

**OLD GOODWOOD CROSSING
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**DECLARATION OF CONVENTS AND RESTRICTIONS
FOR
OLD GOODWOOD CROSSING AND
DEDICATION AND TRANSFER OF COMMON PROPERTIES**

STATE OF LOUISIANA

PARISH OFFICE OF EAST BATON ROUGE

BE IT KNOWN that on this _____ day of _____, 2018, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

GOODWOOD CROSSING CORPORATION (hereinafter referred to as the “**Developer**”), a Louisiana corporation domiciled in East Baton Rouge Parish, whose mailing address is c/o, David C. Hebert, 12234 E. Sheraton, Baton Rouge, Louisiana 70815.

OLD GOODWOOD CROSSING HOMEOWNERS ASSOCIATION CORP. (hereinafter referred to as the “**Association**”), a Louisiana non-profit corporation domiciled in East Baton Rouge Parish, Louisiana, whose mailing address is c/o David C. Hebert, 12234 E. Sheraton, Baton Rouge, Louisiana 70815.

who did depose and say that the Developer is the owner of a certain parcel of property comprising **Old Goodwood Crossing Subdivision** in East Baton Rouge Parish, Louisiana (the “**Property**”) containing a certain tract or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto attached, or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, in Section 82, Township 7 South, Range 1 East, Greensburg Land District of Louisiana, containing 2.83 acres, and being designated as **Tract “A”** on a survey made by Edward E. Evans, C.E., dated October 25, 1954, a copy of which is attached to Original 91, Bundle 3448 of the official records of the office of the Clerk and Recorder of the Parish and State; said Tract “A” measuring Two Hundred Ten (210) feet front on Government Street by a depth on its West side line of Five Hundred Eight-five and Fifty Eight One Hundredths (585.58) feet, a depth on its East Side line of Five Hundred Eighty-seven and Eight One Hundredths (587.08) feet, and

measuring Two Hundred Ten (210) feet across the rear, metes and bounds as fully described in said survey prepared by Edward E. Evans, copy attached to Original 91, Bundle 3448 as aforesaid. All as shown on the map entitled "FINAL PLAT FOR OLD GOODWOOD CROSSING (Lots 1-35, Tracts C & CA-1) FORMERLY BEING A PORTION OF MAE SCHEINUK-BARCLAY PROPERTY LOCATED SECTION 82, T-7-S, R-1-E, GREENSBURG LAND DISTRICT, EAST BATON ROUGE PARISH, LOUISIANA FOR MONROE & CORIE, INC., prepared by David L. Patterson, on file and of record in the official records of the Clerk of Court of East Baton Rouge Parish.

Tract "C" shown on the Final Plant as described above and owned by the Developer is NOT included as part of the property affected by this act. The Developer grants use and maintenance responsibility of the nine (9) guest parking spots located in Tract "C".

By this act (these "**Restrictions**") the Developer imposes upon the Property the obligations, covenants, restrictions, servitudes and conditions, hereinafter set forth:

I. DEFINITIONS

1.1 Association. The term the "**Association**" as used in these Restrictions shall mean and refer to **Old Goodwood Crossing Homeowners Association Corp.** a Louisiana non-profit corporation formed by the Developer to perform the duties delegated to the Association under these Restrictions.

1.2 Board. The term the "**Board**" is used in these Restrictions shall mean and refer to Board of Directors of the **Old Goodwood Crossing Homeowners Association Corp.**

1.3 Common Properties. The term "**Common Properties**" as used in these Restrictions shall mean and refer to those areas of land designated as ... on the official final plat and any other areas of land donated to or otherwise acquired by the Association for use as Common Properties, including, without limitation, those properties identified as "Common Properties" in the Declaration of Covenants and Restrictions for other filings of **Old Goodwood Crossing Subdivision** whose restrictions are administered by the Association.

1.4 Committee. The term "**Committee**" as used in these Restrictions shall mean and refer to the **Association Design Control Committee** formed or to be formed by the Association, to perform the duties delegated to the Committee under these Restrictions.

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 and any improvement thereon on the official final plat.

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 persons 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.

