

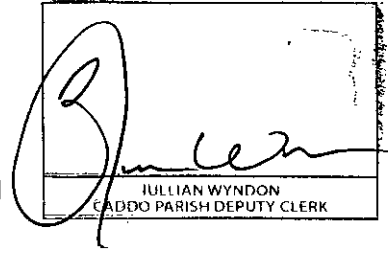


Online Instrument# 2931973

06/15/2023 09:31 AM

Number of Pages: 11

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED OAK POINTE SUBDIVISION
CADDO PARISH, LOUISIANA**


JULLIAN WYNDON
CADDO PARISH DEPUTY CLERK

STATE OF LOUISIANA
PARISH OF CADDO

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

SAFE HAVEN HOLDINGS, LLC, a Louisiana Limited Liability Company, a company organized and existing under the laws of the State of Louisiana, having a mailing address of 265 Captain H M Shreve Blvd., Shreveport, LA 71115, hereinafter referred to as "Declarant", and represented herein by its manager, William K. Sample.

Declarant is the owner of the following described property in CADDO PARISH, LOUISIANA, to-wit:

LOTS ONE (1) THROUGH FIFTY-FIVE (55) and LOTS ONE THOUSAND (1000) THROUGH ONE THOUSAND TWO (1002), RED OAK POINTE SUBDIVISION, UNIT 1, a subdivision of Caddo Parish, Louisiana, as per plat thereof recorded under Instrument Number 2931476, of the Conveyance Records of Caddo Parish, Louisiana, and any additional property that may be annexed as additional units of Red Oak Pointe Subdivision.

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

All of said property above described shall be owned, held, sold, encumbered and conveyed subject to any restrictive covenants, servitudes, rights-of-ways, mineral servitudes, and leases established by law or of record in the records of Caddo Parish, Louisiana, affecting the property described herein and the following restrictions, covenants and conditions, which said restrictions, covenants and conditions shall be covenants running with the land and binding on all parties having or acquiring any interest in said properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Red Oak Pointe Homeowners Association, Inc., a Louisiana non-profit corporation.

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

Section 3. "Lot" shall mean and refer to any regularly subdivided lot of land shown upon any recorded subdivision map of the Properties (as hereinafter defined) filed by Declarant. The term "Lot" shall also include re-subdivided Lots if same are formed in accordance with Article V. Section 6, hereof.

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

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

Section 6. "Properties" shall mean and refer to Lots One (1) through Fifty Five (55) and Lots One Thousand (1000) through One Thousand Two (1002), Red Oak Pointe Subdivision, Unit 1, a subdivision of Caddo Parish, Louisiana, as per plat thereof recorded under Instrument Number 2931476, of the Conveyance Records of Caddo Parish, Louisiana, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. "Improvements" shall mean all structures and any appurtenances thereto of every type, kind or nature, including, but not limited to, buildings, out-buildings, swimming pools, patio covers, awnings, painting of any exterior surfaces of any visible structures, additions, walkways, bicycle trails, sprinkler pipes or heads, satellite dishes, garages, carports, roads, driveways, parking areas, screening, walls, retaining walls, stairs, fences, decks, fixtures, windbreaks, poles, signs, exterior tanks, solar energy

equipment, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment and facilities, and landscaping which is visible from the street or common areas.

Section 8. "Under Roof" shall mean heated areas, garages, porches, covered patios.

Section 9. "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 is described as follows:

LOTS ONE THOUSAND ONE (1001) THROUGH ONE THOUSAND TWO (1002), RED OAK POINTE SUBDIVISION, UNIT 1, a subdivision of Caddo Parish, Louisiana, as per plat thereof recorded under Instrument Number 2931476, of the Conveyance Records of Caddo Parish, Louisiana, and any additional Common Area property that may be annexed as additional units of Red Oak Pointe Subdivision.

Lot 1000, RED OAK POINTE SUBDIVISION, UNIT 1, is not part of the Common Area and will be subject to these restrictions in all manners as Lots One (1) through Fifty Five (55) of the same Unit 1.

The Lake, Peninsula, Club House and all other improvements located on the Peninsula shall also be make up part of the Common Area.

Section 10. "Lake" shall mean Lake Chinquapin.

Section 11. "Peninsula" shall mean the peninsula in the middle of Lake Chinquapin.

Section 12. "Club House" shall mean the improvements, including the pool, located on the Peninsula.

Section 13. "Field" shall mean the game field located on the Peninsula.

Section 14. "Entrance Gate" shall mean the improvements located on Water Oak Dr., at the entrance of the Properties from Overton Brooks Road.

