

DECLARATION OF PROTECTIVE RESTRICTIONS,  
COVENANTS AND CONDITIONS APPLICABLE TO  
HOLLY RIDGE TOWNHOUSES, SECOND AND THIRD FILINGS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 3rd day of July, 1984, before me, the undersigned authority, and in the presence of the subscribing witnesses, personally came and appeared:

GRQL CORP., a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its President, Darlene Millikan, duly authorized by virtue of a resolution of the Board of Directors of said corporation on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana,

who declared that it is the owner of that certain parcel of property comprising the second and third filings of Holly Ridge Townhouses, in the Parish of East Baton Rouge, Louisiana, containing Lots 5 through 53, inclusive, second and third filings, and which property is shown on a map entitled "Final Plat of Holly Ridge Townhouses, A Townhouse Development, Being a Subdivision of Tract B-1-B1 of the Savell Tract" prepared by Evans-Graves Engineers, Inc., dated October 17, 1983, as revised April 6, 1984 to add the second filing, recorded as Original 7, Bundle 9657, of the official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, and on a map entitled "Final Plat of Holly Ridge Townhouses, Third Filing, A Townhouse Development, Being a Subdivision of Tract B-1-B1 of the Savell Tract" prepared by Evans-Graves Engineers, Inc., dated May 25, 1984, revised June 26, 1984, recorded as Original 473, Bundle 9676, of the official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, and do hereby adopt the following protective restrictions, covenants and conditions to be applicable to the property described above and improvements thereon and they agree to abide by the terms and conditions contained therein.

I. DEFINITIONS

1. The term "Subdivision" as used herein, shall mean and refer to the second filing of Holly Ridge Townhouses as shown on the map recorded as Original 7, Bundle 9657, of the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana and the third filing of Holly Ridge Townhouses as shown on the map recorded as Original 473, Bundle 9676,

of the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana.

2. The term "Appearer" as used herein means and refers to GRQL CORP., a Louisiana corporation, with its principal business establishment in the Parish of East Baton Rouge, Louisiana.

3. The term "Homeowners Association" as used herein shall mean and refer to Holly Ridge Homeowners Association, Inc., a nonprofit corporation recorded as Original 205, Bundle 9643, official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, its successors and assigns.

4. The term "Board of Directors" or "Board" as used herein shall mean and refer to the duly elected Board of Directors of the Homeowners Association.

5. The term "lot" as used herein shall mean and refer to each individual plot of land reserved for a residence and so indicated on the map of the second filing of Holly Ridge Townhouses, recorded as Original 7, Bundle 9657, of the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana and on the map of the third filing of Holly Ridge Townhouses, recorded as Original 473, Bundle 9676, of the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana.

6. The term "owner" as used herein, shall mean and refer to the record owner, whether one or more persons or entities, of a lot which is a part of the Subdivision. Those having such interest merely as security for the performance of an obligation shall not be considered owners.

7. The term "obligation" as used herein, shall mean and refer collectively to the obligations, servitudes, conditions, restrictions, reservations, lien and charges imposed by or expressed in this Declaration.

## II. NATURE AND PURPOSE OF OBLIGATIONS

The obligations, servitudes, conditions and restrictions set forth in this Declaration constitute a general plan for the development, protection and maintenance of the Subdivision to enhance the value, desirability and attractiveness of the homes for the benefit of all owners of lots therein. These obligations, servitudes, restrictions and conditions are imposed upon Appearer and upon all owners of lots for the benefit of all lots and their owners and shall bind the owners of all such lots, their successors and assigns.

All such obligations, servitudes, conditions and restrictions are intended as and are hereby declared to be reciprocal predial (landed) servitudes established as a charge on each lot respectively in the Subdivision for the benefit of each other lot in the Subdivision, or personal obligation of the owner of each lot in favor of the owners of other lots, as the case may be.

### III. PROPERTY RIGHTS

1. Each owner of a lot and home shall be vested with the full and entire right of ownership of such lot and home.

2. Every lease of a lot and home shall be in writing and shall provide that the lease shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Homeowners Association and that any failure by the lessee to comply with the terms of said documents shall be a default under the lease.

### IV. SERVITUDES

1. This Declaration of obligations, servitudes, conditions and restrictions shall be subject to all servitudes heretofore or hereafter granted by the Appearer or its successors and assigns for the installation or maintenance of utilities and drainage facilities that are reasonably necessary to the development of the Subdivision and all servitudes for drainage, sidewalks and parking areas.

