covenants.

THUS DONE AND PASSED before me, the undersigned Notary, and in the presence of the undersigned witnesses on this the 23rd day of July, 1982.

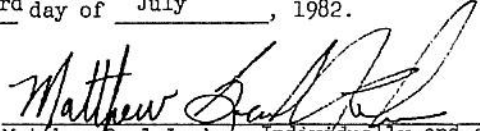
WITNESSES:

Charles W. H. Lockwood

James B. Bess



William C. Peatross,



Matthew Beal Locke, Individually and as agent and attorney in fact per Instrument No. 911519 of the Records of Caddo Parish, La. for Cynthia Maniscalco Locke
BEAL LOCKE AND ASSOCIATES, INC.

By: Matthew Beal Locke
Beal Locke

Notary Public

EXHIBIT "A"

Town South Estates, 16th Filing, a resubdivision of Town South Estates, 14th Filing as recorded in Conveyance Book 1700, Page 109 of the records of Caddo Parish, Louisiana. Said tract of land also described as follows.

A TRACT OF LAND IN THEORETICAL SECTIONS 33 AND 34, TOWNSHIP 17 NORTH, RANGE 13 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF STRATMORE DRIVE AND THE WESTERLY RIGHT-OF-WAY OF HARTS ISLAND ROAD, (BOOK 1700, PAGE 107). SAID POINT BEING 50 FEET PERPENDICULAR TO CENTER OF STRATMORE DRIVE AND 40 FEET PERPENDICULAR TO CENTER OF HARTS ISLAND ROAD (EAST KINGS HIGHWAY),

PROCEED S76°40'W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 660.0 FEET TO THE SOUTHEAST CORNER OF LOT 103 OF TOWN SOUTH ESTATES, 13TH FILING AS RECORDED IN CONVEYANCE BOOK 1600, PAGES 221 AND 223 OF THE RECORDS OF CADDO PARISH,

THE NEXT COURSES ARE ALONG THE EASTERLY LINE OF SAID 13TH FILING.

THENCE RUN N13°20'W A DISTANCE OF 135.03 FEET TO POINT OF CURVE,

THENCE RUN ON A CURVE TO THE LEFT A DISTANCE OF 284.91 FEET (SAID CURVE HAVING A CENTRAL ANGLE OF 47°10' AND A RADIUS OF 346.10 FEET),

THENCE RUN N60°30'W A DISTANCE OF 529.49 FEET TO POINT OF CURVE,

THENCE RUN ALONG A CURVE TO RIGHT A DISTANCE OF 128.07 FEET (SAID CURVE HAVING A RADIUS OF 121.29 FEET AND A CENTRAL ANGLE OF 60°30'),

THENCE RUN EAST A DISTANCE OF 30.0 FEET,

THENCE RUN NORTH A DISTANCE OF 357.0 FEET TO THE SOUTH LINE OF JACKSON SQUARE SUBDIVISION, UNIT 3 AS RECORDED IN CONVEYANCE BOOK 1500, PAGES 105, 107, 109 OF THE RECORDS OF CADDO PARISH, LOUISIANA,

THENCE RUN EAST ALONG SOUTH LINE OF SAID JACKSON SQUARE SUBDIVISION A DISTANCE OF 1113.3 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID HARTS ISLAND ROAD (EAST KINGS HIGHWAY). SAID POINT BEING 40 FEET PERPENDICULAR FROM CENTER OF SAID ROAD.

THENCE RUN S13°20'E ALONG SAID WESTERLY RIGHT-OF-WAY LINE PARALLEL TO AND 40 FEET FROM THE CENTER OF SAID EAST KINGS HIGHWAY (HARTS ISLAND ROAD) A DISTANCE OF 949.48 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 22.838 ACRES.

LESS AND EXCEPT LOTS 121, 122 AND 123 OF TOWN SOUTH ESTATES, 16TH FILING, A SUBDIVISION OF THE CITY OF SHREVEPORT, CADDO PARISH, LOUISIANA.

EXHIBIT "B"

Town South Estates, 16th Filing, a resubdivision of Town South Estates, 14th Filing as recorded in Conveyance Book 1700, Page 109 of the records of Caddo Parish, Louisiana. Said tract of land also described as follows.

A TRACT OF LAND IN THEORETICAL SECTIONS 33 AND 34, TOWNSHIP 17 NORTH, RANGE 13 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF STRATMORE DRIVE AND THE WESTERLY RIGHT-OF-WAY OF HARTS ISLAND ROAD, (BOOK 1700, PAGE 107). SAID POINT BEING 50 FEET PERPENDICULAR TO CENTER OF STRATMORE DRIVE AND 40 FEET PERPENDICULAR TO CENTER OF HARTS ISLAND ROAD (EAST KINGS HIGHWAY),

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THENCE RUN N60°30'W A DISTANCE OF 529.49 FEET TO POINT OF CURVE,

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THENCE RUN EAST A DISTANCE OF 30.0 FEET,

THENCE RUN NORTH A DISTANCE OF 357.0 FEET TO THE SOUTH LINE OF JACKSON SQUARE SUBDIVISION, UNIT 3 AS RECORDED IN CONVEYANCE BOOK 1500, PAGES 105, 107, 109 OF THE RECORDS OF CADDO PARISH, LOUISIANA,

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THENCE RUN S13°20'E ALONG SAID WESTERLY RIGHT-OF-WAY LINE PARALLEL TO AND 40 FEET FROM THE CENTER OF SAID EAST KINGS HIGHWAY (HARTS ISLAND ROAD) A DISTANCE OF 949.48 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 22.838 ACRES.

LESS AND EXCEPT LOTS 1 THROUGH 123, INCLUSIVE OF TOWN SOUTH ESTATES, 16TH FILING, A SUBDIVISION OF THE CITY OF SHREVEPORT, CADDO PARISH, LOUISIANA.