

→
FILED AND RECORDED
2017 APR 11 10:58 AM
CLERK OF COURT AND RECORDER

Whitley Francis

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
STUMBERG VILLAS, A SMALL PLANNED UNIT
DEVELOPMENT (S.P.U.D.), FIRST AND SECOND FILINGS
AND
DEDICATION AND TRANSFER OF COMMON PROPERTIES**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on the dates indicated below, before us, the undersigned authorities, and in the presence of the undersigned competent witnesses, personally came and appeared:

STUMBERG VILLAS, L.L.C. (the "**Developer**"), a limited liability company duly organized and validly existing under the laws of the State of Louisiana, having its registered office in the Parish of East Baton Rouge and a current mailing address of 8383 Old Hammond Highway, Baton Rouge, Louisiana 70809; represented herein by its Members, Edward Earl Stafford, Jr. and Sarepta Homes, Inc., appearing through its Agent, David M. Ferrell, duly authorized by Certificate of Authority on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana

And

STAFFORD CUSTOM HOMES, INC. ("**Intervenor**"), a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, Louisiana, having a current mailing address of 6074 Stumberg Lane, Baton Rouge, Louisiana 70816; represented herein by Edward Earl Stafford, Jr., its Secretary, duly authorized by resolution of the Board of Directors, on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana;

And

SAREPTA HOMES, INC. ("**Intervenor**"), a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, Louisiana, having a current mailing address of 8383 Old Hammond Highway, Baton Rouge, Louisiana 70806; represented herein by David M. Ferrell, duly authorized by resolution of the Board of Directors, on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana;

And

KFD, INC. ("**Intervenor**"), a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, Louisiana, having a current mailing address of 6161 Overton Street, Baton Rouge, Louisiana 70808; represented herein by David M. Ferrell, its Agent, duly authorized by resolution of the Board of Directors, on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana;

And

CoSIM, LLC (“**Intervenor**”), a limited liability company duly organized and validly existing under the laws of the State of Louisiana, having its registered office in the Parish of East Baton Rouge and a current mailing address of 10233 Springpark Avenue, Baton Rouge, Louisiana 70810; represented herein by its Sole Member, Cody Simon, duly authorized by Certificate of Authority on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana

And

CLEGG BUILDERS, LLC (“**Intervenor**”), a limited liability company duly organized and validly existing under the laws of the State of Louisiana, having its registered office in the Parish of East Baton Rouge and a current mailing address of 6434 Highland Road, Baton Rouge, Louisiana 70808; represented herein by its Manager, Robert Clegg, duly authorized by Certificate of Authority on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana

And

STUMBERG VILLAS HOMEOWNERS ASSOCIATION, INC. (the “**Association**”), a non-profit corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, Louisiana, having a current mailing address of 6074 Stumberg Lane, Baton Rouge, Louisiana 70816 represented herein by its President, Edward Earl Stafford, Jr., duly authorized by Certificate of Authority on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana

who did depose and say that the Developer and the Intervenor are all the owners of a certain parcel of property comprising STUMBERG VILLAS, in East Baton Rouge Parish, Louisiana (the “**Property**”) containing (a) those parcels of land designated as Lots 1-8 & CA-1 and Tracts 2A-1 & 2B-1 of the Milton G. Harelson Subdivision, as shown on a map entitled “FINAL PLAT OF STUMBERG VILLAS, A SMALL PLANNED UNIT DEVELOPMENT (S.P.U.D.) FIRST FILING (LOTS 1-8 & CA-1) AND TRACTS 2A-1 & 2B-1 OF THE MILTON G. HARELSON SUBDIVISION BEING THE SUBDIVISION OF TRACT 2A AND 2B OF THE MILTON G. HARELSON SUBDIVISION LOCATED IN SECTION 53, T-7-S, R-2-E, GREENSBURG LAND DISTRICT OF LOUISIANA, PARISH OF EAST BATON ROUGE, LOUISIANA “ prepared by Sigma Consulting Group, Inc., on file and of record in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana (the “**official first filing plat**”) and (b) those parcels of land designated as Lots 9-34, CA-2 and CA-3, as shown on a map entitled “REVISED FINAL PLAT OF STUMBERG VILLAS, A SMALL PLANNED UNIT DEVELOPMENT (S.P.U.D.) SECOND FILING (LOTS 9-34, CA-2, & CA-3) BEING THE SUBDIVISION OF TRACTS 2A-1 & 2B-1 OF THE MILTON G. HARELSON SUBDIVISION LOCATED IN SECTION 53, T-7-S, R-2-E, GREENSBURG LAND DISTRICT OF LOUISIANA, PARISH OF EAST BATON ROUGE, LOUISIANA “ prepared by Sigma Consulting Group, Inc., on file and of record in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana (the “**official second filing plat**”). The official first filing plat and the official second filing plat are sometimes referred to herein as collectively “**the official final plats**”. By this act (“**these Restrictions**”), the Developer and the Intervenor impose upon the Property the obligations, covenants, restrictions, servitudes and conditions, hereinafter set forth:

ARTICLE I DEFINITIONS

Section 1.1 *Assessment.* The term “**Assessment**” as used in these Restrictions shall mean and include each and every obligation to pay money to the Association created by or pursuant to these Restrictions.

Section 1.2 *Association.* The term “**Association**” as used in these Restrictions shall mean and refer to STUMBERG VILLAS HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation formed by the Developer to perform the duties delegated to the Association under these Restrictions.

Section 1.3 *Common Properties.* The term “**Common Properties**” as used in these Restrictions shall mean and refer to (a) Tract CA-1, CA-2 and CA-3, as shown on the official final plats, (b) all entrance treatments and improvements, (c) all street signs located on the Property; and (d) all recreational facilities and areas and any others on or within the Property which are designated by the Developer as Common Properties from time to time.

Section 1.4 *Home.* The term “**Home**” as used in these Restrictions shall mean and refer to (a) a Lot on which a residence has (at any time) been built and occupied as a residence, or (b) a Lot which has been sold by the Developer and on which a residence has not been built and occupied as a residence within one (1) year of the date the Lot was sold by the Developer. In the event the Owner of a Home owns one or more Lots contiguous to the Lot on which the residence is located, then each such Lot contiguous to the Home (and each such additional Lot contiguous thereto) shall be a Home under these Restrictions.

Section 1.5 *Lot.* The term “**Lot**” as used in these Restrictions shall mean and refer to any portion of the Property designated as a numbered plot of land on the official final plat.

Section 1.6 *Owner.* The term “**Owner**” as used in these Restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Developer. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an “Owner” until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

Section 1.7 *Private Streets.* The term “**Private Street**” means the hard surfaced roadways designated as “30’ PSA (*N. Stumberg Villas Court, Villas Way, and Grand Villa Court*), as shown on the official final plats providing access to Lots as shown on the final plats, and maintained by the Association.

Section 1.8 *Other Defined Terms.* There may be other terms defined in these Restrictions and those terms will have the meaning set forth in these Restrictions.

ARTICLE II PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS

Section 2.1 *Purpose.* The purpose of these Restrictions is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The Property is hereby subjected to the obligations, covenants, restrictions, servitudes and conditions herein set forth, including without limitation the assessment, fine and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot; to protect Owners against such improper use of surrounding Lots as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and secure the erection of attractive residences thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain building site locations and setbacks; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and purchasers of Lots.