ARTICLE II MEMBERSHIP AND VOTING

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

Section 2. Voting Stock. Class A and Class B Stock. The Association shall have two classes of voting membership. Class A and Class B, Class A members shall be the Declarant and Class B members shall be any lot owner.

Class A lot holders shall have 6 votes for each lot they own and Class B lot owners shall have 1 vote for each lot they own. Class A voting rights shall revert to Class B and to 1 vote per lot after 90% of the lots in Red Oak Pointe Subdivision, inclusive of all units in the Association, are sold and paid for in full, by cash sale, credit sale deed or mortgage or at the discretion of the Declarant, whichever comes first.

When more than one person or entity holds an ownership in one lot all such persons will be members; however, the vote for each such lot shall be exercised as such members may determine among themselves but only one vote shall be cast for each Class B lot and 6 votes for each Class A lot.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS OR CHARGES

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

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

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

Section 3. Amount of Assessments and Charges. The maximum annual assessment shall be as follows:

For each Lot contained in the Properties, the annual assessment shall be \$960.00 (\$80/mo).

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

(b) From and after the 1st day of March, 2024, the maximum annual assessment may be increased above that permitted by a rise in the cost of living determined as provided in subparagraph (a) above, provided that any such charge shall have the assent of two thirds (2/3) of the votes of both classes who are voting. Members who are delinquent in any amount owed the Association shall not be entitled to vote until such delinquency is paid in full. Increases above that established by the rise in the cost of living shall have a maximum duration of two (2) years, after which period Members may vote in the manner provided hereinafter to reinstate additional increases, provided that any such change shall have either (i) the written assent of two thirds (2/3) of the authorized votes of members in lieu of a formal meeting, or (ii) by majority vote of those Members, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting setting forth the time, place and purpose of the meeting. The notice of a meeting will be posted at the entrance of the subdivision no less than ten (10) days prior to the meeting date. The quorum requirement of the meeting is set forth in Section 5 hereinafter.

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

Section 4. Uniform Rate of Assessment or Charge. Both annual and special assessments or charges must be fixed at a uniform rate for all Lots owned by Class B members. Lots owned by Declarant as the Class A member shall not be subject to annual or special assessments, but instead Declarant shall be fully responsible for any budget shortfalls to meet maintenance and operating cost of the Association each year, until such time as Class A membership has converted to Class B membership.

Section 5. Quorum For Any Action Authorized Under Section 3. At the first meeting called, as provided in Section 3 hereof, the presence at the meeting of Members (or their proxies) entitled to cast sixty (60%) percent or more of all the authorized votes of Members of the Association shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to written notice of not less than ten (10) days nor more than thirty (30) days of the time, place and purpose of the meeting, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Effect of Non-Payment of Assessments or Charges. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association shall have a privilege upon the Lot and the improvements thereon for the full amount of the assessment, charge, 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. 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.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The Board of Directors shall fix the amount of the annual assessment against each Lot 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.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments 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 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 from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Control.

A. No building or other Improvements of any character shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof (including, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto after original construction, or demolition or destruction made thereto after original construction, on any land within Red Oak Pointe Subdivision, including, without limitation, the common area and community common elements, until the obtaining of the necessary approval (as hereinafter provided) from the "Architectural Control Committee" (as hereinafter defined) of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this Declaration and any Supplementary Declaration, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation, so as to (1) promote those qualities of the environment which enhance the value of the lots and Units in Red Oak Pointe Subdivision, (2) foster the attractiveness and functional utility of Red Oak Pointe Subdivision as a place to live and work, and (3) foster a harmonious relationship among structures, vegetation and topography and the overall design of Red Oak Pointe Subdivision.

B. In making decisions as to any Improvements or alterations, the Architectural Control Committee shall consider the following design standards: (1) validity of the design concept; (2) effect on landscape and the environment; (3) relationship of structures and open spaces; (4) protection of neighbors and the Lake with respect to access, drainage, sound and sight buffers, preservation of views and landscaping during and after completion of construction of the Improvements; (5) design compatibility with respect to scale, materials, color and construction details; (6) quality of workmanship; and (7) construction timetable.

C. Each application made to the Architectural Control Committee shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alterations) to be done on such lot or other land within Red Oak Pointe Subdivision, including the drainage plan for the lot or other land within Red Oak Pointe Subdivision, plot plans showing the location and elevation of the improvements on the lot or other land and the dimensions of all proposed walkways, driveways, and all other matters as may be requested by the Architectural Control Committee relevant to architectural approval. The address of the Architectural Control Committee shall be the address of the principal office of the Association.