2. Servitudes over the Subdivision for installation and maintenance of utilities and drainage facilities as shown on the maps of the Subdivision filed with the Clerk of Court for East Baton Rouge Parish are granted in favor of the City of Baton Rouge, the Parish of East Baton Rouge, and all utility companies which may service any portion of the Subdivision. Within these servitudes no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the servitudes, or which may obstruct or retard the flow of water through drainage channels in the servitudes.

3. Servitudes over lots that are required in order that it may carry out its duties and powers as set forth in Article VII hereof are reserved by

Appearer, its successors and assigns, for the benefit of the Homeowners Association.

4. The rights and duties of the owners of homes within the Subdivision with respect to sanitary sewer and water, electricity, gas and telephone and CATV lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone and CATV lines or drainage facilities are installed within the Subdivision, which connections, lines or facilities or any portion thereof, lie in or upon lots owned by other than the owner of a lot served by said connections, lines or facilities, the owner of each lot served by said connections shall have the right and is hereby granted a servitude to the full extent necessary therefor, to enter upon the lots or to have utility companies enter upon the lots within the Subdivision in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary house connections and or water house connections or electricity, gas or telephone and CATV lines or drainage facilities are installed within the Subdivision, which connection serve more than one lot, the owner of such lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

5. Each lot and its owner are hereby declared to have a servitude and the same is hereby granted by Appearer, over all adjoining lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction or reconstruction, repair, settlement, shifting or movement of any lot or the common areas, or any other cause. There shall be servitudes for the maintenance of said encroachment, settling or shifting, provided, however, that in no event shall a servitude for encroachment be created in favor of an owner or owners if said encroachment occurred due to willful misconduct of the owner of a home. In the event a structure on any lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each lot agree that minor encroachments over adjoining lots shall be permitted and there shall be

servitudes for maintenance of said encroachments so long as they shall exist. In addition, each lot and its owner are hereby declared to have a servitude for overhanging roofs, eaves, party walls and sidewalks as originally constructed or reconstructed or repaired or as shifted or settled, over each adjoining lots for the maintenance thereof or use thereof. Each of the servitudes hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the lot being serviced and shall pass with each conveyance of the lot.

6. In interpreting acts of sale or mortgages and plans, the existing physical boundaries of a lot and the home on it at any given time shall be conclusively presumed to be correct boundaries rather than the metes and bounds which may be expressed in the acts of sale or mortgages or plat plans, regardless of settling or lateral movement of the improvements and regardless of minor variance between boundaries shown on the plat plan or in an act or those of the improvements in fact.

7. East lot and its owner is hereby declared to have a servitude of passage over all sidewalks established for ingress and egress affecting it as shown on existing plats or to be shown on future plats approved by the appropriate legal governmental agencies.

#### V. RESTRICTIONS UPON RESIDENTIAL LOTS

1. No building shall be erected, placed or altered or remodeled on any lot until the specifications and plans have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony or exterior design with existing structures, location with respect to topography and finish grade elevation, a copy of the plans shall be furnished thirty (30) days prior to obtaining a building permit. The committee shall have the authority to retain one copy of the plans and specification after approval or disapproval has been given.

2. Any building erected, placed, altered or remodeled shall be constructed entirely of brick, brick veneer, stucco, wood or stone or any combination thereof. No building shall be erected, placed altered or remodeled exteriorly with asbestos, pressboard, metal siding, corrugated or galvanized siding or any imitation material, unless approved by the Architectural Control Committee.

3. Nothing herein contained shall be construed to permit any building to encroach upon other lots now owned by the same party except by agreement between adjoining owners.

4. No maximum setback line is established.

5. No building shall be erected, placed, altered or remodeled on any lot of a height exceeding two (2) stories and shall be constructed primarily as a residential building or a service building to said residential building.

6. Servitudes for the installation and maintenance of utilities, sewerage, passage and other public purposes are reserved as shown on the official plan referred to above and as set out previously.

7. No animals except domestic pets shall be kept on any lot and in the event such domestic pets are kept, they shall at all times be kept either in the residence or in a completely fenced yard.