Section 2.2 *Nature and Extent.* All obligations, covenants, restrictions, servitudes and conditions of these Restrictions, including, without limitation, the assessment, fine, and penalty provisions, are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner. The obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition of these Restrictions, including, without limitation, the obligation to pay all Assessments (including fines and penalties), shall be also the personal obligation of the Owner of a Lot in favor of the Association and Owners of other Lots. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens, and charges hereinafter set out, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these Restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions of these Restrictions are couched in general terms, including, without

limitation, those dealing with approval by the Association of proposed plans for improvements on particular Lots. The criteria for approval by the Association is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot, by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these Restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these Restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

ARTICLE III HOMEOWNERS ASSOCIATION

Section 3.1 *Formation and Purpose.* For the efficient preservation of the values and amenities in the Property, the Developer does hereby delegate and assign to the Association the powers of administering and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these Restrictions, and collecting and disbursing Assessments. The membership, voting rights, powers and duties of the Association shall be as more fully set forth in the Articles of Incorporation of the Association and in the by-laws of the Association, which Articles of Incorporation and by-laws, as they may from time to time be amended, shall be deemed to be a part hereof by reference thereto. The Association appears herein through its duly authorized officer, and does hereby accept the rights, powers, obligations and duties herein set forth for the Association.

Section 3.2 *Membership.* Every Owner, including the Developer, shall be a member of the Association. Membership or the rights and benefits of membership in the Association may not be transferred, assigned, conveyed or otherwise alienated in any manner separately and apart from the ownership of a Lot.

Section 3.3 *Voting Rights.* The Association shall only have one class of membership. Owners shall be entitled to one vote for each Lot in which they hold the interest required to be an Owner. When more than one person is the Owner of a Lot all such persons shall be members of the Association and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. An Owner, including the Developer, owning more than one Lot shall be entitled to one vote for each Lot owned.

Section 3.4 *Rules and Regulations.* Subject to the terms and conditions of these Restrictions and subject to the written approval of the Developer as long as the Developer owns any Lot, the Association may, from time to time, adopt, amend, repeal and enforce reasonable rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of these Restrictions, including, without limitation, rules and regulations regarding (a) the operation of the Association, (b) the use and enjoyment of Common Properties, (c) the use of Lots, (d) restrictions for access, ingress and egress of Owners and invitees to, from and between Lots and public rights of way and/or servitudes of passage, (e) traffic regulations, (f) construction regulations, and (g) regulation of the use of environmentally hazardous materials, such as application of fertilizers, pesticides, and other chemicals. Rules and regulations adopted by the Association shall be binding upon Owners, their families, tenants, guests, invitees, employees, and agents. Rules and regulations adopted by the Association must be reasonably and uniformly applied. In the event of any conflict between rules and regulations and these Restrictions, these Restrictions shall prevail.

Section 3.5 *Plan of Development -- Initial Construction.* The Developer does hereby delegate to the Association the authority to carry out initially the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots.

(a) *Duties.* The Association shall review all design and construction plans for the initial construction of Homes on Lots. Until a Home is completed on a Lot, no work of any type on that Lot, including any grading or clearing (other than weed or trash removal), may be undertaken without prior approval by the Association.

(b) Corrective Measures. In the event any Owner fails to correct any violation of these Restrictions within fifteen (15) days after receipt of written demand from the Association, the Association may cause the required corrective measures to be taken. The Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred in connection therewith shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 3.6 *Land Use Regulation Waivers.* The Association must approve all requests for waivers of applicable land use regulations submitted to appropriate governmental agencies. Waivers granted by the Association must also be approved by the appropriate governmental agencies.

Section 3.7 *Professionals and Advisers.* The Association may retain the services of such professionals and advisers as the members of the Board of Directors of the Association determine appropriate.

Section 3.8 *Scope and Standards of Review.* The Association shall review the submitted information to determine design and construction issues with sensitivity to the stated purpose of these Restrictions. The Association shall have the right to approve or disapprove any plans and specifications submitted to the Association in its sole and uncontrolled discretion. Approval or disapproval may be based upon any grounds, including purely aesthetic considerations, which shall be deemed sufficient.

Section 3.9 *Time for Review.* The Association shall issue its written approval or disapproval of plans or proposals submitted to it anytime within thirty (30) days after submission. Submission shall not be considered to have accrued until all information reasonably requested by the Association shall have been furnished by the Owner or a representative of the Owner. Failure of the Association to either approve or disapprove properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof.

Section 3.10 *Limited Effect of Approval.* Approval by the Association of submitted plans and specifications has no effect other than to satisfy the requirement of Section 7.5 of these Restrictions that approval must be obtained prior to the commencement of construction. Approval of submitted plans and specifications does not (a) establish that construction completed in accordance with the submitted plans will not violate any of the other protective covenants set forth in ARTICLE VII of these Restrictions or any other provision of these Restrictions, (b) constitute approval of any variance of any protective covenant which the Association is authorized to allow in accordance with the terms of these Restrictions, unless expressly stated by the Association in writing, or (c) establish that construction completed in accordance with the submitted plans will conform to any applicable laws, ordinances, rules, and regulations.

Section 3.11 *Duration of Approval.* Construction pursuant to approved plans must commence within one (1) year after the plans are approved or deemed approved by the Association unless such approval is expressly effective for any such longer period of time as the Association may designate. In the event construction is not commenced within this 1-year (or longer) period, the Owner must resubmit plans and specifications for approval unless the Association waives resubmission.

Section 3.12 *Arbitration.* In the event of a dispute between an Owner of a Lot and the Association concerning whether the Owner's proposed construction, repair, or remodeling should be approved under these Restrictions or the laws of Louisiana, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent modified herein, and judgment upon the award or enforcing the decisions rendered by the arbitrators may be entered in any Court having jurisdiction to render such a judgment. Upon the disapproval by the Association of any properly submitted plans or proposal, the Owner shall have ten (10) days to demand arbitration or the decision of the Association will be final. If the Owner timely demands arbitration, he or she shall name and appoint one member of the arbitration panel within ten (10) days of receipt of demand to appoint. Upon failure of the Owner to appoint an arbitrator, the right to arbitrate shall be deemed waived and the decision of the Association will be final. The Association shall name and appoint one member of the arbitration panel within ten (10) days of receipt of notice of the Owner's arbitrator appointment. Upon failure of the Association to timely appoint an arbitrator, the Owner shall request the President of the Capitol Region Builders Association to appoint an

arbitrator for the Association. The two arbitrators chosen shall, within ten (10) days of the last of their appointments, choose a third arbitrator who shall be a licensed real estate broker. Upon failure of the two chosen arbitrators to choose a real estate broker as the third arbitrator, either party may call upon the President of the Capitol Region Builders Association to appoint a third arbitrator who shall be a licensed real estate broker. If for any reason the parties are unable to follow the above procedure, one or more of the members of an arbitration panel shall be chosen in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitrators shall be entitled to a reasonable fee for time of service and associated expenses and such fees, expenses, and other costs are to be paid by the Owner demanding arbitration.

Section 3.13 *Indemnification*. Each officer of the Association shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees reasonably incurred by, or imposed on, such officer or member of the Association in connection with any dispute or proceeding to which the Association or any such officer or member of the Association may be a party, or in which any officer or member of the Association may become involved by reason of his or her being or having been an officer or member of the Association at the time such expenses are incurred, unless the officer or member of the Association is adjudged guilty of willful malfeasance or misfeasance in the performance of his or her duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the Association's and the Association's best interest. The above described right of indemnification shall not be exclusive of all other rights to which any officer or member of the Association may be entitled, but shall be in addition to such other rights. The indemnification of the Association provided herein is limited to the assets of the Association and no person or entity, solely by reason of membership in the Association shall have any liability pursuant to this Section.

ARTICLE IV COMMON PROPERTIES

Section 4.1 *Dedication and Transfer of Title*. In consideration for the acceptance of the duties and obligations of the Association, which the Association does hereby accept by execution of these Restrictions, the Developer does hereby transfer, convey and deliver all Common Properties to the Association, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Developer may have, to have and to hold the Common Properties in full ownership forever, subject to the servitudes established, created or reserved in these Restrictions; provided, however, that the Developer specifically reserves all mineral rights, but no drilling or other mineral operations shall be conducted on the surface of the Common Properties.