Section 2. Membership of Committee. There shall be three (3) members of the Architectural Control Committee, hereinafter sometime called Committee, to be initially appointed by the Declarant. These initial members shall serve on the Committee for five years. A majority of the Committee may designate a representative to act on behalf of the Committee. There shall be an annual election of members of the Committee after the five-year term expires for initial members of the Architectural Control Committee, who shall be elected by majority vote of the Directors of the Association. In the event of death or resignation of any member of the Committee, the remaining members or member shall have the full authority to designate a successor or successors. In the event no person is currently serving as a member of said Committee, a majority vote of the Directors of the Association may appoint members of the Committee or may discharge the functions thereof. It is the intention of this part to vest in the Architectural Control Committee the complete authority and power to disapprove of any structure, Improvements, design, plan, or color that does not, within the Committee's sole discretion, adequately maintain the architectural harmony or privacy of each home constructed or to be constructed on any Lot. In the event the Architectural Control Committee fails to approve or disapprove a design and location within thirty (30) days after appropriate plans and specifications have been submitted to it, approval will be deemed to have been granted. Said thirty (30) day period shall commence to run from date of written receipt by the Architectural Control Committee of said plans and specifications which may be evidenced by return receipt after submission of said plans and specifications by certified or registered mail.

Section 3. Committee Fees. The Architectural Control Committee may charge a fee of \$100.00 for services pertaining to approval of plans. The Committee may charge a fee of \$300.00 if plans are submitted after construction has begun.

Section 4. Driveway culverts. All driveway culverts must be uniform in appearance. Culverts must be installed by the home builder or by a contractor of the Red Oak Pointe Homeowners Association, Inc. to proper and verified elevations. If culverts are not set by Red Oak Pointe, the installation must be approved by the Association.

ARTICLE V **USE RESTRICTIONS**

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes with the exception of Lots 1001-1002 which are not to be considered building lots, or unless the Architectural Control Committee deems it necessary to use a lot for a road right of way to improve or expand the subdivision. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, private garage, or permanent storage building. The exterior of each dwelling shall consist of a minimum of fifty (50%) percent masonry construction. No commercial enterprise of any nature shall be entered into or conducted on any Lot. A garage to house at least two (2) automobiles must be provided on each Lot. No garage shall open toward the street unless approved by the Architectural Control Committee.

Section 2. Subdivision Improvements. The Declarant will construct a fence or wall and/or other improvements along Overton Brooks Road and/or anywhere in the subdivision the developer considers necessary. All such improvements are owned by the Association and may not be removed, changed, altered or modified in any way without the express prior written consent of the Declarant or the Architectural Control Committee. The Architectural Control Committee, and its successors and assigns, reserve the right, but not the obligation, to enter onto the aforesaid fence, wall and/or improvements area for the limited purpose of maintaining and repairing the said improvements.

Entrance Gate: The Entrance Gate to Red Oak Pointe will be owned and operated by the Association. Initially the gate will be closed at 11:00 p.m. through 5:00 a.m., Monday through Sunday. The Association or Declarant can change the hours of operation at any time. Neither the Association nor the Declarant shall at any time be liable for any loss, damage or injury of persons or property as a result of ownership and/or operation of the entrance gate.

Section 3. Dwelling Size. The area of the main structure on each Lot shall be not less than 2,500 heated square feet or 3,000 square feet for lakefront lots. (Garages, porches, patios, or unfinished bonus areas do not count towards the heated square footage). However, in special situations this minimum provision may be waived by the Architectural Control Committee or Declarant. The front side of any single or multi-story dwelling shall be of width sufficient to be in harmony with the building site size and other dwellings in the neighborhood.

Section 4. Building Location and Setback Lines. No building or any part thereof, including but not limited to, porches, patios, decks, steps, stoops, verandas, garages or handrails shall be located, erected, or altered on any Lot in contravention of the applicable setback lines set out on the Subdivision Plat aforesaid: nor nearer than fifteen feet (15') from interior property lines. Nevertheless, the Architectural Control Committee or Developer may waive in writing any setback requirements if, in its opinion, the location of said dwelling is aesthetically acceptable and in harmony with other dwellings in the neighborhood. No dwelling with a width of less than fifty feet (50') facing the street shall be erected or placed on any Lot.