8. No fence shall be erected on any lot beyond the building setback line, nor shall any fence be erected on a lot that does not have a building constructed on an adjoining lot. All fence or screening barriers must be of either brick or approved wood construction or a combination of both and approved by the Architectural Control Committee. No approved fence shall be erected on any lot beyond the front of the building on the lot. All back yards shall be completely fenced to a height of at least six (6) feet. There shall be erected a fence running from the rear of the common walls of each home to the back of each carport or garage as shown on each individual plot plan.

9. No structure of a temporary character, trailer, basement, tend, shack, shed, garage, barn or other building shall be used on any lot at any time as a residence or a place of business either temporarily or permanently except movable construction shacks or trailers during the construction period only. This provision shall not apply for temporary living quarters required for a security guard during the period of construction. No structure in addition to the main building shall be constructed of materials which do not conform in every respect to the exterior construction of the main building constructed on the lot.

10. No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system. All swimming pool filter systems and other equipment shall conform to that required by the City of Baton

Rouge, Parish of East Baton Rouge and/or the State of Louisiana. Each living unit shall have a separate sewerage and water connection.

11. Parking of vehicles shall be permitted only on well-defined parking areas. The parking areas shall be paved with concrete only and no parking shall be permitted on areas other than well-defined concrete areas as stated above. The Architectural Control Committee shall approve the type construction and materials to be used for the covered parking areas. Two covered parking places per unit shall be constructed at the rear of the buildings built on the lot.

12. The outside structure of any building must be completed within twelve (12) calendar months after the pouring of the foundation for the building.

13. The Architectural Control Committee's approval or disapproval as required in these restrictions shall be in writing. No construction, alteration or remodeling shall be commenced until the plans, specifications and plat plans have been approved by the committee as provided in Paragraph 1 above. In the event the committee or its designated representative fails to approve or disapprove the plans within thirty (30) days after the plans have been submitted, then approval will not be required and these restrictions shall be deemed to have been fully complied with. If a dispute is raised as to a ruling of the said committee it shall be submitted for arbitration as set out in Paragraph X 3. herein.

14. No permanent billboard shall be constructed on any lot. This provision shall not prohibit the erection of a sign identifying the premises and sale information provided the size and design is approved in writing by the Architectural Control Committee as a part of the plans and specifications. A temporary sign may be installed during the period of construction in order to give notice to future purchasers of the nature of the premises to be sold. This provision does not apply to the Appearer, its successors or assigns, including Louisiana Savings Association, Inc., until December 31, 1985.

15. There shall be a minimum of one thousand four hundred (1,400) square feet of floor area in each living unit and there shall be no more than one living unit constructed on anyone lot. For purposes of this paragraph, open porches shall not be considered part of the floor area.

16. Any owner of two contiguous lots may construct two living units joined by a common or party wall, and to the extent not inconsistent with these articles, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

17. Each wall which is built as a part of the original construction of two living units upon two separate lots, when said wall is placed on the dividing line between the lots, shall constitute a party wall.

18. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

19. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the other owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to use without prejudice to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

20. The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

21. In the event of any dispute arising concerning a party wall, or under the provisions of this article, the Board of Directors of the Homeowners Association shall act as arbitrator and a decision shall be made by a majority of all of the said board.

22. Each owner of the lot occupied by a living unit shall be responsible for the care of the grass, trees, shrubbery, flowers, fences and driveways located on that lot and they shall be maintained in a reasonable fashion with continuity.

23. Each owner of a lot occupied by a living unit shall keep the exterior of said living unit reasonably maintained, including garages or carports and including the painting, repairing or replacement of roofs, gutters, downspouts and exterior building service.

24. In the event any owner of a lot occupied by a living unit does not provide the reasonable maintenance provided for in the two preceding paragraphs, the Board of Directors of the Homeowners Association may give the



delinquent owner thirty (30) days' written notice of his maintenance deficiency and if said delinquent owner fails to correct the said deficiency within thirty (30) days thereafter, said Board may cause said deficiency to be corrected at the expense of the delinquent owner. The Board may then cause a lien to be filed against the property of the delinquent owner for the value of the expenses incurred in correcting the maintenance deficiency and said majority owners may bring an action at law against the owner personally to enforce said lien, including the collection of reasonable attorney's fees and court costs and as further set out in Paragraph VII herein.

25. Enforcement of these restrictions shall be by proceedings at law against any person violating or attempting to violate any restrictions, or failing to comply with the mandatory exterior maintenance above mentioned, either to restrain violation, enforce compliance, or restrain use and occupancy of the property until the restrictions are fully complied with or to recover damages for the violation of the restrictions. Any violation existing as of the adoption of these restrictions in structures already built are exempt as to such violation, however, all additions, improvements or repairs shall be in compliance with these said restrictions.