Section 4.2 *Owner's Servitudes of Enjoyment*. Every Owner shall have a right and servitude of enjoyment in and to the Common Properties owned now, or in the future, by the Association and such servitude shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (a) the right of the Association, in accordance with the Articles of Incorporation and by-laws of the Association, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage the Common Properties or any portion thereof. In the event of a default under any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Owners, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored;
- (b) the right of the Association to publish and enforce rules governing the use of the Common Properties;
- (c) the right of the Association, as provided by its Articles of Incorporation and by-laws, to suspend the enjoyment of any Owner for any period during which any Assessment remains unpaid;
- (d) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties from and against foreclosure;

(e) the right of the Association to set and charge reasonable admission and other fees for the use of the Common Properties; and

(f) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided that no such dedication or transfer, determination as to purposes or as to conditions thereof, shall be effective unless an instrument signed by the Association has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 4.3 *Use of Common Properties.* The Common Properties are private property dedicated to the use of the Owners, their families and guests. The discharge of firearms and fireworks is prohibited on the Common Properties. Common Properties may not be used as a dumping place for grass clippings, limbs, and other refuse.

Section 4.4 *Maintenance of Common Properties* Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the

Common Properties, which responsibility shall include the general maintenance and repair of (a) all roadways, walks, trails, landscaped areas, and other improvements situated within the Common Properties or within servitudes encumbering Lots, (b) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Properties and which are not maintained by the public authority, public service district, public or private utility, or other person, and (c) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Properties. The Common Properties maintenance and repair obligations of the Association shall not extend beyond general maintenance and repairs. The Association shall not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other person, (ii) resulting from any rain or other surface water which may leak or flow from any portion of the Common Properties, (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility becoming out of repair, or (iv) caused by flooding. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Properties or any other portion of the Property. No diminution or abatement of any assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under these Restrictions, or for inconvenience or discomfort arising from the making of improvements or repairs by the Association or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the party of each Owner.

Section 4.5 *Disclaimer and Release of Liability.* EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF TITLE TO A LOT, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY SUCH LOT, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE THE DEVELOPER, THE ASSOCIATION, EACH OWNER, EACH FORMER OWNER OF A LOT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH, AS A RESULT OF ANY ENTRY ONTO ANY OF THE COMMON PROPERTIES BY ANY OWNER, OCCUPANT, MORTGAGEE OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FURTHERMORE, EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, DOES HEREBY ACKNOWLEDGE AND AGREE THAT (a) NEITHER THE DEVELOPER, THE ASSOCIATION, ANY OWNER, ANY FORMER

OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE COMMON PROPERTIES (b) THE USE OF ANY OF THE COMMON PROPERTIES BY ANY OWNER OR OCCUPANT OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE COMMON PROPERTIES.

**ARTICLE V
SERVITUDES**

Section 5.1 *General Servitudes for the Developer.* During the period that the Developer owns any Lot, the Developer shall have an alienable and transferable real right and servitude on, over, through, under, and across the Common Properties for the purpose of constructing improvements on and to Lots and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Properties) as are contemplated by these Restrictions or as the Developer desires, in its sole discretion, including, without limitation, any improvements or changes permitted, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall the Developer have the obligation to do any of the foregoing. In addition to the other rights and servitudes set forth herein and regardless of whether the Developer at that time retains ownership of a Lot, the Developer shall have an alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Properties and improvements thereon for such purposes as the Developer deems appropriate, provided that the Developer shall not exercise such right so as to unreasonably interfere with the right of Owners to use the Common Properties.

Section 5.2 *General Servitudes for the Association.* There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot in the performance of their respective duties. Except in the event of emergencies, this servitude is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant, of the Lot directly affected thereby.

Section 5.3 *General Maintenance Servitude.* There is hereby reserved for the benefit of the Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot for the purpose of (a) compliance with any maintenance obligation imposed on the Association pursuant to these Restrictions, and (b) moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such servitudes shall not impose any duty or obligation upon the Developer or the Association to perform any such actions.

Section 5.4 *Association Landscape and Fence Servitude.* The Developer establishes and creates servitudes for landscaping and fences upon, over, and across those areas of land designated as landscape and fence servitudes on the official final plat. The Association shall have the obligation to maintain the landscaping (including any irrigation system) and fence, if any, within these landscape and fence servitude areas. The Owner of a Lot subject to a landscape servitude shall not have the right to disturb any of the vegetation within the landscape servitude without the prior written consent of the Association.

Section 5.5 *Private Streets.* The Developer establishes and creates a servitude of passage affecting the land designated as "30' PSA (N. Stumberg Villas Court, Villas Way, and Grand Villa Court), as shown on the official final plats providing access to Lots as shown on the final plats, and maintained by the Association in favor of all Lots, for the location and maintenance of roadways and signage. The Association may adopt guidelines governing the vehicular and pedestrian use of the Private Streets located thereon. Subject to the obligation of the Owners of the Lots to approve and pay Assessments for the maintenance and improvement of these private roads, the Association shall maintain and keep the Private Roads in good repair. East Baton Rouge Parish shall not have any obligation to maintain any of the Private Streets.

Section 5.6 *Drainage Servitudes.* The areas designated as subject to drainage servitudes on the official final plat are dedicated to the Association for the use of drainage and other proper purposes approved by the Association. No trees, shrubs or other plants may be planted, nor shall any building, fence, structure or other improvements be constructed or installed within or over any drainage servitude area so as to prevent or unnecessarily interfere any purpose for which the drainage servitude is established or created.

Section 5.7 *Servitudes for Utilities and Public Services.* There is hereby reserved for the benefit of the Developer, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude, as well as the power to grant and accept servitudes to and from East Baton Rouge Parish, Louisiana, or any other public authority, or agency, public service district, public or private utility, or other person, upon, over, under, and across all of the Common Properties for the purpose of installing, replacing, repairing, maintaining, and using utilities, including, without limitation, master television antenna and/or cable systems, security and similar systems, drainage systems, electrical, gas, telephone, water, and sewer lines. Such servitudes may be granted or accepted by the Developer, its successors or assigns, or by the Association, provided, however, that for so long as Developer owns any Lot, the Association must obtain the written consent of the Developer prior to granting and accepting any such servitudes. To the extent possible, all utility lines and facilities serving the Property and located therein shall be located underground. By virtue of any such servitude and facilities, it shall be expressly permissible for the providing utility company or other supplier or services (a) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities, (b) to cut and remove any trees, bushes, shrubbery or fences, (c) to grade, excavate, or fill, or (d) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

Section 5.8 *Servitudes for Electrical Service.* Each Owner shall furnish a servitude for electrical service from the source of electrical service supply to the meter location for receipt of electrical service on the Lot.

Section 5.9 *Servitudes for Law Enforcement, Fire Protection, and other Emergency Vehicles.* The Developer hereby established and creates a servitude over the Common Properties and the Private Streets to East Baton Rouge Parish and such other governmental authority or agency as shall from time to time have jurisdiction over the Property with respect to law enforcement, fire protection, and other emergency vehicles the perpetual, nonexclusive right and servitude upon, over and across all of the Common Properties and the Private Streets, for purposes of performing such duties and activities related to law enforcement, fire protection and other emergency services on the Property as shall be required or appropriate from time to time by such governmental authorities under applicable law.

Section 5.10 *License for Service Vehicles.* Subject to rules and regulations adopted by the Association, the Owners and the Association will allow services vehicles and personnel to use the Private Streets for access to the Property to deliver such public and private services as is determined appropriate by the Association, including, without limitation, school bus routes, waste disposal, postal service and utility maintenance.

ARTICLE VI ASSESSMENTS

Section 6.1 *Creation of Assessment Obligations.* Each Owner of a Lot, by recordation of an act transferring title of said Lot to said Owner, whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association: (a) Annual Assessments (as defined below), (b) other assessments levied in accordance with the terms of these Restrictions, and (c) fines, penalties and other amounts that become due and owing to the Association under the terms of these Restrictions. Assessments shall include interest and costs of collection thereof as provided in these Restrictions. The obligation to pay each Assessment (including interest and costs of collection) shall be both a real obligation associated with each Lot and also a personal obligation of the Owner of each Lot at the time when the Assessment became due.

