Lafourche Parish Recording Page

Vernon H. Rodrigue
CLERK OF COURT
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Thibodaux, LA 70302
(985) 447-4841

First VENDOR

DSLD HOMES LLC

First VENDEE

VILLAS AT LEIGHTON PLANTATION HOMEOWNERS ASSOCIATION THE

Index Type : Conveyance

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Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafourche Parish, Louisiana

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At (Recorded Time) : 4:19:38:000 PM

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STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

ACT OF DONATION AND TRANSFER OF PROPERTY

BE IT KNOWN, that on dates indicated below, before me, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

DSLD Homes, LLC, a Louisiana limited liability company, domiciled in Livingston Parish, La., represented herein by its Agent, Jeffrey P. Purpera, Jr. whose authorized to act herein pursuant to Certificate of Authority recorded in the Conveyance Records of Lafourche Parish, La.; hereinafter referred to as "DONOR",

and

THE VILLAS AT LEIGHTON PLANTATION HOMEOWNERS ASSOCIATION, a domestic non profit corporation domiciled in Livingston Parish, State of Louisiana, whose present mailing address is 1220 S. Range Ave., Denham Springs, LA 70726 represented herein by its Agent, Jeffrey P. Purpera, Jr., duly authorized; hereinafter referred to as "DONEE"

who, after being duly sworn by me, declared that

WHEREAS, in regards to The Villas at Leighton Plantation Final Plat, which is recorded at instrument number 1174241 of the official records of the Clerk and Recorder for Lafourche Parish, La., (the "subdivision"), the Donor desires to set aside and make Lot 1, Block 3 part of the Common Area for the subdivision for the purposes of landscaping and drainage for the subdivision.

WHEREAS, all Common Area, as mentioned above including, Lot 1, Block 3, and all portions of the subdivision described as Common Areas and/or owned or controlled by the Donee, in the restrictive covenants affecting the subdivision, are referred to as the "property."

WHEREAS, other Common Areas may be created by the plats or maps of the subdivision and/or the restrictive covenants affecting the subdivision on file and of record in the Office of the Clerk and Recorder for Lafourche Parish, Louisiana.

WHEREAS, DONOR, wishes to transfer any right title and interest of the DONOR as well as any obligations to the property and its improvements thereon to DONEE.

WHEREAS, DONEE, as the association of owners created by the restrictive covenants of the subdivision and the Articles of Incorporation on file and of record with the Secretary of State for the State of Louisiana and governed pursuant to the said restrictive covenant and Articles of Incorporation as well as the By Laws of DONEE, does hereby wish to accept the property and improvements thereon, as well as the related obligations associated with the property and its improvements thereon.

NOW THEREFORE, DONOR does by these presents, subject to the conditions set forth hereafter, irrevocably convey, give, donate and transfer unto the said DONEE the property, including, Lot 1, Block 3, and all improvements thereon, along with all obligations associated with the insurance, maintenance and liability associated therewith.

DONEE appears herein and accepts this donation, conveyance and transfer in accordance with the terms hereof and acknowledges gratitude therefor

DONEE assumes the payment of taxes on the property and the parties waive the certificate of zoning, mortgage, conveyance, and tax certificates and releases the Notary from any responsibility therewith.

In accepting this donation, DONEE does hereby also agree that; (1)DONEE accepts the property and improvements thereon in its "AS IS" condition and DONEE understands that

DONOR makes no representations as to the soil condition of the property or the condition of its improvements thereon for any purpose whatsoever; (2)the use of the donated property shall only be for the purposes of the subdivision in accordance with the restrictive covenants affecting the subdivision, as amended and recorded in the Conveyance Records of Lafourche Parish, La. along with the rules and regulations governing DONEE; (3) DONEE fully accepts the obligations associated with the property and its improvements thereon, including, without limitation, the obligation to (a) procure personal liability insurance with limits of no less than $1,000,000.00 and property damage insurance with limits sufficient to replace the improvements on the property (b)keep and maintain the property in accordance with the rules and regulations of DONEE and in a good and workmanlike manner (d) separately meter all utilities for payment by DONEE (e) pay all taxes and other assessments against the property and it improvements and (f) any other obligations and expenses associated with the property and its improvements; and (4)DONEE shall hold harmless and indemnify DONOR from any and all claims, suits or demands arising from personal injury or property damage on or about the property and its improvements thereon, including the reasonable attorney fees and costs of DONOR expended in connection with said claims, suits or demands or in connection with the enforcement of the terms hereof.

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on this 29th day of October, 2014, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Print Name: **DALLAS HENDERSON**

Print Name: **Emilie Dayries**

DONOR: DSLD HOMES, LLC

By: _____
JEFFREY P. PURPERA, JR., AGENT

DONEE: THE VILLAS AT LEIGHTON PLANTATION HOMEOWNERS ASSOCIATION

By: _____
JEFFREY P. PURPERA, JR., AGENT

_____
D. BRIAN COHN, LABRN 28000
NOTARY PUBLIC