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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
 OF AZALEA LAKES SUBDIVISION
 FIRST FILING - PART ONE
 TABLE OF CONTENTS

1. DEFINITIONS
 1.1 Association
 1.2 Council
 1.3 Lake
 1.4 Lake Lot
 1.5 RSL
 1.6 Lot or Lots
 1.7 Member
 1.8 Owner
 1.9 Official Plan
 1.10 Properties

2. PROPERTY SUBJECT TO THESE DECLARATIONS
 2.1 Existing Property
 2.2 Additions to Existing Property
 2.3 Additions in Accordance with General Plan
 of Development
 2.4 Other Additions
 2.5 Mergers

3. AZALEA LAKES SUBDIVISION COUNCIL - ARCHITECTURAL CONTROL
 3.1 Creation and Purpose
 3.2 Council Membership
 3.3 Powers and Authority of Council

4. RESIDENTIAL AND USE COVENANTS
 4.1 Use, Description of Lot
 4.2 Council Approval Required of Plans
 4.3 Residential Area Requirement
 4.4 Cost Requirement
 4.5 Exterior Material
 4.6 Outside Clotheslines
 4.7 Roofs
 4.8 Artificial Vegetation
 4.9 Driveway Construction
 4.10 Games, Play Structures
 4.11 Mailboxes
 4.12 Sewage Disposal
 4.13 Corner Lots, Intersections
 4.14 Animals
 4.15 Antennas
 4.16 Garages
 4.17 Prohibited Uses
 4.18 Signs
 4.19 Waste, Garbage and Debris
 4.20 Lawn Mowing
 4.21 Vehicle Parking
 4.22 Building Materials and Farm Use
 4.23 Electrical Service
 4.24 Other Utility Service
 4.25 Slab Elevation
 4.26 Structural Materials and Mobile Homes
 4.27 Usage of Adjacent Property
 4.28 Plantings in Servitude Areas

5. LOCATIONAL STANDARDS AND COVENANTS
 5.1 Front Setback Lines
 5.2 Side Setback Lines
 5.3 Rear Setback Lines
 5.4 Garage or Carport

- 5.5 Fences and Walls
- 5.6 Variances in Setback Lines
- 6. LAKE USAGE AND SERVITUDES
 - 6.1 Servitude of Enjoyment and Servitude Reservations
 - 6.2 Lake Usage
 - 6.3 Maintenance of Lake Bulkhead
 - 6.4 Drainage Servitude
 - 6.5 Utilities Servitudes
 - 6.6 Sewage Treatment Facility Servitude
 - 6.7 Maintenance of Fence
- 7. SUBDIVISION ASSOCIATION
 - 7.1 Azalea Lakes Subdivision Association, Inc.
 - 7.2 Membership and Voting Rights
 - 7.3 Board of Directors: Selection; Terms of Office
 - 7.4 Officers and Directors
 - 7.5 Assessments and Levies
 - 7.6 Quorum for Any Action
 - 7.7 Dissolution
 - 7.8 Disposition of Assets on Dissolution
- 8. AMENDMENT OF DECLARATION
- 9. DURATION
- 10. NOTICES
- 11. ENFORCEMENT
- 12. SEVERABILITY

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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
OF AZALEA LAKES SUBDIVISION
FIRST FILING - PART ONE

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, on this 8th day of JUNE, 1987, personally came and appeared:

RSL LAND COMPANY, a Louisiana corporation, represented herein by the duly authorized undersigned officer, referred to herein as "RSL",

who after being duly sworn, did declare:

That RSL is the owner of certain real property located in East Baton Rouge Parish, State of Louisiana, more fully described in Article 2 of this Declaration, such property being Lots ONE (1) through ONE HUNDRED SIXTEEN (116), AZALEA LAKES, FIRST FILING, PART ONE, all according to the official plan of Azalea Lakes Subdivision, First Filing, Part One, made by Breaux & Associates, Inc., dated April 22, 1987, and on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana, as Original 12, Bundle 9918, and Original 13, Bundle 9918, revised April 30, 1987, recorded at Original 71, Bundle 9919.

RSL does hereby establish the following protective covenants and restrictions affecting each of the Lots in Azalea Lakes Subdivision, First Filing, Part One, which protective covenants and restrictions shall run with the land and shall be in favor of Azalea Lakes Subdivision Association, Inc., and each and all of the property described in Paragraph 2.1, being Lots numbered One (1) through One Hundred Sixteen (116), Azalea Lakes Subdivision, First Filing, Part One, as the tract designated as Tract X, and the tract designated as Azalea Lake, on the FINAL PLAT OF AZALEA LAKES SUBDIVISION - FIRST FILING, PART ONE, and such additions thereto as may hereafter be made pursuant to Article Two hereof, and shall be binding upon every purchaser, owner, or occupant, their heirs and assigns. The restrictions and covenants hereby established are as follows:

1. DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

1.1 "Association" shall mean and refer to the Azalea Lakes Subdivision Association, Inc., a Louisiana non-profit corporation.

1.2 "Council" shall mean and refer to the Azalea Lakes Subdivision Council as provided in Article 3 hereof.

1.3 "Lake" shall mean and refer to the parcel of land designated as "Azalea Lake" on page 2 of the Official Plan.