Section 6.2 *Purpose of Assessment.* Any proceeds from Assessments shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and any other property whose restrictions are administered and enforced by the Association and to provide services and facilities devoted to

such purposes. Assessment proceeds shall be used by the Association in any way connected with the fulfillment of the purposes set forth above.

Section 6.3 Initial and Annual Assessments. Upon a Lot being transferred from the Developer or any Intervenor, the Owner of each such Lot shall pay to the Association an Initial Assessment of \$300.00 (the "Initial Assessment"). In addition to the Initial Assessment, each Lot being deemed a Home shall also pay an Annual Assessment (the "Annual Assessment"). Until the calendar year beginning 2017, the Annual Assessment for the Owner of each Lot shall be \$350.00 per Lot. For the calendar year beginning 2017 and the calendar years thereafter, the Annual Assessment may be increased or decreased at a uniform rate by a vote of the Owners, as hereinafter provided. Any change shall fix the Annual Assessment amount for following calendar year until again changed.

Initial 10,200
Ann. 11,900

Section 6.4 Special Assessments. In addition to other Assessments authorized by these Restrictions, the Association may levy in any calendar year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto or for the fulfillment of any other obligation incurred by the Association. Any such special assessment shall have the approval of two-thirds (2/3) of the votes of the members of the Association (by Lot) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members of the Association at least thirty (30) days in advance and shall set forth the purpose of the meeting.

$34 \times 67\% = 23$

Section 6.5 Change in Annual Assessments. Beginning January 1, 2017, and each calendar year thereafter, the Association may change the amount of the Annual Assessment. Unless otherwise specified by the Association, any change shall become effective sixty (60) days after approval and for all calendar years thereafter until changed again. Any change in the amount of the Annual Assessment shall have the approval of two-thirds (2/3) of the votes of the Owners (by Lot) who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. Written notice of the meeting shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

$34 \times 67\% = 23$

Section 6.6 Quorum for Any Other Assessment Action. The quorum required for any meeting convened to authorize the levy of assessments described in Section 6.4, Section 6.5, or Section 6.6 shall be as follows: At the first meeting called for such purpose, the presence at the meeting of Owners, or of proxies, entitled to cast sixty percent (60%) of all the votes (by Lot) of the Owners of all Lots that would be subject to the particular assessment shall constitute a quorum. If the required quorum is not forthcoming at such a first meeting, subsequent meetings may be called, subject to the notice requirements and the required quorum at any such subsequent meeting shall be seventy-five percent (75%) of the required quorum at the preceding meeting until such time as a quorum is obtained, provided that each such subsequent meeting shall be held no less than fourteen (14) and no more than sixty (60) days following the preceding meeting and notice of such subsequent meeting shall make specific reference to the reduced quorum requirements prescribed by this Section.

No mention is made of Assessment Reserve for the major cost (~\$100,000) for street maintenance or replacement.

Section 6.7 Other Assessments. Any and all other amounts that may be or become due and payable to the Association under these Restrictions, including, without limitation, any and all penalties and fines, shall be Assessments under this Article.

Section 6.8 Date of Commencement of Annual Assessments. The Annual Assessments shall be due and payable in advance for each calendar year on January 1 of each year and shall be prorated from the date of the act transferring title from any of the Intervenor or the Developer to an Owner. Any increase in the Annual Assessment shall become due and payable on the first day of first calendar year after approval in accordance with Section 6.5.

Section 6.9 Duties of the Board of Directors Regarding Assessments Except as otherwise provided in these Restrictions, the due date of each Assessment will be established by the Board of Directors of the Association. The Board of Directors of the Association shall cause written notice of each Assessment to be mailed to every Owner subject thereto at least thirty (30) days prior to the due date of each Assessment, notice being complete upon mailing; provided, however, failure to provide such written notice shall not relieve any Owner of the obligation to pay any Assessment. The Association shall, within a reasonable time after receipt of a written

request, furnish to any Owner a certificate in writing signed by an officer of the Association, setting forth whether all or particular Assessments for a Lot have been paid. Such certificate shall be conclusive evidence of payment of each Assessment that the certificate states has been paid.

Section 6.10 *Effect of Non-Payment of Assessment.* If any Assessment is not paid on the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and costs of collection thereof as hereinafter provided. Payment of each Assessment, including interest and costs of collection, is a real obligation running with each Lot and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees, and assigns and also shall be a personal obligation of the then Owner and shall remain his personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by them (although it shall remain a real obligation incidental to ownership of the Lot affected and shall remain subject to any privilege to which the Association may be entitled). If any Assessment is not paid within thirty (30) days after the date due, the Assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, the Association shall be entitled to a privilege against the affected Lot in accordance with La.-R.S. 9:1145, *et seq.*, and the Association may, at any time after an Assessment becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, identifying the nature and amount of the Assessments that have not been paid, a description of the Lot or Lots for which the Assessments have not been paid and the name or names of the Owners personally obligated to pay the Assessment and the name of the then Owner of the Lot or Lots affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owners named therein by certified mail, registered mail, or personal delivery. The Association may bring an action against the Owner personally obligated to pay the unpaid Assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs and other expenses incurred by the Association in connection with collection of such Assessment. In the same action, or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation provided by these Restrictions and the privilege provided for in La.-R.S. 9:1145, *et seq.*, by proceeding "*in rem*" against the affected Lot and its Owner for the amount of the unpaid Assessments, including legal interest thereon from the date due and reasonable attorney's fees.

Section 6.11 *Exempt Property.* The following property subject to these Restrictions shall be exempt from any and all Assessments created herein or subsequently imposed in accordance herewith:

- (a) all Lots or other property owned by either the Developer or any Intervenor, for as long as the Developer or any Intervenor owns the Lots;
- (b) any Lot that does not qualify as a Home under these Restrictions;
- (c) any part of the Property dedicated to and accepted by the local public authority and devoted to public use; and
- (d) the Common Properties.

Otherwise, each and every Lot as shown on the official final plat shall be subject to assessment.

ARTICLE VII PROTECTIVE COVENANTS

Section 7.1 *Residential Use.* All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these Restrictions. The use of a portion of a Lot as an office by an Owner shall not be considered a commercial use of a Lot if such use does not create regular customer, client or employee traffic, provided that in no event shall any Lot be used as a storage area for any building contractor or real estate developer. Apartment houses and lodging houses are prohibited. Not more than one single-family residence, with accessory buildings, shall be built or constructed on each Lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La.-R.S. 28:477), shall be built or permitted to be built on any

Lot nor shall any Lot or existing structure be permitted to be used as such. No Lot may be used as a road, street, driveway or other means of access to any other property.

Section 7.2 *Compliance with Applicable Laws.* All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance shall be enforceable in the same way as the responsibility for the maintenance and repair of Homes and Lots under these Restrictions.

Section 7.3 *Resubdivision of Lots.* No resubdivision of one or more Lots shall be allowed without the prior written consent of the Association.

Section 7.4 *Servitudes and Rights of Way.* Servitudes and rights of way for the installation and maintenance of utilities, as shown the official final plat, are dedicated to the perpetual use of the public for such purposes. Other servitudes as shown on the official final plat are subject to limited usage by Owners as shown by the dedication language contained on the official final plat and as set forth herein. Additionally, each Owner shall furnish a utility servitude from the source of supply of utilities to the Lot to any utility meter location, if any, for receipt of utility service. Overhangs in servitudes and rights of way will not be allowed without the written consent of Association and approval of East Baton Rouge Parish.

Section 7.5 *Approval of Plans by Association.* After the approval of the plans for the initial construction of a Home on a Lot pursuant to Section 3.5, no other residence, building, fence, wall or other improvement or structure shall be commenced, erected or maintained on the Lot, nor shall any addition, change or alteration of any kind therein be made on the Lot until professionally prepared plans showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage, the grading plan of the Lot, and such other matters as the Association may require shall have been submitted to and approved in writing by the Association as required by these Restrictions. Any changes to approved plans must be submitted and approved by the Association prior to implementation. A Home or other structure not constructed in conformity with approved plans may be required to be demolished or removed at the expense of the Owner.