1.7 Townhouse Building. The term “**Townhouse Building**” as used in these Restrictions shall mean and refer to a building with a common roof located on multiple Lots.

II. PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS

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 set forth, including without limitation the assessment 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 provide adequately for quality improvements and use of the Property and thereby enhance the values of investments made by the Developer and purchasers of Lots.

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 and fines, 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 Committee of proposed plans for improvements on particular Lots. The criteria for approval by the Committee 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 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.

III. HOMEOWNERS ASSOCIATION

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 powers of administering and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these Restrictions, and collecting and disbursing the assessments and fines created by these Restrictions to Old Goodwood Crossing Homeowners Association Corp. The Association shall have the obligation to maintain the Common Properties including pavements, landscaping, stormwater best management practices, utilities and services, exterior of buildings and grounds, and insure the Lots and Common properties in conformance herein with Article VII, Insurance. 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 and does hereby accept the rights, powers, obligations and duties herein set forth for the Association.

3.2 Townhouse Building Exterior Maintenance. In addition to obligation of the Association to maintain the Common Properties, subject to the obligation of the Owners of Lots to pay monthly townhouse assessments as provided in Section 8.4 the Association shall have an obligation to maintain

and repair the exteriors of the Townhouse Buildings and grounds located on the Lots. The exterior maintenance and repair obligations of the Association shall include maintenance and repair of exterior walls, balconies, roofs, paint, gutters, downspouts, trees, shrubs, grass, walks, patios, decks, fences, and other exterior improvements. No diminution or abatement of any townhouse assessments shall be claimed or allowed by reason of (a) 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, (b) inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, (c) 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 monthly townhouse assessments and special townhouses is a separate and independent covenant on the part of each Owner of a Lot. The townhouse maintenance and repair obligations of the Association and limited to expenditures of proceeds of quarterly townhouse assessments as provided for in these Restrictions. In the event townhouse assessments are not approved or funded, the Association shall not have any obligation for townhouse maintenance and repair unless and until funds to cover costs for such maintenance or repairs are made available to the Association

3.3 Membership. Every Owner, including the Developer, shall be a member of the Association. Membership of 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.

3.4 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 be 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.

IV. MANAGEMENT

4.1 Goodwood Crossing Townhome Association. Goodwood Crossing Townhomes shall be managed by an incorporated association of Lot Owners, to be known as the “Goodwood Crossing Townhomes Home Owners Association” (sometimes herein referred to as “Association”), the membership of which shall consist exclusively of all of the Lot Owners, shall be responsible for the management, administration and operation of Goodwood Crossing Townhomes including inter alia, keeping the building insured, as provided below. The Association shall be governed by its Board of

Directors, as provided for in the Articles of Incorporation of the Association, as may be amended from time to time, which Articles of Incorporation are incorporated herein by reference. Any contract by the Association shall be cancellable upon 90 day notice to the other party to said contract without cause or cancellation fee.

4.2 Committee. To maintain a high standard of construction and appearance of Homes for the benefit of the Owners of the Lots, the Board of Directors of the Association shall appoint three (3) individuals to be the members of the Committee.

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

The Committee shall have no rights, authority or jurisdiction over Lots owned by the Developer on which residences have not been constructed.

4.3 Indemnification. Each Association director and officer and member of the Committee (managers) shall be indemnified by the Association, against all liabilities and expenses, including attorneys' fees reasonably incurred by, or imposed on, Managers in connection with any dispute or proceeding to which the Board or the Committee or any such Manager may be a party, or in which any Manager may become involved by reason of his or her being or having been a Manager at the time such expenses are incurred, unless the Manager 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 approves such settlement and reimbursement as being for the Association's and the Committee's best interest. The above described right of indemnification shall not be exclusive of all other rights to which any Manager may be entitled, but shall be in addition to such other rights. The indemnification of the Managers 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 4.3.

V. COMMON PROPERTIES

5.1 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, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Developer may have, unto the Association, the Common Properties, Tract "C" is specifically not Common Properties. To have and to hold the Common Properties and in full ownership forever, 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. The Association has use of Guest Parking in Track C and the responsibility to maintain Guest Parking.

5.2 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 to publish and enforce rules governing the use of the Common Properties;
- (b) 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.