26. These provisions are separable and invalidation of any one of these restrictions by judgment or court order shall in no manner affect any of the other restrictions which shall remain in full force and effect. These restrictions are not retroactive in effect and all completed construction, if not in violation of preceding restrictions, are not in violation of these provisions.

#### VI. THE HOMEOWNERS ASSOCIATION

The Homeowners Association is as set out in the Articles of Incorporation of Holly Ridge Homeowners Association, Inc. The membership, voting rights, powers and duties shall be as set out in said Articles of Incorporation, which are recorded as Original 205, Bundle 9643, official records of the Clerk and Recorder of East Baton Rouge Parish, Louisiana, and By-Laws, which Articles and By-Laws are part of these Declarations. Said Homeowners Association appearing herein to accept the rights, duties and obligations of the Homeowners Association as set forth in this Declaration.

In consideration for the acceptance of the duties and obligations by the Homeowners Association, Appearer does hereby transfer and deliver, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty Appearer may have, unto the Homeowners Association all property shown and identified as "Common Properties" as shown on the map of the Subdivision filed with the Clerk of Court for East Baton Rouge Parish, Louisiana, to have and to hold said property in full ownership forever, provided, however, that Appearer specifically reserves all mineral rights, but no drilling or other mineral operations shall be conducted on the surface of said property.

VII. OBLIGATIONS FOR MAINTENANCE CHARGES AND SPECIAL ASSESSMENTS

1. Each owner of a lot by acceptance of a title thereto, whether or not so expressed in the act of conveyance, is deemed to agree to pay to the Homeowners Association: (a) monthly maintenance charges and (b) special assessments for capital improvements. Any monthly maintenance charges or special assessments not paid timely shall constitute a lien for the unpaid monthly maintenance charge or special assessment together with interest, costs, and reasonable attorney's fees, in favor of the Homeowners Association on the lot or lots together with the improvements thereon against which each such charge or assessment is made. The lien shall be effective only as of the time that the Homeowners Association files an affidavit in the appropriate public records of East Baton Rouge Parish describing the amount of maintenance charges and assessments unpaid, the lot on which the same are unpaid and the owner of such lot whose obligation it is to pay the same. Each such charge or assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time the charge or assessment fell due.

2. The Appearer, its successors or assigns, shall pay monthly maintenance charge and any special assessments on lots owned by the Appearer in accordance with the following:

(a) Lots which are delineated on a filing in East Baton Rouge Parish records but for which no certificate of occupancy has been issued shall bear thirty percent (30%) of the monthly maintenance charge and any special assessments on lots purchased for occupancy.

(b) Lots which are delineated on a filing in East Baton Rouge Parish records and for which a certificate of occupancy has been issued shall bear sixty percent (60%) of the monthly maintenance charges and any special assessments on lots purchased for occupancy.

(c) Lots which are occupied as living quarters bear one hundred percent (100%) of the monthly maintenance charges and any special assessments on lots purchased for occupancy.

(d) Except for the foregoing, neither the Appearer, nor its successors or assigns, including Louisiana Savings Association, Inc., shall be liable at any time (including the period after Appearer, its successors or assigns, including Louisiana Savings Association, Inc., becomes a Class A member) for any levy, charge, assessment or dues of any kind whatsoever imposed by the Homeowners Association.

(3) Owners of lots purchased for occupancy shall pay a monthly maintenance charge and any special assessments per lot imposed in accordance with the following:

(a) The initial monthly maintenance charge is Thirty Dollars (\$30.00) per lot, which represents the best estimate based on current data available in the Parish of East Baton Rouge, but Appearer does not warrant the adequacy of such amount for any period of time beyond September 1, 1985.

(b) From and after September 1, 1985, the maximum monthly maintenance charge may be increased each year not more than twenty percent (20%) above the maximum monthly maintenance charge for the previous year without a vote of the membership.

(c) The maximum monthly charge may be increased above twenty percent (20%) after September 1, 1988, only by the vote or written assent of fifty-one (51%) of each class of member who are voting in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors shall have the authority to fix the monthly maintenance charge at an amount not in excess of the maximum authorized above.