Section 5. Landscaping and Trees. In addition to the requirements set forth in Article II hereof, no building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot until fully developed, complete, professional landscaping plans for such Lot shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall, in its sole discretion, determine whether the landscaping plans and layout, including, without limitation, drainage, grass, shrubs and trees, include sufficient landscaping. All such landscaping plans shall include plans for trees and shrubs. For each Lot, there shall be a minimum requirement of three (3) large trees (trees with a minimum diameter of five (5) inches and minimum height of sixteen (16) feet in the front yard; provided that this requirement may be changed or waived by the Architectural Control Committee where space limitations are a factor, and an irrigation system in the front yard. The landscaping requirements shall be the responsibility of the Owner. If the Owner desires to delegate that responsibility

to the Builder, the Owner should take steps to ensure that the Builder is fully aware of these requirements. No tree may be removed or destroyed without the express prior written approval of the Architectural Control Committee. Such authority is vested in this Committee to aid in maintaining the natural beauty of the Properties. Owners shall take all reasonable steps to minimize the use of fertilizers, pesticides and herbicides so as to limit the adverse effects such products have on the quality of life and health of persons in Red Oak Pointe Subdivision and on Lake Chinquapin.

Section 6. Re-Subdivision of Lots. No Lot shall be re-subdivided into additional Lots (Re-subdivided Lots) without the prior written consent of the Architectural Control Committee or Declarant. No building or structure shall be constructed or permitted on any tract consisting of less than the entirety of one lot as originally subdivided without the prior written consent of the Architectural Control Committee or developer. Again, the Architectural Control Committee or developer may change any lot to use as a road to improve or expand the subdivision.

Section 7. Fences. No fence or wall shall be erected, placed, altered or permitted nearer to any street than the front of the house unless approved by the Architectural Control Committee. On lake lots privacy fences must end at least 20 feet from the lake as measured at "normal pool". Wrought iron, split rail fences, etc., may extend up to two feet into the lake. Any fence erected on any lot shall be of brick, cedar wood, wrought iron, redwood, and/or "vinyl clad cyclone" type construction. No fence shall be erected of "barb" wire, "hog" wire, or similar type mesh. No fence shall be of more than seven (7') feet in height above the ground level.

Section 8. Vehicles. No automotive vehicles will at any time, day or night, be parked within the right of way of any street, either upon the roadway, the shoulder or the adjacent open area, but shall at all times be parked within the boundaries of privately-owned lots on areas intended for parking (i.e., on driveways and in garages). It is the intent of these covenants that, to the extent there are sufficient bays, the automotive vehicles owned by lot Owners will be regularly and normally parked within the garage. No vehicle except for vehicles belonging to temporary visitors, shall be parked in a driveway at a point nearer to the street than the front foundation of the residence. Any Owner hosting a party or other function at his residence shall insure that visitors park only on one side of the street (to the extent street parking is necessary) to accommodate an orderly flow of traffic. No vehicle normally or actually used for transportation of inflammatory, explosive or other hazardous or dangerous substances may be kept within Red Oak Pointe Subdivision either on the public street or on privately owned property at any time. Except in an emergency, no truck of tonnage in excess of 1.5 ton, inoperable vehicle, mobile home, utility trailer, school bus, commercial vehicle, industrial or commercial equipment shall be stored, kept, allowed to remain, be parked or repaired upon any public street or upon any privately owned property lying within Red Oak Pointe Subdivision. No recreational vehicle, travel trailer, motor home or similar vehicle shall be stored, kept, allowed to remain, be parked or repaired on any public street or upon any privately owned property lying within Red Oak Pointe Subdivision, except that, subject to the discretion of the Architectural Control Committee, such vehicles may be kept inside a closed garage or workshop of the Owner, or allowed on privately owned property for periods not in excess of three (3) days, for purpose of preparing, loading and unloading. No boat or boat trailer shall be stored, kept, allowed to remain, be parked, or repaired on any public street or upon any privately owned property lying within Red Oak Pointe Subdivision, unless within an enclosed garage, workshop or in a backyard (subject to satisfying such screening requirements as may be imposed by the Architectural Control Committee). No repair work of any kind may be performed on any vehicle of any kind on any lot, street, or driveway. Such repair work may only be within an enclosed garage. No vehicle of any type shall be offered for sale within Red Oak Pointe Subdivision or allowed to remain on a lot with a "For Sale" or similar sign on or near such vehicle.

Section 9. Boat launch. The boat launch is for the exclusive use of all Owners. The boat launch will be maintained by the Association. Owners assume all liability and responsibility for launching their boats and/or any operation at the boat launch or parking area. Hours of operation will be set by the Association or its Architectural Control Committee. Neither the Association nor the Declarant shall at any time be liable for any loss, damage or injury of persons or property as a result of use and/or operation of the boat launch.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No unsightly condition shall be permitted on any Lot.

Section 11. Prohibited Uses and Structures. No structure of a temporary character, trailer, basement, garage, barn, or other similar out-building shall be used on any Lot at any time as a residence either temporarily or permanently. Notwithstanding anything to the contrary contained herein, bona fide

builders may have temporary structures on residential lots during the construction of a residence on that lot. No motor home, mobile home, tent, shack or temporary structure shall be permitted at any time.