5.3 Use of Common Properties. The Common Properties are private property dedicated to the use of the Owners. Common Properties may not be used as a dumping place for grass clippings, limbs, and other refuse.

5.4 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 REPRESENTITIVES, 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 COMMITTEE, 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 REPRESENTITIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, DOES HEREBY ACKNOWLEDGE AND AGREE THAT (i) NEITHER THE DEVELOPER, THE COMMITTEE, THE ASSOCIATION, ANY OWNER, ANY FORMER OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE COMMON PROPERTIES, AND (ii) THE USE OF ANY 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.

VI. PARTY WALL PROVISIONS

6.1 General Rules of Law to Apply. Each wall that is built as part of the construction of the Homes in the Property and placed on the dividing line between the Lots shall constitute a party wall. To the extent not inconsistent with these Restrictions, the general laws of Louisiana law regarding party walls and the liability of property damage due to negligent or willful acts or omissions shall apply thereto.

6.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

6.3 Destruction by Fire of Other Casualty. If a party wall is destroyed or damaged by fire of other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the party wall may restore it and the Owner of the Lots on which the party wall is located shall contribute to the restoration costs in equal portions. However, such contribution shall not prejudice the right to call for a larger contribution under any applicable law regarding liability for negligent or willful acts or omissions.

6.4 **Right to Contribution Runs with Land.** The right of an Owner to contribution from any other Owner under this article shall run with the land and shall pass to such Owner's successors-in-title.

VII. INSURANCE

The Association's duties and responsibilities, and the rights and obligations of Lot owners and their mortgagees, with respect to insurance are as follows:

- a. The Association shall obtain insurance on the Old Goodwood Crossing Subdivision, including the property and improvements thereon. The Property includes the Common Property and Lots including homes against property loss or damage by fire and other casualties and hazards covered by a standard extended coverage endorsement with respect to Property and the use thereof, exclusive of land, excavation and foundations, including but not limited to vandalism and malicious mischief, in an amount not less than eight percent (80%) of the maximum insurable replacement value of the Property. The Association shall be given written notice of the insurance, including details as to the standard extended coverage thereof, and of any change therein, or termination thereof, to each Lot Owner. An appraisal of the Property to determine the insurance coverage required by this section shall be performed initially and at least once every three (3) years thereafter. All insurance policies covering the Property shall be purchased by the Association for the benefit of the Association and the Lot Owners and their mortgagee as their respective interests may appear and, upon request, provisions shall be made for the insurance of mortgagee endorsements to the mortgagees of the Lot Owners. Each Lot Owner and his mortgagee, if any, shall be beneficiary even though not named. The Developer will maintain Builder's Risk insurance on all homes under construction and completed homes not conveyed to a Lot Owner. The Developer is excluded from the requirements outlined herein from insurance, except for common elements repairs Developer will pay his share.
- b. The Association shall not provide insurance coverage for the improvements installed in Lots by Lot Owners, and nothing herein shall prevent a Lot Owner from obtaining insurance for his own benefit; the Association shall be an additional insured under insurance coverage obtained by the Lot Owner protecting his Lot and improvements against property loss or damage by fire and other casualties.

- c. The Association shall obtain comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors of the Association, but not less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Property; however, nothing herein shall prevent a Lot Owner from obtaining insurance for his own benefit.

- d. In case of fire or any other disaster, the insurance indemnity shall be applied to the reconstruction and repair of damaged property, after notification of such casualty loss is given to mortgagees, in such a manner as not to prejudice the mortgagee of any duly recorded mortgage of any of the Lots; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have the right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Lot Owner and mortgagee pursuant to the provisions of this Declaration. Should it be proper to proceed with reconstruction and repair, the Association shall take charge and handle it pursuant to the authority granted by this Declaration, and the Articles of Incorporation and the duly promulgated Bylaws of this Association. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Lot Owners and their mortgagees being payable jointly to them.

- e. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the cost of reconstruction and repair are insufficient, assessments shall be made against the Lot Owners who own the damaged Lots, and against all Lot Owners in the case of damage to common elements; in sufficient amounts to provide funds for the payment of those costs. Such assessments against Lot Owners for the damage to Lots shall be in proportion to the cost of reconstruction and repair of their respective Lots. Such assessments on account of damage to common elements shall be in proportion to the Lot Owner's undivided share of common elements.