4. The Board of Directors shall notify the owners of lots of any changes in the monthly maintenance charge or imposition of a special assessment at least thirty (30) days in advance of the effective date of the new charge.

The due dates shall be established by the Board of Directors. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners Association setting forth whether maintenance charges and any assessments on a specified lot have been paid.

5. Any maintenance charge or assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate filed by the Board of Directors with a maintenance charge or assessment, which in the absence of Board action, shall be twelve percent (12%) per annum. The Homeowners Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property.

6. The lien for the maintenance charge and assessment provided for herein shall be subordinate to prior recorded encumbrances. Sale or transfer of any lot shall not affect the maintenance charge or assessment lien. However, each holder of a first mortgage on a lot and home who acquires a lot and home through foreclosure of the mortgage or deed in lieu of foreclosure or any purchaser at the foreclosure of the first mortgage sale, shall acquire the lot and home free and clear of any lien for maintenance charge or assessments or both, except for those resulting from a reallocation of such maintenance charges or assessments to all lots and homes including the mortgaged one. No conveyance shall relieve such lot from liability for any maintenance charge or assessment thereafter becoming due or from the lien thereof.

7. The land and all improvements dedicated to and accepted by a local public authority which is subject to this Declaration shall be exempt from the lien provided for therein.

#### VIII. INSURANCE REQUIREMENTS ON HOMES

1. Property insurance affording protection against loss or damage from fire and other hazards covered by the standard extended coverage endorsement shall be maintained on each home in an amount at least sufficient to pay any mortgage balance in the event of a covered loss. Insurance in an amount less than the mortgage balance may be provided with the consent of the holder of the mortgage. In no event shall the insurance amount be less than the full replacement costs of the improvements on the individual lot.

2. The institutional holder of a first mortgage on any home shall have priority to the extent of the unpaid amount secured by said mortgage with respect to the proceeds of insurance or condemnation award on such home.

#### IX. COMMON WALLS

1. Each wall which is built as part of the original construction of the home in the Subdivision and is placed on the lot so as to abut or adjoin a dwelling constructed on a contiguous lot, shall constitute a common wall, and to the extent not inconsistent with the provisions of this article, the general rules of law regarding common walls and of liability for property damage due to negligence or willful act or omissions shall apply thereto. Each owner of a lot upon which there exists a common wall shall own to the center of such wall.

2. The owner of each lot upon which there is located a common wall shall have a reciprocal non-exclusive servitude to each contiguous lot for the purpose of maintaining the common wall. The costs of reasonable repair and maintenance of a common wall shall be shared by the owners who make use of the wall in proportion to such use.

#### X. ARCHITECTURAL CONTROL

1. In order to enforce the building restrictions established for the development and set out in Paragraph V above, no building, fence, wall or other structure or additional landscaping (except all original construction and improvements, including landscaping by the Appearer within the Subdivision and landscaping within the enclosed private patio areas) shall be erected, altered or repaired until the building plans, specifications and plat plans showing the location, elevation and grade lines of such buildings or structure, or such other description of the proposed work as shall be furnished to and approved in writing by the Architectural Control Committee. One set of plans, specifications and plat plans or other descriptions shall be submitted to the Architectural Control Committee. The Architectural Control Committee, before giving such approval, may require that changes be made to comply with the requirements as have been established in the said restrictions, may impose as to the structural features of said building or other structure, the type of building material used, or other features or characteristics thereof not expressly covered by any of the provisions of this instrument, including the

location of the building or other structure with respect to topography and finished ground elevation. The Architectural Control Committee may also require that the exterior finish and color, and the architectural style or character of such building or other structure shall be such as in the discretion of the Architectural Control Committee shall be deemed to be suitable in view of the general architectural style and character of structures erected or to be erected in the Subdivision.

2. The repainting of the exterior surface of any building or other structure in the Subdivision and the repairing and refinishing of the roof of any building shall be the concern of the Homeowners Association and such surfaces shall not be repainted or refinished by the owner in a color or manner differing from the previous painting or finishing of such building or other structure until the Architectural Control Committee shall have given its written approval of such repainting or refinishing following the submission of an acceptable description of the work to be done.

3. In the event of any disagreement concerning the interpretation of the building restrictions or between adjoining owners as to the repairs or refinishing, the Board of Directors after receiving the recommendations of the Architectural Control Committee shall have binding arbitration power over the controversy. The procedures for such arbitration shall be as set out by the Board.