No electric or electronic structure, device, dish, station or other similar equipment, shall be placed, erected or maintained outside a home on any Lot unless (a) same is located in the rear of an existing home, and (b) no satellite dish may exceed 36 inches in diameter, and (c) not closer to any Lot line than twenty (20') feet, provided that a variance may be obtained only by prior written approval of the Architectural Control Committee. No "Ham" radio transmitting or receiving tower, or tower of any kind shall be placed, erected, or located on any lot at any time.

A Greenhouse may be constructed and maintained on a Lot but shall be limited to a maximum size of 1,000 square feet and must be approved by the Architectural Control Committee prior to construction.

An External Shop/Building may be constructed and maintained on a Lot but shall be limited to no larger than 50% of the Under Roof square footage of the house on that Lot, and the exterior shall be consistent with the exterior of the house, all of which must be approved by the Architectural Control Committee prior to construction.

Section 12. Signs. No sign of any kind including those for political races shall be displayed to the public view on any Lot except one sign, not more than 36" by 36" in size, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period. Signs of a larger size advertising the subdivision may be erected by Declarant.

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

Section 14. Oil and Mining Operations. No drilling for oil or gas, and no oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. All oil, gas and other mineral rights and interest have been previously reserved or assigned and shall not be conveyed to any Lot Owner.

Section 15. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owner of each lot shall insure that all dogs, cats or other household pets are confined to the owner's Lot, or restricted by a leash while on any other portion of the subdivision. Pets may not be allowed to become a nuisance or pose a threat to anyone in the subdivision. It is the intent of this Section to prohibit the keeping of groups of animals in such number that they create a nuisance due to excessive noise or noxious odors brought about by the keeping of such animals. No dog or animal pen or house shall be placed in any manner as to be seen from the street unless behind the back of the house, and approved by the Architectural Control Committee.

Section 16. Garbage and Refuse Disposal. 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 equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and out of view from the street. Garbage and trash shall not be set out near the street except on the day of pickup by garbage services. Garbage and trash containers shall be removed within twenty-four hours after being emptied by such services to a place beyond view from any street. Garbage services will be contracted by the Association for the benefit of the Owners, the cost of which shall be incorporated into the Annual Assessment.

Section 17. Water and Sewage.

- A. Water: 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 Caddo Parish Health Unit. Approval of such system as installed shall be obtained from such authority and the Association prior to construction. Irrigation water wells are permitted with the provision that any accompanying well house design be approved by the Association.
- B. Sewage: No individual sewerage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Public Health Officer for the Parish of Caddo. Approval of such system as installed shall be obtained from such authority. All builders must shoot the grade of the sewer service before building the house pad to ensure adequate sewer drainage.

Section 18. Completion of Construction. Construction of residential improvements upon any Lot once commenced shall be carried forward with due diligence and substantially completed within not more than twelve months from the date of commencement, unless otherwise approved by the Architectural Control Committee.

Section 19. Relocation of Buildings. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot and remodeling or converting same into a dwelling unit in this subdivision.

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

Section 21. Firearms. Discharge or firing of any air rifles, pellet guns or firearms of any type within the Subdivision is prohibited.

Section 22. Drainage. For drainage purposes, the grades and elevations of the land, as existing at the time of the conveyance of the respective Lot, shall for all purposes and as to all parties be deemed the natural grades and elevations, and said grades and elevations shall not be changed or altered, unless the Architectural Control Committee determines the necessity and approves of such.

Section 23. Roofs and Chimneys. All roofs on whatever part of the residence situated shall have a pitch not less than 8/12; except as specifically approved by the Architectural Control Committee as indicated by the architectural style of the residence or the terrain. All roofing shall be architectural design shingle, 25 year or better guarantee. Prefabricated fireplace flue pipes must be shrouded with materials consistent with the exterior materials used in the main structure and preferably brick or stucco.

Section 24. Mailboxes. Mailboxes and gate openers must be purchased from the Association and located by the Association where they deem appropriate.

Section 25. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight line or elevations between two (2') and six (6') feet above the roadway, shall be placed or permitted to remain on an area adjacent to a driveway or on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25') feet from the intersection of two streets or the intersection of street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 26. Driveways. Driveways shall be constructed of reinforced concrete and shall be at least four (4) inches thick. No other driveway surface is permitted unless submitted to the Architectural Control Committee and approved in writing by the said Committee. All driveways shall be located and constructed in a manner acceptable to the Architectural Control Committee.