1.4 "Lake Lot" shall mean and refer to any Lot included in the Properties which borders or adjoins the Lake.

1.5 "RSL" shall mean and refer to RSL Land Company, a Louisiana Corporation, domiciled in Rapides Parish, Louisiana.

1.6 "Lot" or "Lots" shall mean and refer to those plots or parcels of land designated and shown upon the Official Plan as Lots numbered One (1) through One Hundred Sixteen (116), and any additional lots specifically added by a Supplemental Declaration in accordance with the terms of Article Two hereof.

1.7 "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article 7, hereof.

1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title in full ownership of any Lot situated upon the Properties, but, notwithstanding any applicable theory of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to a foreclosure, act of sale, or proceeding in lieu of foreclosure.

1.9 "Official Plan" shall mean and refer to that final plat entitled "Final Plat of Azalea Lakes, Being the Subdivision of a Portion Tr. A-1-A of a resubdivision of Tr. A-1 of the Dr. Edwin J. Herpich Tract and Lot A-3 of the A. E. Heard Property. Located in Sections 39 and 40, T-8-S, R-2-E, G.L.D. of La., East Baton Rouge Parish, Louisiana for RSL Land Company" on Sheet 1 of 2, and entitled "Final Plat of Azalea Lakes Being the Subdivision of a Portion Tr. A-1-A of a resubdivision of Tr. A-1 of the Dr. Edwin J. Herpich Tract and Lot A-3 of the A. E. Heard Property. Located in Sections 39 and 40, T-8-S, R-2-E, G.L.D. of La., East Baton Rouge Parish, Louisiana for RSL Land Company" on Sheet 2 of 2 made by Breaux & Associates, Inc., dated April 22, 1987, and on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana, as Original 12, Bundle 9918, and Original 13, Bundle 9918, revised April 30, 1987 and recorded at Original 71, Bundle 9919.

1.10 "Properties" shall mean and refer to all properties described in Article Two hereof and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article Two hereof.

2. PROPERTY SUBJECT TO THESE DECLARATIONS

2.1 EXISTING PROPERTY. The real property which is and shall be held subject to this Declaration is located in East Baton Rouge Parish, Louisiana, and is more particularly described as follows:

Three certain tracts or parcels of land, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Sections 39 and 40, Township 8 South, Range 2 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract X, Lots 1 through 116 in Azalea Lakes Subdivision First Filing, Part One, and the Tract designated as Azalea Lake, on a map entitled "Final Plat of Azalea Lakes, Being the Subdivision of a Portion Tr. A-1-A of a resubdivision of Tr. A-1 of the Dr. Edwin J. Herpich Tract and Lot A-3 of the A. E. Heard Property. Located in Sections 39 and 40, T-8-S, R-2-E, G.L.D. of La., East Baton Rouge Parish, Louisiana for RSL Land Company" made by Breaux & Associates, Inc., dated April 22, 1987, and on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana, as Original 12, Bundle 9918, and Original 13, Bundle 9918, revised April 30, 1987, recorded at Original 71, Bundle 9919.

2.2 ADDITIONS TO EXISTING PROPERTY. Additional lands may become subject to this declaration in the manner set forth in Sections 2.3, 2.4 and 2.5.

2.3 ADDITIONS IN ACCORDANCE WITH GENERAL PLAN OF DEVELOPMENT. RSL, its successors and assigns, shall have the right to bring within

the scheme of this Declaration additional properties in future stages of the development and thereby to cause such additional property to become part of the Properties. This right may be exercised by RSL in accordance with the following rights, conditions, and limitations, which are the only conditions and limitations on such right to add additional property to the development.

(a) The option may be exercised from time to time during a period of fifteen (15) years from the date of this Declaration provided, however, that RSL reserves the right to terminate such option, in whole or in part, at any time prior to the expiration of such fifteen (15) year period by executing and filing an agreement evidencing such termination in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, and, except for such termination by RSL, no other circumstances will terminate such option prior to the expiration of such fifteen (15) year period.

(b) Additional property may be added to the development at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the development. The exercise of the option to submit a portion of the additional property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the additional property.

(c) If the additional property or any portion thereof is added to the development, the lots developed therein and the dwellings constructed thereon will be subject to the standards and restrictions set forth in Article 4 hereof as same may be changed by RSL with respect to additional property.

(d) If the additional property or any portion thereof is added to the development, RSL reserves the right to designate the size of the lots and the boundaries of the lots, dwellings and common areas, if any, to be added to the development in connection therewith.

(e) Should the option to add the additional property, or any portion thereof, not be exercised within the term specified herein or be terminated by RSL, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, as aforesaid, RSL shall not be obligated to impose on the additional property or any portion thereof any covenants, conditions, or restrictions the same, similar or dissimilar to those contained herein.

(f) The option reserved by RSL to cause all or any portion of the additional property to become part of the development shall in no way be construed to impose upon RSL any obligation to add all or any portion of the additional property to the development or to construct thereon any improvements of any nature whatsoever.