Section 7.6 *Setback Lines.* Unless approved by the Association, in writing, no building shall be constructed or located in violation of the following setback lines applicable to all buildings constructed on Lots, including, without limitation all garages, carports and other accessory buildings (whether or not attached to the residence):

(a) Front Setback. No building shall be erected or located any closer to the front property line of a Lot than the greater of (i) the minimum front yard requirement for the Lot under applicable land use laws, if any, or (ii) the building setback lines shown on the official final plat (as it may be amended, subject to approval by the Developer).

(b) Side Setback. No building shall be erected or located any closer to any side property line of a Lot than the greater of (i) the minimum side yard requirement for the Lot under applicable land use laws, if any, or (ii) the building setback lines shown on the official final plat (as it may be amended, subject to approval by the Developer).

(c) Rear Setback. No building shall be erected or located any closer to the rear property line of a Lot than the greater of (i) the minimum rear yard requirement for the Lot under applicable land use laws, if any, (ii) the building setback lines shown on the official final plat (as it may be amended, subject to approval by the Developer), or (iii) any servitude area across the rear of the Lot as shown on the official final plat (as it may be amended).

(d) Accessory Buildings. Accessory buildings (including garages and carports) shall be approved prior to construction and shall not be erected or located any closer to any side property line than as indicated in Section 7.6(b) above nor closer to the rear property line than as indicated in Section 7.6(c) above.

(e) Fronts, Sides and Rears of Lots. For purposes of these Restrictions, a Lot shall be deemed to "front" on the side having a street, or in the case of a corner Lot, the side having the shortest property line along a street; the "side" property lines shall be the

property lines running roughly perpendicular to the "front;" and the "rear" property line shall be the property line running roughly parallel to the "front."

Section 7.7 **Building Size.** No residence on any Lot may be built or occupied having less than one thousand five hundred (1,500) square feet of heated living area. In computing or determining the "heated living area," open porches, screened porches, porches with removable windows, breezeways, patios, landings, outside unfinished storage or utility areas, garages, and any other area having walls, floors, or ceilings not completed as interior living space shall not be included.

Section 7.8 **Drainage and Fill.** Each Owner is responsible for providing "positive" storm water drainage in the direction indicated in the drainage plan for the Property on file with the planning commission for East Baton Rouge Parish. Drainage may be surface and/or subsurface. An Owner shall not impede or modify the natural drainage flow of any Lot in any manner (including, without limitation, the adding of fill material to any Lot) that will adversely affect other Owners.

Section 7.9 **Building Height.** No structure shall be erected on any Lot with more than two (2) stories and no structure shall be erected on any Lot which exceeds thirty-eight feet (38') in height measured from ground level to the highest peak of the roof.

Section 7.10 **Ceiling Height.** All residences shall be constructed with at least eighty percent (80%) of the ceilings in heated areas on the ground floor to be not less than nine feet (9') high.

Section 7.11 **Driveways and Walkways.** Driveways shall be constructed of brick, stone, concrete or other similar materials approved by the Association. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. Walkways shall be constructed on each Lot consisting of hard surfaced paths leading from the street or driveway to the front entrance of the residence. Walkways will be constructed of brick, stone, concrete or other similar materials approved by the Association.

Section 7.12 **Landscaping.** Within thirty (30) days after substantial completion of the exterior of the residence constructed on any Lot, the areas between the residence constructed on the Lot and each street bordering the Lot (including both the full front and street facing side yards for corner Lots), and the side yards between the residence and the property line of each Lot, shall be fully planted with sod or covered with raised and planted plant beds. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Association the sum of \$50.00, as liquidated damages, for each day the required sodding and landscaping remains uncompleted after notice from the Association to the Owner. The obligation to pay such a fine shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.13 **Fences.** All fence locations and details must be submitted to the Association for approval prior to construction including details of decorative fences. No fence or wall shall be erected on any Lot nearer to any street than the furthest of (a) the building setback lines shown on the official final plat, or (b) the front of the residence on the Lot. No fence or wall shall exceed six feet (6') in height. All fencing material must be brick or wood unless otherwise approved by the Association. Chain link or wire fences are prohibited. All wood fences (including the posts and rails) shall be made of treated wood, such as pine, cedar, cypress, redwood, pressure treated pine or other natural material of similar appearance if approved by the Association prior to commencement of construction. All fence posts (other than those constructed of brick) and all braces, support beams, and runners shall not be visible from any neighboring property or from any street. No fence or wall shall be erected in any servitude unless approved by the Association and shall not interfere with any drainage improvement or utility located within said servitude or any other use or purpose allowed within the servitude.

Section 7.14 **Mailboxes.** The Developer has placed mailboxes for the Lots at the end of the Private Streets. All mailboxes shall remain in this location unless a new location is approved by the Association.

Section 7.15 **Pools, Spas and Hot Tubs.** The design and location of pools, spas and hot tubs shall be subject to approval by the Association and shall be harmonious with the landscape and architecture design. Pool fences shall conform to applicable governmental requirements and the

fencing requirements included in these Restrictions. The Association will closely review the location and screening of equipment. No aboveground pools are allowed.

Section 7.16 Antennas, Flagpoles, Outside Lighting, and Outside Sound. No above ground outside antennas, satellite dishes, or other communication or electronic devices shall be allowed without the prior written consent of the Association. A request for approval of an antenna, satellite dish, or other communication or electrical device must be accompanied by a site plan showing the exact location of the proposed device and such evidence as the Association determines appropriate to establish that signals from the proposed device will not interfere with communications or the reception of television or radio signals on any other Lot. Antennas, satellite dishes and other communication or electronic devices will not be allowed to be placed (a) in front of the farthest front extension of the residence or garage on any Lot, (b) within fifty feet (50') of the rear property line, (c) in any other location visible from any street or other Lot, or (d) closer than the rear one-fourth (1/4) of the Lot. No above ground outside utility poles or flagpoles (except for temporary flagpoles) shall be allowed without the prior written consent of the Association. Construction, location, and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Association and shall be designed to minimize the intrusion of such lighting or sound onto other Lots. Any standards and restrictions adopted by the Association with respect to these items shall be final and not subject to review.

Section 7.17 *Clotheslines.* Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rug or other items be hung from any railing, fence, hedge or wall.

Section 7.18 *Foundations.* An architect, structural engineer or other design professional should properly design foundations. Parish ordinances and regulations may establish minimum foundation elevation requirements.

Section 7.19 Exterior Materials and Colors. The exterior of the residence and all accessory buildings shall be constructed of stucco, synthetic stucco (Dryvit or equal), new brick, wood, or other single board lap siding material approved by the Association. Imitation stone, imitation brick, lava rock and masonite are expressly prohibited. Metal buildings are not allowed. All painted exteriors must have at least two (2) coats of paint. The exterior of a building on any Lot may not be painted or decorated without first obtaining written consent of the Association for the color to be used.

Section 7.20 Window Coverings. No foil, sheets, reflective materials, paper, or other inappropriate materials or bright colors shall be used on any window for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. Inexpensive shades or blinds are recommended for use as temporary window coverings until permanent window coverings are installed. The interior of window coverings shall be lined in a neutral color so as not to detract from the exterior of the building.

Section 7.21 *Window Mounted Climate Control Units.* Window mounted air-conditioning or heating units may be used in non-living area spaces ONLY, such as garages, and must be installed in such a way that are NOT VISIBLE from any street.

Section 7.22 *Windows.* Windows shall be made of materials approved by the Association.

Section 7.23 *Doors.* Doors shall be made of materials approved by the Association.