4. Neither the Homeowners Association, the Board of Directors, the Architectural Control Committee, nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications, or in the structures and improvements erected in accordance therewith.

5. For a period of two years from this date, or until their resignation, the Architectural Control Committee shall be composed of James D. Dodds.

#### XI. NON-LIABILITY OF APPEARER

Appearer, its successors and assigns, including Louisiana Savings Association, Inc., shall not be liable in any manner for any claims which may be asserted against an owner of a lot or against the Homeowners Association.

XII. BREACH OF OBLIGATIONS UNDER THE DECLARATION  
OR THE ARTICLES OF BY-LAWS OF THE ASSOCIATION

1. The failure to any lot owner to comply with the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Homeowners Association shall give rise to cause of action in the Homeowners Association and the Appearer, or its successors, for the recovery of damages, or for injunctive relief or both.

2. The result of every act or omission whereby any of the obligations contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law against a nuisance either public or private shall be applicable against every such result and may be exercised by Appearer, or its successors or assigns, by any owner, by the Homeowners Association or by its successors in interest.

3. The remedies herein provided for breach of the obligations contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

4. The failure of the Homeowners Association to enforce any of the obligations contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

5. A breach of any of the obligations contained in this Declaration shall not affect or impair the lien or charge of any bona fied mortgage on any lot or the improvements thereon; provided, however, that any subsequent owner of such lot shall be bound by said obligations, whether such owner's title was acquired by foreclosure sale or otherwise.

XIII. TERM, SCOPE, DURATION, AMENDMENT AND FHA/VA APPROVAL

1. This Declaration and the obligations herein contained shall be in effect for a period of fifty (50) years from this date and shall be automatically extended for successive periods of ten (10) years unless, within six (6) months prior to the expiration of the initial term or any ten (10) year renewal period, a written agreement executed by the then record owners of more than three-fourths (3/4) of the homes shall be placed on record in the office of the Clerk of Court for East Baton Rouge Parish by the terms of which agreement the effectiveness of this Declaration is terminated or the obligations herein

contained are extinguished in whole or in part as to all or any part of the Subdivision then subject thereto.

2. This Declaration may be amended, modified, supplemented, or deleted in part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners.

3. Any change to this Declaration shall be effective upon recordation thereof in the office of the Clerk of Court for East Baton Rouge Parish, Louisiana. No change to this Declaration shall be effective if such change violates any of the laws or ordinances of the City of Baton Rouge, the Parish of East Baton Rouge, or the State of Louisiana.

4. As long as there is a Class B membership, in the Homeowners Association the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common areas, and amendment of this Declaration.

5. A written notice of any amendment to this Declaration shall be given by certified mail to the Federal National Mortgage Association.

#### XIV. NOTICES

In each instance in which notice is to be given to the owner of a lot, the same shall be in writing and may be delivered personally in which case personal delivery of such notice to one, two or more of the co-owners of a lot, or to any general partner of a partnership owning such a lot, shall be deemed delivery to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the owner of such lot at the most recent address furnished by such owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such lot, and any notice so deposited in the mail within East Baton Rouge Parish, Louisiana, shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Homeowners Association may be delivered personally to any member of the Board, or delivered



in such other manner as may be authorized by the Homeowners Association. Any notice to be given to the Homeowners Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within East Baton Rouge Parish, Louisiana, shall be deemed delivered forty-eight (48) hours after such deposit.

XV. SEVERABILITY

Should any portion of this Declaration be void or be or become unenforceable in law, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

XVII. CONFLICTS

In case of any conflict between this Declaration and the Articles of Incorporation or By-Laws of the Homeowners Association, this Declaration shall control.

XVIII. CAPTIONS

The titles or headings of the articles or paragraphs of this Declaration are not a part hereof and shall have no effect upon the construction or interpretation thereof.

THUS DONE AND PASSED in Parish and State aforesaid, in the presence of the undersigned witnesses, who have signed their names with the undersigned parties and me, Notary, on the date first above written.

WITNESSES:

GRQL CORP.

Gregory A. Semels

BY: Darlene Millikan  
Darlene Millikan, President

[Signature]

HOLLY RIDGE HOMEOWNERS ASSOCIATION, INC

BY: Darlene Millikan  
Darlene Millikan, President

[Signature]  
RALPH E. HOOD, NOTARY PUBLIC

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FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA  
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DEPT. OF REVENUE & LICENSING  
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