The right reserved under this Section 2.3 may be exercised by RSL only by the execution of an amendment to this Declaration which shall be filed in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, together with a revision of or an addition to the Official Plan showing the additional property or such portion or portions thereof as are being added to the development by such amendment, as well as the lots thereon. Simultaneously therewith, RSL shall convey to the Association the common areas, (either in full ownership or a perpetual servitude of use), if any, contained within the additional property, or such portion thereof so submitted, such conveyance to be subject to the lien for taxes not yet due and payable, all servitudes and restrictions of record, utility

servitudes serving or otherwise encumbering the additional property, and any exceptions which would be disclosed by a survey or physical inspection of such property. Any such amendment shall expressly submit the additional property or such portion thereof to all the provisions of this Declaration, as same may be changed with respect to such additional property or portion thereof.

2.4 OTHER ADDITIONS. In addition to the manner set forth in Section 2.3 above, property may be added to the scheme of this Declaration in the manner set forth in this Section 2.4. Upon approval in writing of the Association pursuant to a vote of its Members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a Supplementary Declaration of Covenants and Restrictions as described in Section 2.3 above.

2.5 MERGERS. Upon merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing Property, together with the covenants and restrictions established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing Properties except as hereinafter provided.

3. AZALEA LAKES SUBDIVISION COUNCIL - ARCHITECTURAL CONTROL

3.1 CREATION AND PURPOSE. To administer the general plan of development of the Properties, there is hereby created a committee to be known as the Azalea Lakes Council. The purpose of the Council is to administer the restrictions and covenants set forth in this Declaration for the benefit of the purchasers and owners of any portion of the Properties.

3.2 COUNCIL MEMBERSHIP.

(a) Initial Members. The Council shall be composed of three individuals, with the initial members being the following:

1. William A. Fogleman
5880 Florida Boulevard
Baton Rouge, LA 70806
2. Mike F. Harter
5880 Florida Boulevard
Baton Rouge, LA 70806
3. J. O. Fogleman
5880 Florida Boulevard
Baton Rouge, LA 70806

(b) Successor Members. In the event of death or resignation of any member from the Council, the remaining members shall have full authority to designate a successor subject to the right of a majority of the voting power of the Members to designate or replace any or all members of the Council by executing and recording in the office of the Clerk and Recorder of the Parish of East Baton Rouge, Louisiana, an instrument certifying such designation.

3.3 POWERS AND AUTHORITY OF COUNCIL. There is hereby vested in the Council the following powers and authority:

(a) Approval of Construction Plans. No residence, building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind be made on any Lot until plans and specifications showing the nature, kind, shape, height, materials, floor plans, color schemes, locations and approximate costs of such structures and grading plan of the Lot on which improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Council or their authorized representative and a copy thereof is finally approved and lodged permanently with the Council. The Council shall have the right by majority vote to refuse to approve any such plans or specifications or grading plans which are unsuitable or undesirable in its opinion, for aesthetic or other reasons, and, in so passing upon such plans, specifications and grading plans, the Council shall take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of the building or other structure or improvement as planned on the adjacent or neighboring properties. The Council shall establish a fee sufficient to cover the expense of reviewing plans and related data, which fee may be changed from time to time by the Council.

(b) Failure of Council to Approve or Disapprove. In the event the Council fails to approve or disapprove within thirty (30) days after any plans and specifications have been submitted to it, approval shall be deemed to have been granted, except that such shall not be considered a waiver of any other restrictions or covenants imposed by this Declaration.

(c) Delays in Construction after Approval. If the construction of proposed improvements has not commenced within six (6) months after the Council's approval, the Council's approval shall be considered withdrawn and new approval for the proposed construction must be obtained. However, the Council may grant extensions of approval from time to time for good cause. If the construction of the proposed improvements are not commenced within six (6) months following approval of the Council for reasons beyond the control of the Owner or contractor, such as acts of God, strikes, national calamities, or related events, the approval of the Council shall be extended in proportion to the delays caused by such event or events.

(d) Approval Not a Guarantee. No approval of plans and specifications shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approval shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be built in a good and workmanlike manner.

4. RESIDENTIAL AND USE COVENANTS

The following use covenants contained in this Article 4 shall apply to all Lots.

4.1 USE, DESCRIPTION OF LOT.

(a) Lots shall be used for none other than single family residential purposes.

(b) No Lot shall have any building erected, altered, placed or permitted to remain on such Lot other than one single family

dwelling not to exceed two stories in height with usual and appropriate outbuildings and a private garage and/or carport designed to house no fewer than two (2), nor more than three (3) automobiles.

(c) The owner of any two adjoining Lots having frontage on the same street may erect a residence on those two Lots which shall be considered for the purpose of these restrictions as one building lot. No Lot or Lots shall be sold except with the description shown on the Official Plan provided, however, that any Lot or Lots may be resubdivided or replatted in accordance with the ordinances and governing rules and regulations of East Baton Rouge Parish with the written consent of the Council.

4.2 COUNCIL APPROVAL REQUIRED OF PLANS. No residence or building of any kind, no improvement which extends above ground level, and no fence shall be erected, placed, altered, or permitted on any Lot, unless and until the construction plans, specifications, elevations, and a plan showing the location of the structure shall have been approved in writing by the Council as to harmony of exterior design with existing structures, and location with respect to topography and finished grade elevation, in accordance with Article 3 above. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line without the approval of the Council and in accordance with Article 5 hereof.