Section 7.24 *Roof.* The Association must approve all roof colors and all roofing materials. Metal and other roofing materials may be used on residences, accessory building and other construction on a Lot, subject to approval of the Association. The minimum requirement for composition roofing material shall be architecturally cut shingles.

Section 7.25 *Ridge Vents.* Only shingle covered ridge vents will be allowed.

Section 7.26 *Skylights and Solar Collectors.* Solar-collectors are not permitted. Skylights shall not be located on the front elevation of any building. Only flat skylights shall be allowed. Skylights must be properly located and clearly shown on plans (with details and dimensions) when submitted for approval and must be approved prior to installation.

Section 7.27 *Garages*. All residences shall have a garage which will accommodate not less than two (2) nor more than four (4) automobiles, without approval by the Association.

Section 7.28 *Fireplace Flues*. Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue (other than one made of copper) must be screened from view.

Section 7.29 *Accessory Buildings*. Gazebos, pigeonniers, pergolas and other detached structures should relate architecturally to the design of the residence in both form and material. Details and location of all detached structures must be submitted for approval with plans and must be approved by the Association.

Section 7.30 *Storage Sheds*. Storage sheds must be attached to the residence or garage and shall be constructed of the same materials as the residence. No prefab, freestanding structures shall be permitted.

Section 7.31 *Garage Apartments*. No garage or other accessory building on any Lot shall be constructed or used as living quarters.

Section 7.32 *Utilities*. Lots will be served by underground utilities only. Electric service from the electric distribution system to a residence or other building on a Lot must be underground. All residences shall tie-into and utilize sanitary sewer and water services. Septic tanks, private sewerage treatment plants and private water wells are not allowed.

Section 7.33 *Concrete Trucks*. Washing out of concrete trucks shall be on the Lot being poured and not on any other area. Failure to comply with this procedure shall be considered a violation of these Restrictions and each Owner who knowingly violates, or whose contractor knowingly violates, this restriction agrees to pay the Association the sum of \$500.00 for each violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.34 *Commercial Dumpsters*. Owners shall have, use, and empty a commercial dumpster on their Lots at all times during construction of the residence on a Lot and also during the clearing phase prior to construction; provided, however, Owners of multiple Lots will not be required to have a commercial dumpster on each job site, but must have access to, use and empty a commercial dumpster for each job site (*i.e.*, the dumpster for a job site may be on a different Lot) or otherwise make provisions, as are approved by the Association, for keeping each job site clean and free of debris. Failure to comply with this provision shall be considered a violation of these Restrictions and each Owner who knowingly violates, or whose contractor knowingly violates, this restriction agrees to pay the Association the sum of \$500.00 for each violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.35 *Portable Bathroom Facilities*. Owners shall have, use, and clean the portable bathroom facilities on their Lots at all times during construction of the residence on a Lot. Failure to comply with this provision, including, but not limited to the cleaning of the portable bathroom facility, shall be considered a violation of these Restrictions and each Owner who violates, or whose contractor violates, this restriction agrees to pay the Association the sum of \$500.00 for each violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.36 *Exterior Completion*. The exterior of any improvement permitted by these Restrictions shall be substantially completed within one (1) year after commencement of construction. If not timely completed, the Owner shall remove all uninstalled building and

construction materials for each such uncompleted improvement (including any slab) and restore the Lot to a clean and attractive appearance, unless completion of the improvement is being diligently performed by the Owner at such time. In the event an Owner fails to remove any such materials within fifteen (15) days after receipt of written demand from the Association, the Association may have such uninstalled materials removed and the Association shall have a servitude across any such Owner's Lot to complete the removal. The actual cost incurred by the Association in connection therewith shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.37 *Noxious or Offensive Activities.* Noxious or offensive activities shall not be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No stumps or other debris may be buried on any Lot. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Upon completion of a residence, no burning of rubbish or trash will be allowed on the Lot. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property agrees to pay to the Association the actual cost of removal thereof or the sum of \$150.00, whichever is greater, for each violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.38 *Firearms and Airguns.* The use of firearms and airguns is strictly prohibited on the Property.

Section 7.39 *Lot and Common Properties Maintenance.* Each Owner shall be responsible for maintaining the Owner's Lot (including, without limitation, the residence, the driveway and all landscaping), and the Common Properties located between the Lot line and the hard-surfaced streets located in the Common Properties, in good repair and in a clean and orderly fashion at all times and shall keep the Lot and the adjoining Common Properties mowed and free of weeds and clean of trash, rubbish, or garbage. The Common Properties maintenance requirement imposed in this provision supercedes the Common Properties maintenance obligations of the Association in these Restrictions. Each Owner shall be responsible for maintaining the Owner's Lot (including, without limitation, the residence, the driveway and all landscaping) in good repair and in a clean and orderly fashion at all times and shall keep the Lot mowed and free of weeds and clean of trash, rubbish, or garbage. The exterior of each building located on a Lot (including garages and other approved buildings) must be reasonably maintained, including painting any replacement of roofs, gutters, downspouts and exterior building surfaces and any other necessary maintenance including the replacement of windows, doors or shutters when necessary. In the event an Owner fails to properly maintain the Owner's Lot within fifteen (15) days after receipt of written demand from the Association, the Association may perform the required maintenance work and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred by the Association in connection therewith shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions. The obligation to mow and maintain adjoining Common Properties does not give an Owner the right to make any change to the nature, quality or elevation of the Common Properties without the approval of the Association, and any Owner making such a change with all required approvals will be responsible for any damage or expense incurred by the Association and any other Owner resulting from the change.

Section 7.40 *Signs.* No sign of any kind, other than one standard (16"x24") real estate and one builder sign, shall be displayed to the public view on or from any Lot without the prior consent of the Association. All signs must be professionally constructed and painted. No flimsy, unsightly signs will be allowed. Allowed signs must be maintained in an upright position with grass or other debris appropriately maintained. The Developer and any entity that acquires substantially all of the Lots from the Developer are excepted from this restriction.

Section 7.41 *Mineral Operations.* No oil or gas drilling, mineral development operations, production or treatment of facilities, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be

permitted upon the surface of any Lot. No derrick or other structure designated for use in the drilling for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any Lot, even temporarily.

Section 7.42 *Temporary Structures*. No structure of a temporary character and no trailer, recreational vehicle, tent, shack, barn, or other outbuilding shall be used as a residence either temporarily or permanently. During the continuance of construction on a Lot, Owner shall require its contractors to maintain the Lot in a reasonably clean and uncluttered condition, and to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, Owner shall cause its contractors to immediately remove all equipment tools, and construction material and debris from the Lot on which construction has been completed.

Section 7.43 *Trailers and Vehicles*. No mobile home, house trailers, trucks (other than pickup trucks), or other commercial vehicles shall be kept, stored, parked, repaired or maintained on any Lot. Boats, other watercraft, school buses, motor homes, recreational vehicles (RV's), motorized campers, trailers, motorized all-terrain vehicles, campers, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices or trailers therefor may be kept on Lots ONLY if housed completely within a structure which has been approved by the Association or ONLY if completely screened from view by landscaping or fencing which has been approved by the Association.

Section 7.44 *Vehicle Operation and Parking*. All vehicular traffic on streets in the Property shall be subject to the provisions of the laws of the State of Louisiana and East Baton Rouge Parish concerning operation of motor vehicles on public streets. All automobiles owned or used by Owners or occupants of any structure located on any Lot (other than temporary guests and visitors) shall, as far as possible, be parked in garages or carports. No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles may be parked on any driving surface in any manner that blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed at the expense of the owner of the vehicle. The Association shall have authority to promulgate rules and regulations to govern vehicle operation and parking in the Property. Furthermore, although not expressly prohibited hereby, the Association may at any time prohibit motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being operated upon any portion of the Property. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any Lot, except (a) within enclosed garages or workshops or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Lot Owner owns 1/34 of the entire private streets in the subdivision.