- f. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original Lot; or if not, then according to plans and specifications approved by the Board of Directors of the Association.
- g. Reconstruction and repair of the Property and Lots shall be compulsory, unless twenty eight of the total thirty five Lots vote not to reconstruct or repair. In the event of a total or partial condemnation or damage to a Lot, the Association acting through its Board of Directors shall notify the holder of a first mortgage.
- h. The Association shall obtain such worker's compensation coverage as may be required by law.
- i. The Association shall obtain such other insurance as its Board of Directors may from time to time deem to be necessary.
- j. Premiums upon insurance policies by the Association shall be paid as a common expense and assessed to each Lot Owner as his respective interest in the common elements may appear.
- k. All insurance policies purchased by the Association shall provide that all proceeds paid as a result of the property loss or damage shall be paid to the Association in trust for the purposes and parties as set forth herein. Proceeds shall be distributed in accordance with Article VII below.
- l. The Association is irrevocable appointed agent for each Lot Owner and his mortgagee or other lien holder upon any Lot and for each Owner of any other interest in the Property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of such claim. If the damage is only to those parts of one Lot for which the responsibility of maintenance and repair is that of the Lot Owner, then the Lot Owner shall be responsible for the reconstruction and repair after casualty shall be that of the Association, as set forth in Article VIII below.
- m. All insurance policies purchased by the Association shall contain a waiver of the insurer's right to subrogation under its insurance policy against any Lot Owner or members of his household and, if at the time of loss under the Association's policy there is other insurance in the name of the Lot Owner covering the same property covered by the Association's policy, the Association's policy shall be primary insurance not contributing with other insurance.

VIII. RECONSTRUCTION AND REPAIR

The Association's duties and responsibilities, and the rights and obligations of Lot Owners and their mortgagees, with respect to reconstruction and repair of Common Properties and Lots after casualty, are as follows:

- a. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original building; or if not, then according to plans and specifications approved by the Board of Directors of the Association.
- b. Reconstruction and repair of Common Properties and Lots shall be compulsory, unless twenty eight of the total thirty-five Lots vote not to reconstruct or repair.

IX. ASSESSMENTS

9.1 Creation of Assessment. 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) quarterly Lot assessments, (b) special Lot assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The quarterly assessments, and special assessments shall include such interest thereon and costs of collection thereof as hereinafter provided. The obligation to pay each such assessment, together with the interest thereon and costs of collection thereof as hereinafter provided, 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 fell due.

9.2 Purpose of Assessment. Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association.

9.3 Quarterly Lot Assessments. The Owner of each Lot subject to these Restrictions shall pay a quarterly Lot assessment to the Association, which shall be due and payable on the first day of each quarter for purposes of these Restrictions. The amount of the quarterly Lot assessment will be fixed by the Association and used to pay the cost of providing the insurance, maintenance, common insurance and repair obligations of the Association for Lot exteriors and Common Properties, and pay taxes and utility costs for the Common Properties. The initial quarterly Lot assessments shall be established by the Association.

9.4 Special Lot Assessments. In addition to the other assessments provided for in these Restrictions, the Association may levy in any calendar year, the Association may make special Lot assessments against

the Owners of Lots for the costs of maintenance and repair of Lot exterior if quarterly Lot assessments reserves are insufficient. Any such special Lot assessment shall have the approval of two-thirds (2/3) of the votes of the Lot Owners voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all owners of Lots at least thirty (30) days in advance and shall set forth the purpose of the meeting. In the event Lot assessments are not approved, the obligation of the Association to maintain Lot exteriors under these Restrictions shall be limited to the use of such funds as the Association has on hand from quarterly Lot assessments and prior Lot special assessments.

9.5 Change in Quarterly Lot Assessments. The Association may change the amount of the quarterly Lot assessment fixed by Sections 9.3. Unless otherwise specified by the Association, any change shall become effective as of the first quarter following the quarter in which the change is approved and for all quarters thereafter until changed again. Any change in the amount of the quarterly assessment shall have the approval of two-thirds (2/3) of the votes of the Lot Owners 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 members of the Association at least thirty (30) days in advance and shall set forth the purpose of the meeting.