4.3 RESIDENTIAL AREA REQUIREMENT. Any residence situated on a Lake Lot shall contain a minimum of 1350 square feet, provided that the Council may reduce this requirement in individual cases to 1300 square feet. Residences on all other Lots shall contain a minimum of 1300 square feet. No residence on any Lot shall contain more than 1800 square feet per story in height. Carports, garages, open porches, covered walkways and patios shall be excluded in computing the square footage requirements of this paragraph.

4.4 COST REQUIREMENT. No dwelling shall be permitted on any Lot having a cost of less than \$30,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

4.5 EXTERIOR MATERIAL. No building or structure shall be constructed of imitation stone or asbestos on the exterior. The Council may impose other appropriate and reasonable standards for exterior finishes and materials which it may deem desirable to the end that the general appearance of the neighborhood or the value of the adjacent structures will not be jeopardized. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or other purpose, nor shall any window mounted heating or air-conditioning units be permitted.

4.6 OUTSIDE CLOTHESLINES. Except within screened service yards, no outside clotheslines or other outside facilities for drying or airing clothes shall be permitted.

4.7 ROOFS. Flat roofs shall not be permitted unless approved by the Council. Such areas where flat roofs may be permitted are porches and patios. There shall be no flat roofs on the entire main body of a building; provided that, the Council shall have discretion to approve such roofs on part of the main body of a building, particularly if modern or contemporary in design. No built-up roofs shall be permitted.

4.8 ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot unless approved by the Council.

4.9 DRIVEWAY CONSTRUCTION. All dwellings shall have a paved driveway of stable and permanent construction, and, unless prior approval is obtained from the Council, such driveway shall be constructed with concrete. All of that portion of the driveway built within the street right-of-way shall conform to the grades and be in accordance with the construction plans for Azalea Lakes Subdivision as prepared by Breaux & Associates, Inc., Consulting Engineers.

4.10 GAMES, PLAY STRUCTURES. All basketball backboards and any other fixed games and play structures shall be located on the inside portion of corner Lots within the setback lines and at the rear of any dwelling located on any other Lots within the setback lines. No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the Council.

4.11 MAILBOXES. Mail shall be received in "cluster" box receptacles in such locations and according to the specifications of the United States Postal Service. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Council. If and when the United States mail service or the newspaper or newspapers involved indicate a willingness to make delivery to wall receptacles attached to dwellings, each Owner, on the request of the Council, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

4.12 SEWAGE DISPOSAL. No person shall provide or install a method of sewage treatment or disposal other than connection to an approved sanitary sewer system, until such treatment or disposal is located and constructed in accordance with the requirements, standards and recommendations of, and the design for that method of treatment or disposal has been approved by the East Baton Rouge Parish Health Unit.

4.13 CORNER LOTS, INTERSECTIONS. No fence, wall, hedge, shrub planting, or tree foliage which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points of twenty-five (25) feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10') feet from the intersection of a 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.

4.14 ANIMALS. No animals, livestock, or poultry of any kind shall be raised, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, or in such numbers or conditions as may be offensive to other property owners in the subdivision. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance.

4.15 ANTENNAS. No television or radio antennas or other similar device outside any structure shall be allowed on any Lot unless approved by the Council. This shall be construed to prohibit, without limitation, the construction of any short wave or "ham" operating stations or antennas. No satellite dish or other similar device shall be attached to or installed on any portion of a Lot unless contained entirely within the interior of a building or other structure.

4.16 GARAGES. No garage apartment shall be erected or permitted on any Lot and no garage may be used as living quarters. However, a garage with living quarters may be erected for occupancy by servants domestic to the family residence on that Lot.

4.17 PROHIBITED USES. No commercial business or trade or noxious or offensive activity shall be conducted on any Lot, and nothing shall be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. This shall not be interpreted to restrict (a) a builder from erecting temporary warehouses and/or offices on any Lot for the construction of houses on other Lots, or (b) RSL, its successors and assigns, from placing or erecting temporary trailers, buildings or other structures for use as sales offices on any Lot or Lots.

4.18 SIGNS. No sign of any kind shall be displayed to the public view on any Lot or in the streets of the subdivision, except one sign of no more than five (5) square feet advertising that property for sale or rent or customary signs used by a builder or real estate broker to advertise the property during the construction and sales period. However, this limitation shall not apply to RSL, the developer of the subdivision.

4.19 WASTE, GARBAGE AND DEBRIS. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. During and upon completion of construction, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided, it is not visible from a street and is kept free of obnoxious odor, insects and rodents.

4.20 LAWN MOWING. Owners of Lots shall keep their respective Lots mowed and free of noxious weeds. In the event an Owner fails to discharge this obligation, the Council may, at its discretion, cause the Lot(s) to be mowed and/or cleaned, and the Owner of such Lot(s) shall be obligated to pay the cost of such mowing and/or cleaning.

4.21 VEHICLE PARKING. No automobile, boat, truck, bus, trailer, camper or other vehicle, or conveyance shall be parked, kept, stored or permitted to remain on any Lot nearer to the front property line than thirty-five (35) feet or the building set-back line, whichever is further from the street. No Owner or his assignee shall regularly permit the parking of any such automobile, boat, truck, bus, trailer, camper or other vehicle or conveyance in any street right of way in the subdivision.