Section 7.45 *Sidewalks*. Each Owner shall be required to maintain any sidewalk located on that Owner's Lot, using the same type of materials used in the original construction of the sidewalk. The style and location of sidewalks may not be modified or relocated without the written approval of the Association. In the event an Owner fails to maintain any sidewalk on that Owner's Lot within fifteen (15) days after receipt of written demand from the Association, the Association may have the required maintenance work completed and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred by the Association in connection therewith shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.46 *Animals*. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Property, provided that generally recognized house pets may be kept, subject to rules and regulations adopted by the Association, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. Domestic pets shall not roam freely, but must be leashed or detained by fences. Domestic pets shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance of any type, including, without limitation, visual, audible, physical or smell. The determination of a situation as nuisance is at the sole discretion of the Association and this determination shall be final.

Section 7.47 *Gardening*. No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from

any street, or any neighboring Lot. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

Section 7.48 *Playground Equipment*. Playground equipment and swing sets may be made of wood or metal. Metal equipment must be kept in good condition, free of rust and chipping paint. Wood is recommended. All playground equipment must be placed in the rear of the residence ONLY.

Section 7.49 *Basketball Goals*. Basketball goals are permitted; however, under no circumstances are basketball goals allowed to be attached to any part of a residence or other building.

Section 7.50 *Building Materials Storage*. No building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residence or other building thereon.

Section 7.51 *Hunting*. Hunting of any kind is not allowed on any of the Property, except as sanctioned by the Association for pest control (including animals, birds, reptiles and insects).

Section 7.52 *Objects Placed on Lots*. No object that is visible from any street or any other Lot or may be constructed or placed on any Lot without the approval of the Association, including, without limitation, yard art (including statues), barbecue grills, and playground equipment (including swing sets, subject to the limitations outlined in Section 9.52). Such objects may be placed on Lots without the approval of the Association only if they are completely screened from view with adequate landscaping or fencing so as not to be visible from any street or any other Lot.

Section 7.53 *Seasonal Decorations*. Approval of the Association is not required for the placement of seasonal decoration on Lots; however, the Association may require removal or alteration of seasonal decoration that it reasonably deems to be offensive or a nuisance to residents of the Property. Promptly after the end of the season, all seasonal decorations visible from any street or Lot shall be removed.

ARTICLE VIII SOIL CONDITIONS – FILL DISCLOSURE

Each Lot sold by the Developer is sold and purchased without any warranties with respect to soil conditions. It is recommended that each Owner undertake such soil condition testing as is necessary for each Owner, architect and builder be familiar with all soil conditions on the Owner's Lot. Each Owner shall be deemed to have expressly waived, in favor of the Developer and assignees of the Developer, all warranties with respect to soil conditions of any Lot. Each Owner shall forfeit any right to avoid the purchase of a Lot or reduce the transfer consideration on account of any soil condition of any Lot. Each Owner shall be deemed to have unconditionally released the Developer and the Developer's engineers from and against any liability arising out of any claim arising out of any soil condition of any Lot. Notice is hereby given that fill material may have been spread or placed on one or more Lots. This disclosure does not restrict or limit the waiver of warranties provided above. Each Owner of Lots shall be deemed to have accepted title to Lots with full knowledge and disclosure that fill material may have been spread or placed on each Lot.

ARTICLE IX RIGHTS OF THE DEVELOPER

Section 9.1 *Completion of Development and Sales Activities*. Any provision, covenant or restriction contained in these Restrictions to the contrary notwithstanding, it shall be expressly permissible for the Developer, its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots, and the development of Lots, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model residences, all as may be approved by the Developer from time to time, provided that the location of any construction trailers of any assignees of rights of the Developer shall be subject to approval by the Developer. The right to maintain and carry on such facilities and activities

shall include specifically the right to use Improvements as model residences, and to use any model residence as an office for the sale of Lots and for related activities.

Section 9.2 *Improvements and Changes.* The Developer shall have the right, but not the obligation, to make improvements and changes to all Lots owned by the Developer, including, without limitation, (a) changes in the location of the boundaries of any Lots owned by Developer, (b) installation and maintenance of any utility systems and facilities, and (c) installation of security and/or refuse facilities.

Section 9.3 Control by the Developer. Any other language or provision to the contrary in these Restrictions or the Articles of Incorporation or by-laws of the Association notwithstanding, the Developer hereby retains the right to appoint and remove any member or members of the board of directors of the Association and any officer or officers of the Association until two (2) years after the first date the Developer (and any assignee of this particular right by the Developer) no longer owns any Lot or any other residential property in STUMBERG VILLAS that is subject to regulation by the Association. Every Owner, by acceptance of title to his Lot, agrees that the Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section. Within a reasonable time after the right to appoint and remove directors and officers of the Association passes to the owners of lots in STUMBERG VILLAS that are subject to regulation by the Association (including, without limitation, Owners of Lots), a special meeting of the Association shall be called. At such special meeting, a new board of directors shall be elected to undertake the responsibilities of the Association, and the Developer shall deliver all books, accounts and records, if any, which the Developer has kept on behalf of the Association and any agreements or contract executed by or on behalf of the Association during such period and which the Developer has in its possession.

Developer can appoint or remove any Board Member until ~ 8/31/19. HOWEVER, this clause was removed in 2/2019 via a Release and Relinquishment of Rights document signed by the Developer.

Section 9.4 *Amendments by the Developer.* Developer, acting alone and at any time, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, without the approval of any Owner or other person with an interest in any Lot. In any amendment of these Restrictions by Developer, Developer may add, change or delete provisions in these Restrictions, the effect of which may be to create new restrictive covenants, terminate restrictive covenants, modify restrictive covenants and/or otherwise make these Restrictions more or less restrictive. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section.

HOWEVER, this clause was removed in 2/2019 via a Release and Relinquishment of Rights document signed by the Developer.

Section 9.5 *Additional Property.* The Developer shall have the right to add property to the description of the Property covered by these Restrictions. Such an addition of property shall be effected by an amendment to these Restrictions executed by the Developer and recorded in the records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, or by a separate act of building restrictions accepted by the Association. The owners of property added to the description of the Property shall have all the rights and obligations of Owners under these Restrictions and the Association ~~and the Association~~ will serve the same functions for the additional property.

Section 9.6 *Assignment of Rights by the Developer.* Unless specifically restricted in these Restrictions, the Developer shall have the right to assign all or part of the rights of the Developer under these Restrictions. Any such assignment must be in writing and shall not be effective unless and until the writing is duly recorded in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana. The foregoing notwithstanding, a successor of the Developer receiving all or substantially all of the Property owned by the Developer by reason of a foreclosure, *dation en paiement*, merger or consolidation, shall be deemed a successor and assign of all rights of the Developer under these Restrictions.

ARTICLE X GENERAL PROVISIONS

Section 10.1 *Strict Interpretation of Restrictions.* These Restrictions, including all obligations, covenants, restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted. No provision of these Restrictions shall be ignored. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

Section 10.2 *Knowing Violation of Restrictions.* In the event of a knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restrictions after receipt by the violator or Owner of the Lot on which the violation occurs of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator or Owner of the Lot reasonable attorney's fees to be fixed and awarded by the court.

Section 10.3 *Duration.* These Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these Restrictions shall be automatically extended for successive periods of ten (10) years.

Section 10.4 *Amendment and Termination.* Except as otherwise provided herein, any amendment to or termination of these Restrictions prior to expiration of the initial twenty-five (25) year term of duration shall only be by written act executed by all of the then Owners of all Lots. After expiration of the initial twenty-five (25) year term of duration, these Restrictions may be amended or terminated, at any time, by written act executed by the then Owners of a majority of all Lots. The foregoing notwithstanding, the Developer, acting alone and at any time, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, without the approval of any Owner or other person with an interest in any Lot. In any amendment of these Restrictions by the Developer, the Developer may add, change or delete provisions in these Restrictions, the effect of which may be to create new restrictive covenants, terminate restrictive covenants, modify restrictive covenants and/or otherwise make these Restrictions more or less restrictive. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments by the Developer as are permitted by this provision.