Section 27. Mud Control. Owners and their contractors are required to install driveways and to complete preliminary rough drainage immediately after the installation of the foundation so that construction mud will be limited in the streets. Owners and contractors are required to remove mud and concrete from the streets after concrete installation. Owners and contractors are required to maintain erosion control in such away to prohibit the collection of mud and dirt in the streets. Owners and their contractors shall take all necessary steps for erosion control before, during and after construction to prevent any silt and mud runoff into Hat Creek Lake.

Section 28. Lot Maintenance. All Lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for the storage of materials or equipment except for the normal residential requirements or incident to construction of improvements thereon, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All yard equipment or storage items shall be kept screened from the view of neighboring Lots, streets or other property.

Lot Maintenance – Lake Lots. Lake Lots include Lots 22, 23, 24, 25, 53, 54 and 1000, of Unit 1, Lots 84 through 95 of Unit 2 and Lots 96 through 103 of Unit 3. At times when the lake is low, or if the waterline of the lake does not reach the lakeside lot line of the Lake Lot, the Association may, at its discretion, ensure that the area between the lot line and the waterline are properly maintained to aid in keeping the natural beauty of the Lake and Properties. The Association may assess any, some or all the Lake Lot owners

with an additional fee for the required maintenance, so long as the maintenance is required in the immediate vicinity of the Lake Lot that is being assessed the additional fee. Nevertheless, the Association may, at its discretion, waive the said fees for a particular Lake Lot owner if that Lake Lot owner and the Association come to an agreement for the Lake Lot owner to take responsibility for the maintenance of an area in the vicinity of his Lake Lot, as agreed upon between the Lake Lot owner and the Association.

Section 29. Use of Recreational Vehicles within the subdivision. Golf Carts and Side by Sides, owned by an Owner only, are permissible on roads if they are street legal. No dirt bikes are allowed on any public street or right of way, etc. The Owner who owns the recreational vehicle will be held responsible for any damages that may be caused by the use and operation thereof.

Section 30. Flags and Flag Poles. No flag poles shall be permitted on any Lot unless fixed to the house. Flags allowed to be flown on flag poles fixed to a house are limited to the following: Flags of the United States, Flags of a State, Sports Teams, seasonal decorative flags, and School flags. Other flags are only allowed upon receipt of approval of the Committee.

Section 31. Solar Panels. Prior to placement of any solar panels on a house or Lot, the location design of the placement must first be approved by the Architectural Control Committee.

Section 32. No unlicensed builders shall be allowed to permit or construct any portion of a home or other structure within Red Oak Pointe. All contractors and builders are required to be licensed and insured prior to commencement of any work within Red Oak Pointe.

ARTICLE VI CLUB HOUSE, POOL, LAKE & PENINSULA

Section 1. No lifeguard will be provided at the Club House pool. Swimming shall be at-risk and pool users are required to strictly follow all pool rules, as posted at the pool. The Club House and pool will close at 11:00 p.m.

Section 2. Owners shall be responsible for their guests and responsible or any damages or liabilities caused by them or their guests.

Section 3. The Lake, Club House and pool are only accessible to Owners and their guests. Guests must be accompanied by an Owner. A waiver for overnight guests and family may be obtained from the Association by an Owner on a temporary basis. No guests will be given access indefinitely.

Section 4. Reservations are required for parties of more than 15 and can be obtained from the Association.

Section 5. Boating and fishing on the Lake will be limited as follows:

- i. All boats must maintain "idle only" speed limit, 5 mph or less.
- ii. No jet skis
- iii. Trot lines, limb lines, traps, nets, baskets or yo-yo's are not permitted
- iv. Creel Limits and Lake regulations will be periodically assessed with the input of a wildlife biologist and will be posted at the launch and/or Club House.
- v. Failure to follow regulations will result in a \$500 fine for the first offense. If the violation is against a guest, this fine shall be assessed against the Owner who invited the guest.

Section 6. A pier and/or a boathouse may be constructed on Lots on the Lake. They shall not to exceed 40 feet total in length, and any boathouse shall be a single stall only boathouse with maximum under roof dimensions 25 feet wide by 30 feet length, and all plans must be approved by the Architectural Control Committee prior to construction.

Section 5. Any fishing equipment left unattended for more than one hour on the Peninsula and/or on any Common Area around the Lake may be picked up and disposed of in any manner at no cost of the Association, Declarant, or any Owner.

Section 6. Use of the Lake and improvements located on the Peninsula including the Club House, pool, field and courts by Lot Owners requires a membership. The cost of membership is included in the Annual Assessments and Charges but may be increased by the Association without a vote from the members of the neighborhood or of the Club House members. Any potential increase shall not exceed ten percent of the Annual Assessment Dues. Membership is only available to Owners. Membership to the Peninsula Club House and pool allows the member access to the facilities and the ability to reserve the Club House and

pool for private parties up to 2 times per year. Membership must be approved by the Association but may be denied if the Association deems it appropriate. If approved, membership can later be revoked by the Association if it deems appropriate for any reason.