4.22 BUILDING MATERIALS AND FARM USE. No building materials and no building equipment of any kind may be placed or stored on any Lot except in the ordinary course of construction of a residence or other building thereon. No Lot shall be used for farming or gardening purposes, except that flowers and shrubbery may be grown for non-commercial purposes.

4.23 ELECTRICAL SERVICE. All Lake Lots will be served by an underground electric distribution system except where the

elevation of the ground is such that underground facilities would be impractical or dangerous in the opinion of the utility company serving the subdivision. All Lots which are not Lake Lots may be served by an overhead electric distribution system. The type of services supplied will be alternating current at approximately sixty (60) cycles per second, single phase, three wire, 120/240 volts, and metered at 240 volts. Any purchaser of a Single Family Residential Lot understands and agrees that only electric service at 120/240 volts, single phase, three wire, will be available and the locked rotor current of any motor connected to this service will be limited in accordance with standard service practices of the utilities company.

4.24 OTHER UTILITY SERVICE. All utilities serving Lake Lots shall be constructed underground. Only junction boxes and equipment which cannot be located underground on Lake Lots for technical reasons may be constructed above ground. All pipes on Lots shall also be constructed underground.

4.25 SLAB ELEVATION. The elevation of each house slab shall be at such elevations as prescribed by the East Baton Rouge Parish Department of Public Works and in accordance with the ordinances and regulations of East Baton Rouge Parish, Louisiana.

4.26 STRUCTURAL MATERIALS AND MOBILE HOMES. All buildings and structures on any Lot shall be constructed on that Lot from basic building materials and no building or structure may be constructed elsewhere and moved on to any Lot except that temporary structures may be used by a contractor during actual construction and removed immediately after completion of construction and RSL, its successors and assigns may use mobile homes, trailers and other temporary structures as sales offices. This paragraph shall be construed, but not by way of limitation, to prohibit mobile homes of any and all kinds.

4.27 USAGE OF ADJACENT PROPERTY. It is recognized that the area adjacent to, but outside of the Lots, including those areas on the Official Plan designated as Tract "V", Tract "W", Tract "Y" and Tract "Z" may be developed or used for commercial, multi-family, recreational or any other purposes. The notation on Tract "W" on the Official Plan as "future filing" and the dimensions shown thereon are for illustrative purposes only and impose no obligation on RSL to develop Tract "W" in that manner.

4.28 PLANTINGS IN SERVITUDE AREAS. No trees, shrubs or other plants may be planted, nor shall any building, fence, structure or improvements be constructed or installed within or over any servitude or right-of-way so as to prevent or interfere with the drainage or any other purpose for which the servitude or right-of-way is granted or created.

5. LOCATIONAL STANDARDS AND COVENANTS

The following locational standards have been established for all Lots.

5.1 FRONT SETBACK LINES. Except as otherwise shown on the Official Plan with respect to certain Lots, front setback lines shall be twenty (20') feet from the street right-of-way. No building, fence, or structure of any kind may be erected, constructed, or installed closer to the front property line than the front setback line unless approved by the Council. In no case shall residences on adjoining lots have more than a ten (10') foot variation in setback. Preference of setback distances shall be awarded based on the earliest plan submitted to the Council. The Council shall be the final authority on all setback matters.

5.2 SIDE SETBACK LINES. No building (including carports and detached covered structures) shall be located on any Lot nearer to either side property line than five (5') feet.

5.3 REAR SETBACK LINES. Rear setback distances shall be twenty-five (25') feet from the rear on all Lots. The main structure shall not be built within this setback distance but the carport or garage may be built within the set back distance but shall not encroach or overhang into the servitude.

5.4 GARAGE OR CARPORT. No garage on a Lake Lot shall open on to the Lake or on to the street on which the dwelling located on the Lot fronts. No garage on any Lot other than a Lake Lot shall open on to the street on which the dwelling located on the Lot fronts.

5.5 FENCES AND WALLS. Each Lot shall have a privacy fence constructed of cedar in accordance with the specifications below. Each Owner covenants, upon becoming an Owner, to construct such fence within six months of receiving possession of the Lot if the same has not been constructed at the time such person or persons became an Owner.

(a) Fences on all Lots except Lake Lots shall be six (6') feet in height and may start at the front setback line to the rear of the Lot and shall be constructed along the rear six (6') feet in height.

(b) Fences on Lake Lots shall be constructed six feet (6') in height along the side lot lines and may start at the front setback line to within twenty-five (25') feet of the rear property line and shall be constructed three and one-half (3 1/2') feet in height on the rear twenty-five (25') feet of the lot along the side property lines. No fence shall be constructed along the rear of Lake Lots. No fence or wall shall be constructed on the rear one-third (1/3) of any Lake Lot which obstructs the view of the Lake from any other Lot. In no event shall a fence or wall within twenty-five (25') feet of the Lake be more than three and one-half (3 1/2') feet in height.

5.6 VARIANCES IN SETBACK LINES. The Council shall have the authority to vary the front, side or rear building line requirements in cases where in the Council's opinion, Lot shape or topographical features warrant such a variance, except that in no instances may such be less restrictive than required by the zoning ordinances for the Parish of East Baton Rouge, in A-1 area.