9.6 Quorum for any Action Authorized Under Sections 9.4 and 9.5. The quorum required for any meeting convened to authorize the action described in Sections 9.4 and 9.5 hereof shall be as follows: At the first meeting called for such purpose, as provided in Sections 9.4 and 9.5 hereof, the presence at the meeting of the members of the Associations, or of proxies, entitled to cast sixty percent (60%) of all the votes (by Lot) of the members of the Association 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 requirement set forth in Sections 9.4 and 9.5, 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 9.6.

9.7 Duties of the Board of Directors Regarding Assessments. The Board of Directors of the Association shall cause written notice of each assessment to be mailed to every Owner and member of the Association subject thereto at least fifteen (15) days prior to the due date of each assessment, notice being complete upon mailing. The Association shall upon demand at any time furnish to any Owner or member of the Association liable for said assessment a certificate in writing signed by an officer of the

Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment there stated to have been paid.

9.8 Effects of Non-Payment of Assessment. If any assessment, or other charge or expense set forth in these Restrictions, 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, charge or expense is to be a real obligation running with each Lot and shall bind such property in the hands of the 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 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, charge or expense is not paid within thirty (30) days after the due date, the assessment, charge or expense shall bear interest from the date of delinquency at the rate at 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, charge or expense becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for EBR Parish, Louisiana, identifying the nature and amount of the assessments, charges or expenses which have not been paid, a description of the Lot or Lots for which the 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, charge or expense. 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, charges or expenses together with legal interest thereon from the date due and reasonable attorney's fees.

9.9 Exempt Property. The following property subject to these Restrictions shall be exempt from any and all assessments, charges and liens created herein or subsequently imposed in accordance herewith:

- (a) all Lots or other property owned by either the Developer or any initial grantee of the Developer

that purchases or has a contract or option to purchase all of the Lots in the Property or all of the Lots for a building, for as long as the Developer or such initial grantee owns the Lot and maintain builders risk insurance after construction commences or the Lot maintain the grounds prior to construction;

- (b) any part of the property dedicated to and accepted by the local public authority and devoted to public use; and
- (c) the Common Properties.

9.10 Additional Rights of Mortgagees Notice The Board of Directors of the Association shall promptly notify the holder of the first mortgage on any Lot for which any assessment levy pursuant to this Declaration, or any installment thereof, becomes delinquent for a period in excess of 60 days and the Board of Directors shall promptly notify the holder of the first mortgage on any Lot with respect to which any default in the provisions of this Declaration remains uncured for a period in excess of 60 days following the date of such default.

X. PROTECTIVE COVENANTS

10.1 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 or temporary storing areas or commercial business. Apartment houses and lodging houses are prohibited. Not more than one single-family residence 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.

10.2 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.

10.3 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. Additionally, each Owner shall furnish landscape maintain access to all exterior areas of the Lot and other Lots within the same townhouse building(s).

10.4 Garage Doors. All garage doors of each Lot shall remain closed at all times except when a vehicle is in the immediate process of entering or exiting the garage.

10.5 Garages. No garage may be used as living quarters.

10.6 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 Committee. 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 Committee 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 electric devices will not be allowed to be placed in any location visible from any street or other Lot. No above ground outside utility poles or flagpoles (except for temporary flagpoles) shall be allowed without the prior written consent of the Committee. 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 Committee and shall be designed to minimize the intrusion of such lighting or sound onto other Lots. Any standards and restrictions adopted by the Committee with respect to these items shall be final and not subject to review.

10.7 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.

10.8 Exterior Materials and Colors. The exterior of the residence and all accessory buildings shall be constructed of stucco, synthetic stucco (Dryvit or equal), brick or siding approved by the Committee. All siding must be wood or synthetic single board lap siding subject to the approval of the Committee. Imitation stone, imitation brick, lava rock, vinyl, and aluminum are expressly prohibited.