Here, the Developer never gives up the right to control these Covenants & Restrictions. HOWEVER, this clause was removed in 2/2019 via a Release and Relinquishment of Rights document signed by the Developer.

Section 10.5 *Notices.* Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of mailing.

Section 10.6 *Enforcement.* If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner, the Developer, or the Association, to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these Restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter.

Section 10.7 *Subordination of Certain Real Obligations, Liens and Privileges to Mortgages.* The obligation to pay Assessments (including collection costs and fees), and any lien or privilege granted to secure payment thereof by these Restrictions or any provision of law, shall be subordinate to any mortgage or mortgages placed on any Lot prior to the filing of a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana. This subordination shall apply only to Assessments that have become due and payable prior to a judicial sale, *dation en paiement*, or other similar proceeding or act in lieu of foreclosure resulting in a transfer of the mortgaged Lot. Such a transfer shall not relieve the transferee or the Lot from the personal and real obligations to pay Assessments arising after such a transfer or any lien or privilege granted to secure payment thereof by these Restrictions or any provision of law.

Section 10.8 *Solidary Obligations.* In the event the Owner of a lot is other than a single person or entity, the obligations of each person and entity that owns the Lot shall be "solidary" or "joint and several" obligations.

Section 10.9 *Severability*. Invalidation of any one of the provisions of these Restrictions by judgment or court order shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on 18th day of May, 2016, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

Dolores Dugas
Print Name: DOLORES DUGAS

**STUMBERG VILLAS, L.L.C.,
DEVELOPER**

By: [Signature]
Edward Earl Stafford, Jr., Member

SARPETA HOMES, INC., Member

By: [Signature]
David M. Ferrell, Agent

Lauren Landry
Print Name: Lauren Landry

**STAFFORD CUSTOM HOMES, INC.
INTERVENOR**

By: [Signature]
Edward Earl Stafford, Jr., Secretary

SARPETA HOMES, INC., Intervenor

By: [Signature]
David M. Ferrell, Agent

**KFD, INC.
INTERVENOR**

By: [Signature]
David M. Ferrell, Agent

**STUMBERG VILLAS HOMEOWNERS
ASSOCIATION, INC.,**

By: [Signature]
Edward Earl Stafford, Jr., President

Chantel K Adams

NOTARY PUBLIC

PRINTED NAME: Chantel K Adams

NOTARY ID # 64790

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on 19th day of May, 2016, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

CoSIM, LLC
INTERVENOR

Sandra Fackrell
Print Name: Sandra Fackrell

By: [Signature]
Cody Simon, Sole Member

Tricia DeMarte
Print Name: Tricia DeMarte

[Signature]
NOTARY PUBLIC
PRINTED NAME: STACY G. Butler
NOTARY ID # 9544

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on 19th day of May, 2016, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

CLEGG BUILDERS, LLC
INTERVENOR

Lauren Langry
Print Name: Lauren Langry

By: [Signature]
Robert Clegg, Manager

Sandra Fackrell
Print Name: Sandra Fackrell

Charl K Adams
NOTARY PUBLIC
PRINTED NAME: Charl K. Adams
NOTARY ID # 64790

ORIG: 808 BNDL: 12871
1/23/2018 10:39:33 AM

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY

BY:  AND RECORDER

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
STUMBERG VILLAS, A SMALL PLANNED UNIT
DEVELOPMENT (S.P.U.D.), FIRST AND SECOND FILINGS**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on the dates set forth below, before the undersigned Notaries Public, duly authorized in and for the state and parish aforesaid, and in the presence of the undersigned competent witness, personally came and appeared:

STUMBERG VILLAS, L.L.C. (the "Developer"), a limited liability company duly organized and validly existing under the laws of the State of Louisiana, having its registered office in the Parish of East Baton Rouge and a current mailing address of 8383 Old Hammond Highway, Baton Rouge, Louisiana 70809; represented herein by its Members, Edward Earl Stafford, Jr. and Sarepta Homes, Inc., appearing through its Agent, David M. Ferrell, duly authorized by Certificate of Authority on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana

who did depose and say that the Developer established covenants and restrictions for STUMBERG VILLAS, A SMALL PLANNED UNIT DEVELOPMENT (S.P.U.D.), FIRST AND SECOND FILINGS in East Baton Rouge Parish, Louisiana (the "Property"); by act entitled Declaration of Covenants and Restrictions for Stumberg Villas, A Small Planned Development (S.P.U.D.), First and Second Filings and Dedication and Transfer of Common Properties recorded in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, at Original 468, Bundle 12732, of the official records of the Clerk and Recorder for East Baton Rouge Parish (the "Restrictions").

Section 9.4 of the Restrictions allows the Developer to amend the Restrictions at any time. The Developer desires to amend the Restrictions to establish rules and regulations regarding the Common Properties and to provide for fines for violations thereof.

NOW, THEREFORE, the Developer does hereby amend the Restrictions in the following respects:

1. Amendment to Section 4.3. Section 4.3 of the Restrictions is amended in its entirety to provide as follows:

Section 4.3 Use of Common Properties. The Common Properties are private property dedicated to the use of the Owners, their families, and guests. The discharge of firearms and fireworks is prohibited on the Common Properties. Common Properties may not be used as a dumping place for grass clippings, limbs, and other refuse. Common Properties, including, but not limited to, those parking areas adjacent to the mailboxes for the Lots, shall not be used as additional parking or storage for mobile homes, house trailers, boats, other watercraft, school buses, motor homes, recreational vehicles (RVs), motorized campers, trailers, motorized all-terrain vehicles campers, motorcycles, motorized bicycles, motorized go-carts, cars, trucks, SUVs or any other related form of transportation devices or trailers therefor (collectively "Transportation Devices"). The Common Properties include parking spaces for the convenience of those owners who park briefly to check their mail and for the occasional overnight guest. No Transportation Device shall may be kept on the Common Properties on a frequent, regular, or permanent basis. Frequent, regular, or permanent basis

includes, but is not limited to, remaining on the Common Properties for more than forty-eight (48) hours in any one (1) calendar month, without the written consent of the Association. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who violates this provision agrees to pay to the Association the sum of \$25.00 per day, as liquidated damages, for each day the violation continues after notice from the Association to the Owner. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an assessment set forth in Section 6.10 of these Restrictions. This monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction or to have the Transportation Devices towed at the expense of the owner of the Transportation Device.

Terms defined in the Restrictions shall have their defined meanings when used herein, except as otherwise provided for herein. Except as amended and modified herein, the Restrictions shall continue to be and shall remain in full force and effect in accordance with the terms of the Restrictions.

[SIGNATURES ON FOLLOWING PAGE]

THIS DONE AND SIGNED by the Developer in Baton Rouge, Louisiana, on this 23rd day of February, 2018, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

STUMBERG VILLAS, L.L.C.

Dolores B Dugas
PRINT NAME: Dolores B. Dugas

By: [Signature]
Edward Earl Stafford, Jr., Member

Jammy Falgout
PRINT NAME: JAMMY FALGOUT

[Signature]

NOTARY PUBLIC

PRINTED NAME: WALTER N. O'ROARK, III
Notary Public #17732
NOTARY ID # Parish of East Baton Rouge
State of Louisiana
Commission Expires at Death

THIS DONE AND SIGNED by the Developer in Baton Rouge, Louisiana, on this 23rd day of February, 2018, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

STUMBERG VILLAS, L.L.C.

Dolores B Dugas
PRINT NAME: Dolores B. Dugas

SAREPTA HOMES, INC., Member
By: [Signature]
David M. Ferrell, Agent

Jammy Falgout
PRINT NAME: JAMMY FALGOUT

[Signature]

NOTARY PUBLIC

PRINTED NAME: WALTER N. O'ROARK, III
Notary Public #17732
NOTARY ID # Parish of East Baton Rouge
State of Louisiana
Commission Expires at Death