ARTICLE VII
GENERAL PROVISIONS

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

The Association has the right to impose fines for violations of any restrictions in place at the time of the violation. Furthermore, the Association has the right, at its discretion, to determine the amount of the fine, up to \$500.00 for a first violation. If the Association determines that an Owner is in repeat violation, and if the Association deems it necessary, it may increase the fine beyond \$500.00, up to double the amount from the most recent fine against the same Owner for the same prior violation. The association has the same means of enforcing, collecting and pursuing the fines as it does with annual and special assessments as provided herein.

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

Section 3. Term and Application. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless the majority of the then Owners of the Lots shall execute and record an instrument terminating or modifying said covenants and restrictions.

Section 4. Amendment. The covenants and restrictions of this Declaration may be amended to be less restrictive by an instrument signed by those persons including Declarant, casting more than fifty (50%) percent of eligible votes (including both Class A and Class B votes) or by one hundred (100%) percent of the eligible votes to be more restrictive. No amendment shall be effective until same is properly recorded in the Conveyance Records of Caddo Parish, Louisiana.

Section 5. Liability. By the act of purchasing of any Lot in Red Oak Pointe Subdivision, said purchaser does hereby release Declarant and the Association and agrees to hold said Declarant and Association harmless from any liability from injury or damage to any person or property resulting from their ownership or use of said Lot or other areas within this subdivision. A photocopy of these Protective Covenants is available on request.

THUS DONE AND SIGNED on this ___ day of June, 2023, in the presence of the undersigned witnesses and notary public.

ATTEST:

Vagan Cornet

Print: Vagan Cornet

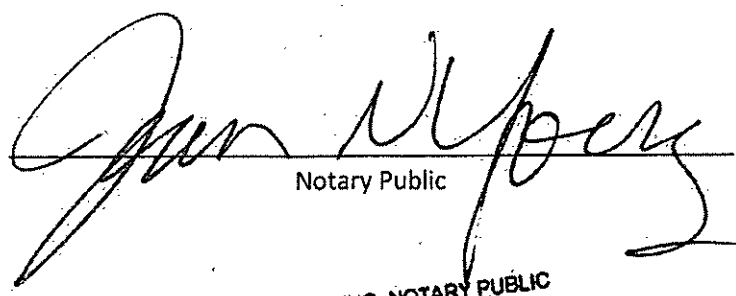
SAFE HAVEN HOLDINGS, LLC

William K. Sample

By: William K. Sample, Manager

Krystal Cornet

Print: Krystal Cornet



Notary Public

JORDAN N. YOUNG, NOTARY PUBLIC
NOTARY ID No. 145837
CADDO PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE

**1ST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR RED OAK POINTE SUBDIVISION
CADDO PARISH, LOUISIANA**

STATE OF LOUISIANA
PARISH OF CADDO

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

SAFE HAVEN HOLDINGS, LLC, a Louisiana Limited Liability Company, a company organized and existing under the laws of the State of Louisiana, having a mailing address of 265 Captain H M Shreve Blvd., Shreveport, LA 71115, hereinafter referred to as "Declarant", and represented herein by its member, William K. Sample, Jr., and;

70TH ST TATA INC., a Louisiana business corporation, whose mailing address is 911 W 70th St., Shreveport, LA 71106, herein represented by Monir Hossain, Manager, and;

JONATHAN EDWARD ACOSTA and **MARY TILLMAN ACOSTA**, husband and wife, whose mailing address is 10407 Freeman Drive, Keithville, LA 71047;

Who declared that Declarant filed the original Declaration of Covenants, Conditions and Restrictions for Red Oak Pointe Subdivision, Caddo Parish, Louisiana (hereinafter referred to as the "Original Restrictions") on June 15, 2023, under Instrument Number 2931973 of the Conveyance Records of Caddo Parish, Louisiana.

Since that time Declarant has conveyed one lot, Lot 31, Red Oak Pointe Subdivision, Unit 1, to 70th St TATA, Inc., by Cash Deed filed for record on October 20, 2023, under Instrument Number 2947316, of the Conveyance Records of Caddo Parish, Louisiana, and;

Declarant has conveyed Lot 32, Red Oak Pointe Subdivision, Unit 1, to Jonathan Edward Acosta and Mary Tillman Acosta, by Cash Deed filed for record on December 8, 2023, under Instrument Number 2951932, of the Conveyance Records of Caddo Parish, Louisiana.