6. LAKE USAGE AND SERVITUDES

6.1 SERVITUDE OF ENJOYMENT AND SERVITUDE RESERVATIONS. Every Member shall have a nonexclusive right and servitude of enjoyment in and to the Lake, which right and servitude shall be appurtenant to and pass with the title to every Lot, subject to the following:

(a) All provisions of this Declaration, the Official Plan, the Articles of Incorporation and Bylaws of the Association;

(b) The reasonable rules and policies adopted by the Association, as set forth below;

(c) Restrictions contained on any and all plats of all or any part of the Properties, including the Official Plan, whether filed separately with respect to all or any part or parts of the Property;

(d) Servitudes and easements for installation and

maintenance of the Lake by the Association or RSL, of utilities and drainage facilities as shown on the Official Plan;

(e) Servitude hereby reserved to RSL, its successors and assigns of the right to use and enjoy the same non-exclusive servitude, for the benefit of additional lands owned and to be owned by RSL located in Sections 39, 40, and 41, in East Baton Rouge Parish, Louisiana, and any other property adjacent or contiguous to the Property. Such servitude shall include the exclusive right to construct piers, walks, and docks along the shoreline and over the Lake.

(f) Servitude and easements hereby reserved to RSL, its successors and assigns for installation and maintenance of cable television or television receiving and/or broadcast facilities within all utilities and drainage servitudes and easements as shown on the Official Plan.

6.2 LAKE USAGE. The Lake shall be available for swimming, boating and fishing by all Members of the Association, subject to reasonable rules and regulations which may be adopted by the Association. The reasonableness of such rules and regulations shall take into consideration the privacy of Owners of Lake Lots, utilization by all residents of the Subdivision who are willing to pay their fair share of the cost of maintaining and preserving the Lake, as well as other reasonable considerations. The Lake shall not be used by craft powered by internal combustion engines and the Association shall not have the power to permit such use. Fishing in the Lake shall be regulated by and subject to control by the Association. No structure shall be erected in or over the Lake, except such as may be necessary to preserve and maintain the Lake, except for piers, walks and docks constructed by RSL, and the Association shall have no power to alter this limitation. Owners of Lake Lots shall maintain their respective Lots and the shoreline down to the water line unless other provisions are made by the Association.

6.3 MAINTENANCE OF LAKE BULKHEAD. The Owners of Lake Lots shall pay the costs and expenses of repairing, maintaining and replacing that portion of the bulkhead surrounding Azalea Lake which abuts their respective Lake Lot. Such repairs, maintenance and replacement shall be in accordance with the standards and specifications established by the Association. In the event an Owner fails to satisfy this obligation, the Association may in its discretion perform such obligations on behalf of such Owner and charge such Owner the costs and expenses of performing such obligation.

6.4 DRAINAGE SERVITUDE. The Lake shall be subject to a drainage servitude through the Lake as required by the Department of Public Works of East Baton Rouge Parish, Louisiana. Unless conveyed to a public authority, the Lake shall be privately owned, the rights of the public being limited to a use as a servitude for drainage or as separately dedicated by instrument filed of record in East Baton Rouge Parish, Louisiana.

6.5 UTILITIES SERVITUDES. Servitudes for installation and maintenance of utilities and drainage facilities as shown on the Official Plan are reserved and dedicated. Within these servitudes, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the servitudes. The servitude areas shown on each Lot and all improvements thereon shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible. No dwelling unit or other

structure of any kind shall be built or erected or maintained on any such servitude, reservation, or right of way, and such servitudes, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to RSL, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such servitudes, reservations and rights of way are reserved.

6.6 SEWAGE TREATMENT FACILITY SERVITUDE. Tract "X" is hereby dedicated to the Parish of East Baton Rouge for the operation and maintenance of a sewage treatment facility, subject, however, to the reservation to RSL of all capacity for treatment of sewage in excess of that necessary to provide adequate sewage treatment for the Properties. RSL expressly reserves unto itself, its heirs and assigns, all such excess capacity.

6.7 MAINTENANCE OF FENCE. RSL has proposed to erect a fence on a portion of the properties adjacent to Jefferson Highway. In the event such fence is erected, the Association shall maintain and repair the fence.

7. AZALEA LAKES SUBDIVISION ASSOCIATION, INC.

7.1 AZALEA LAKES SUBDIVISION ASSOCIATION, INC. The articles of incorporation of Azalea Lakes Subdivision Association, Inc., a non-profit corporation organized under the laws of the State of Louisiana, herein referred to as the Corporation, recorded as Original 24, Bundle 9931, in the Official Records of East Baton Rouge Parish, Louisiana, are incorporated into these covenants by reference. The Association was formed for the purpose of owning, preserving, managing, maintaining and regulating the Lake and other common areas of the Properties for the use of its Members.

7.2 MEMBERSHIP AND VOTING RIGHTS. Membership is on a non-stock basis. There shall be four classes of membership: Class A membership, Class B membership, Class C membership and Class D membership.

(a) Class A membership is compulsory for all Owners of Lake Lots, except RSL. Each Owner of a Lake Lot, except RSL, shall automatically be a Class A Member of the Lake Association and be entitled to three (3) votes for each Lake Lot owned. All votes in reference to each Lake Lot must be cast as a unit.