Therefore, together, Declarant, 70th St TATA, Inc., and Jonathan Edward Acosta and Mary Tillman Acosta, are the owners of 100% of the following described property in CADDO PARISH, LOUISIANA, to-wit:

LOTS ONE (1) THROUGH FIFTY-FIVE (55) and LOTS ONE THOUSAND (1000) THROUGH ONE THOUSAND TWO (1002), RED OAK POINTE SUBDIVISION, UNIT 1, a subdivision of Caddo Parish, Louisiana, as per plat thereof recorded under Instrument Number 2931476, of the Conveyance Records of Caddo Parish, Louisiana, and any additional property that may be annexed as additional units of Red Oak Pointe Subdivision.

Appearers desire to amend the Original Restrictions, in accordance with Article VII, Section 4, as follows:

Article I, Section 1, shall be deleted and replaced with the following:

Section 1. "Association" shall mean and refer to Red Oak Pointe Homeowners Association, LLC, a Louisiana limited liability company.

Article V, Section 4, shall be deleted and replaced with the following:

Section 4. Building Location and Setback Lines. No building or any part thereof, including but not limited to, porches, patios, decks, steps, stoops, verandas, garages or handrails shall be located, erected, or altered on any Lot nearer than sixty feet (60') from the edge of the asphalt immediately in front of the lot, and not nearer than forty feet (40') from the interior boundary of the utility servitude as set out on the Subdivision Plat. Nevertheless, the Architectural Control Committee or Developer may provide one or more variances, in writing, to any setback requirements if, in its opinion, the location of said dwelling is aesthetically acceptable and in harmony with other dwellings in the neighborhood. No dwelling with a width of less than fifty feet (50') facing the street shall be erected or placed on any Lot.

To Article V, a new section, Section 33, is hereby added, as follows:

Section 33. Re-platting of contiguous Lots (meaning the changing of interior boundary line(s) to new locations) requires the prior written approval of the Architectural Control Committee. Multiple contiguous Lots may be merged into a single lot upon receiving written approval from the Architectural Control Committee. In either case, the applicant must have the new lot or lots surveyed and submit the survey to the Architectural Control Committee upon making the application. If two or more Lots are merged into one lot (hereinafter referred to as the "Merged Lot"), the owner of the Merged Lot will remain responsible for the same amount of annual assessments and special assessments as prior to the creation of the Merged Lot. In other words, if two Lots were merged into one, the owner of the one Merged Lot will still be responsible for two annual assessments and special assessments, after the merger of the Lots. Likewise, the owner of the Merged Lot shall retain the same number of Class B votes as they had prior to the merger of the Lots, such that the owner of a Merged Lot that previously consisted of two Lots shall have two Class B votes after the merger into the Merged Lot.

The plat for Red Oak Pointe Subdivision, Unit 1, states, in part: "MINIMUM FINISH FLOOR ELEVATIONS TO BE THE GREATER OF 18" ABOVE THE HIGHEST ADJACENT TOP OF CURB OR 12" ABOVE THE BASE OF FLOOD ELEVATION AS ESTABLISHED BY FEMA FOR THIS AREA". It has been determined that the language in the plat is vague as there are no curbs, and therefore the parties desire to clarify the elevations requirements by adding the following language to the Original Restrictions, as Article V, Section 34:

Section 34. Finish floor elevations to be a minimum of 12" above the elevation of the centerline of the road immediately in front of the house being built.

And I, Notary, do hereby authorize and request the Register of Conveyances to make mention of this act of correction in the indexes of the Conveyance Records of Caddo Parish, Louisiana, to serve as occasion may require.

Article VII, Section 4, shall be deleted and replaced with the following:

Section 4. Amendment. Until such time as the Class A stock is reverted to Class B stock, in accordance with Article II, Section 2, the covenants and restrictions of this Declaration may be amended by Declarant as Declarant deems necessary. After such time as Class A Stock is reverted to Class B stock in accordance with Article II, Section 2, the covenants and restrictions of this Declaration may be amended to be less restrictive by an instrument signed by those persons including Declarant, casting more than fifty (50%) percent of eligible votes (including both Class A and Class B votes) or by seventy-five (75%) percent of the eligible votes to be more restrictive. No amendment shall be effective until same is properly recorded in the Conveyance Records of Caddo Parish, Louisiana.

THUS DONE AND SIGNED on this 18th day of December, 2023, in the presence of the undersigned witnesses and notary public.

ATTEST:

[Signature]

Print: Vagan Cornett

SAFE HAVEN HOLDINGS, LLC

[Signature]
By: William K. Sample, Jr, Member

[Signature]

Print: Melissa N. Mitchell

[Signature]
Notary Public