(b) Class B membership is compulsory for all Owners of Lots which are not Lake Lots, except RSL. Each Class B Member is entitled to one (1) vote for each Lot owned.

(c) Class C membership shall be held by RSL, who shall be entitled to ten (10) votes for every Lake Lot owned by it and shall be entitled to three (3) votes for every other Lot owned by it. Class C membership shall cease and be converted to Class A membership when the total votes outstanding in Class A and Class B equal the total votes outstanding in Class C, or on December 31, 1996, whichever is sooner. If at any time RSL is liquidated, merges or conveys all or a majority of the Lots then owned by it to any other person, firm, corporation or other legal entity, or if its Lots are acquired by foreclosure, dation en paiement, or by any other method in partial or full satisfaction of any encumbrance or encumbrances on such Lots, the successor in title to RSL shall become the Class C Member of the Association.

(d) Class D membership shall be held by the Owner of Tract "W" and Tract "Y", as shown on the Official Plan, or any portion thereof, as long as any portion of Tract "W" or Tract "Y" adjoins or borders the Lake and such portion has not been restricted to single family residential use. Membership of this lot is not compulsory. The Class D owner shall be entitled to one vote for each one foot (1') of Tract "W" or Tract "Y" abutting Azalea Lake, all of which must be cast as a unit.

(e) Interest in a Lot as security for performance of an obligation shall not entitle the person or entity holding such interest to membership. Members shall not have preemptive rights. A mortgage holder who subsequently becomes an Owner of a Lot by mortgage foreclosure or by conveyance in lieu of foreclosure shall not be a Member as long as such Lot is unoccupied. No Member shall be entitled to vote who is delinquent in his financial obligations to the Lake Association at the time the vote is called for. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each owner consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of additional property or properties to the terms of this Declaration as provided herein.

7.3 BOARD OF DIRECTORS: SELECTION; TERMS OF OFFICE. The affairs of the Association shall be managed by a board of not less than three (3) nor more than nine (9) directors. After 1996, at least one-half (1/2) of the members of the board of directors must be Class A Members. The initial board of directors shall consist of three (3) directors who shall hold office until the election of their successors at the first annual meeting of the Members to be held January 15, 1988.

7.4 OFFICERS AND DIRECTORS. The officers and directors of the Association shall be as specified in the Articles of Incorporation and By-laws, and shall include a President, Secretary, Treasurer, and, if elected by the Board, one or more vice-presidents. All officers and directors shall be elected annually.

7.5 ASSESSMENTS AND LEVIES.

(a) Purpose of Assessments and Levies. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Properties, as may be more specifically authorized from time to time by the Board of Directors of the Association.

(b) Lien, Mortgage and Personal Obligations for Assessments and Levies. By act of taking title to any Lot, such person or entity taking title shall be deemed to covenant and agree to pay to the Association (a) annual assessments or charges, and (b) special assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, whether such person or entity obtained title to such Lot or Lots or became a Member. Furthermore, each Member and spouse of a Member shall be deemed to have automatically waived the homestead exemption from seizure provided by Louisiana law insofar as levies and assessments permitted by these covenants are concerned. In addition, such assessments or levies which may be made pursuant to these covenants shall constitute a charge and continuing lien and mortgage on each Lot to the extent now or hereafter permitted by law in the amount of such assessments or levies pertaining to such lot including legal interest thereon from the date due and reasonable attorney's fees. Each assessment or levy made against any lot pursuant to these covenants shall also

be the personal obligation of any Member or any person or entity who was the Owner of such Lot at the time the assessment fell due.

(c) Duties of the Board of Directors. The board of directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Member for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the assessments which shall be kept in the office of any Member. Written notice of the assessments shall thereupon be sent to every Member subject thereto. The Association shall upon demand at any time furnish to any Member liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certification shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(d) Annual Operating Budget and Assessment. It shall be the duty of the board of directors at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. The board shall cause the budget and the assessments to be levied against each Member, except for the Class C Member and the Class D Member, for the following year to be delivered to each Member at least twenty-one (21) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total membership. However, in the event that the membership disapproves the proposed budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

(e) Special Assessments. If the assessment set forth above proves inadequate for any year, the board may at any time levy a special assessment against all Members, except the Class C Member and the Class D Member; provided such assessment, together with the assessment for such year does not exceed the sums set forth in paragraph 7.5(d) above. Prior to becoming effective, however, any special assessment shall be approved by the affirmative vote of two-thirds (2/3) of those present, in person or by proxy, at a special or annual meeting of the Members, notice of which shall specify that purpose.

(f) Capital Budget and Assessments. The board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. Such capital assessment shall require the assent of two-thirds (2/3) of the voting power of the Association who are voting in person or by proxy at a meeting duly called for that purpose after written notice sent to all the Members at least thirty (30) days in advance with the purpose of the meeting set forth in the notice. All such assessments will be levied equally per Member per Lot within each class. Assessments for each Class A Member per Lot must be at least one and one-half (1-1/2) times as great as assessments for each Class B Member per Lot.

(g) Covenant Concerning Alienation. Any person or entity conveying a Lot shall include in the recorded document of conveyance appropriate language informing the vendee or person acquiring title of these covenants and obligating such vendee or person acquiring title to pay such assessments as may be levied

by the Association. Failure to include such language in the recorded document of conveyance shall not affect the validity of the conveyance.

(h) Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the date fixed by the board of directors of the Association to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the date fixed for commencement. The assessments for any year after the first year shall become due and payable on the first day of March each year. The due date of any special assessment or capital assessment under paragraph 7.5(e) and 7.5(f) hereof, shall be fixed in the resolution authorizing such assessments.

(i) Subordination to Mortgages. The lien, privilege, charge and mortgage resulting from the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure and to assessments which become due on a Lot during the period of ownership by a prior mortgage holder as long as such Lot remains unoccupied. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

(j) Property Exempt from Assessments and Levies. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

1. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

2. All properties owned by RSL or by the Association;

3. All properties exempted from ad valorem taxation by the laws of the State of Louisiana (except for the homestead exemption) upon the terms and to the extent of such legal exemption.

4. All lots owned by the holder of a prior mortgage on that Lot who becomes the Owner by mortgage foreclosure and conveyance in lieu of foreclosure, but only so long as such Lot is not occupied. Notwithstanding any provisions herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

7.6 QUORUM FOR ANY ACTION. The quorum required for any action authorized by the Association shall be as follows: At a meeting the presence at the meeting of Members, or of proxies, entitled to cast fifty (50%) percent of all the votes of each class of membership shall constitute a quorum. If a meeting can not be organized for lack of a quorum, subsequent meetings may be called, subject to any notice requirements set forth herein or in the articles of incorporation. The required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.7 DISSOLUTION. The Association may be dissolved only with the assent given in writing and signed by the Members entitled to cast two-thirds (2/3) of each class of its

membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets shall be mailed to every Member at least ninety (90) days in advance of any action taken.

7.8 DISPOSITION OF ASSETS ON DISSOLUTION. Upon dissolution of the Association, the assets, both real and personal, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, trust, association or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any Member vested in him or her under the recorded declarations, covenants and deeds applicable to the Properties unless made in accordance with the provisions of such declarations, covenants and deeds.

8. AMENDMENT OF DECLARATION

These restrictions and covenants may be amended by recordation of an instrument or counterparts signed by Owners representing at least sixty (60%) percent of the Lots at a meeting allowing at least thirty (30) days prior written notice to all such Owners stating the purpose of the meeting.

9. DURATION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) 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 an instrument signed by a majority of the then Owners of the Lots will have been recorded agreeing to change said covenants in whole or in part.

10. NOTICES

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. The date of any such notice shall be deemed to be the date of deposit of such notice with the United States Postal Service.

11. ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and 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 to do so thereafter.

12. SEVERABILITY

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

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year first above written, in the presence of the undersigned witnesses and Notary Public after due reading of the whole.

WITNESSES:

RSL LAND COMPANY

W. J. Wood

By: *William A. Fogleman*
William A. Fogleman

Valerie Langed

Paul M. Fogleman
Notary Public

CERTIFICATE OF ADOPTION OF RESOLUTION
OF RSL LAND COMPANY

RESOLVED, that this corporation establish restrictions and protective covenants affecting the property described below upon such terms and conditions as William A. Fogleman, Vice President, may in his sole discretion determine.

RESOLVED, that William A. Fogleman, Vice President, be and he is hereby authorized and directed, for and on behalf of this corporation, to prepare, execute and deliver a Declaration of Restrictions and Protective Covenants and such other certificates and documents necessary or appropriate to carry out the purposes of this resolution, containing such terms and conditions and in such form as the Vice President may in his sole discretion determine.

RESOLVED, that the property affected by these resolutions is described as follows:

Three certain tracts or parcels of land, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Sections 39 and 40, Township 8 South, Range 2 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, designated as Tract X, Lots 1 through 116 in Azalea Lakes Subdivision First Filing, Part One, and the Tract designated as Azalea Lake, on a map entitled "Final Plat of Azalea Lakes, Being the Subdivision of a Portion Tr. A-1-A of a resubdivision of Tr. A-1 of the Dr. Edwin J. Herpich Tract and Lot A-3 of the A. E. Heard Property. Located in Sections 39 and 40, T-8-S, R-2-E, G.L.D. of La., East Baton Rouge Parish, Louisiana for RSL Land Company" made by Breaux & Associates, Inc., dated April 22, 1987, and on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana, as Original 12, Bundle 9918, and Original 13, Bundle 9918, revised April 30, 1987, recorded at Original 71, Bundle 9919.

CERTIFICATE

I, Secretary of RSL Land Company, do hereby certify that a duly convened meeting of the Board of Directors of RSL Land Company was held on the 8th day of June, 1987, at the offices of

the corporation, at which meeting a quorum was present and acting throughout, and that the foregoing resolutions were adopted and that such resolutions are still in full force and effect and have not been replaced.

In witness whereof, I hereunto set my hand this 8th day of June, 1987.

Michael J. Hunter
Secretary

202 9937

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EXTRAS BK _____ FOL _____

EXTRAS BK _____ FOL _____

Wm. J. ...
CLERK

DEPT. OF ...

68-510850

BY _____
DEPUTY CLERK
HHS
CLEARING HOUSE