10.9 Window Coverings. No foil, sheets, reflective materials, papers, blankets, towels, 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 to not detract from the exterior of the building. Screens on windows should be submitted with plans for approval. If screens or blinds are added to windows after completion of the residence, all details and locations must be submitted to Committee for approval, prior to installation.

10.10 Window Mounted Climate Control Units. Window mounted air-conditioning or heating units may not be used.

10.11 Skylight and Solar Collectors. Solar-collectors are not permitted.

10.12 Auxiliary Buildings. No prefab or constructed freestanding auxiliary building or structures shall be permitted on any Lot.

10.13 Lot Maintenance. Except to the extent of maintenance provided by the Association, each Owner shall be responsible for maintaining the Owner's Lot (including, without limitation, the residence and the driveway) in good repair and in a clean and orderly fashion at all times and shall keep the Lot clean of trash, rubbish, or garbage.

10.14 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior consent of the Committee. 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.

10.15 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.

10.16 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.

10.17 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 or any of the Common Properties. 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 therefore may be kept on Lots ONLY if housed completely within a garage and no automobile or truck shall be kept outside the garage to accommodate above items in the garage.

10.18 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. Each owner shall park in totally enclosed garages equipped with garage doors. All automobiles owned or used by Owners or occupants of any structure located on any Lot (other than temporary guests and visitors) shall be parked in garages. No vehicle shall be parked on any street and/or in Guest Parking in front of residences on a frequent, regular or permanent basis. 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 or within any portion of the Common Properties, except within enclosed garages.

10.19 Common Areas. Nothing shall be altered or constructed in or removed from the Common Areas as shown on the Final Plat, except upon the written consent of the Board. There shall be no storage or obstructions placed or parking on any Common Area, excepting those as delineated on the Final Plat, without the prior written consent of the Board. Lot Owners shall not be permitted to alter any fence constructed or maintained by the Association. No objects may be placed in a manner that interferes with the appearance, use or maintenance of these fences.

10.20 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. Pet Owners are responsible for cleaning any fouling of walks or other Common Areas.

10.21 Gardening. No Lot or Common Area 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.

XI. RIGHTS OF THE DEVELOPER

11.1 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 or and Common Properties, 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.

11.2 Improvements and Changes. The Developer shall have the right, but not the obligation, to make improvements and changes to all Common Properties and to all Lots owned by the Developer, including, without limitation, (i) installation and maintenance of any improvements in and to the Common Properties, (ii) changes in the location of the boundaries of any Lots owned by Developer or of the Common Properties, (iii) installation and maintenance of any utility systems and facilities, and (iv)

installation of security and/or refuse facilities.

11.3 Additional Common Properties. The Developer reserves for itself, its successors and assigns the right, but shall not have the obligation, to convey, without warranty, to the Association at any time from time to time, as an addition to the Common Properties, either full ownership or a perpetual servitude of use, such property owned by the Developer as it, in its discretion, shall choose.

11.4 Control by the Developer. Any other language or provision to the contrary in these Restrictions or the Articles of Incorporation or Bylaws 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 ninety (90) percent of the Lots are conveyed by the Developer. 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 11.4. Within a reasonable time after the right to appoint and remove directors and officers of the Association passes to the Owners of Lots in Old Goodwood Crossing Subdivision whose restrictions are administered by the Association (including, without limitations, 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 on or behalf of the Association during such period and which the Developer has in its possessions.

11.5 Amendments by the Developer. Developer, acting alone and at any time during his control of Association, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk of Courts 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 11.5.

11.6 Additional Property. The Developer shall have the right to add 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 of Court 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, except architectural control of the additional property remains with the Owner of the additional property until conveyance of additional property to a third party Owner after occupancy permit of improvements on the additional property, and the Association will serve the same functions for the additional property.

11.7 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 of Courts for EBR 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.

XII. GENERAL PROVISIONS

12.1 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, constructed, 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.

12.2 Knowing Violation of Restrictions. In the event of a knowing or intentional violation of these Restrictions or in the event of 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.

12.3 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.

12.4 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 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 during his control of Association, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk of Courts for EBR 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.

12.5 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.

12.6 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 doing so 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.

12.7 Subordination of Certain Real Obligations, Liens and Privileges to Mortgages. The obligation to pay assessments, charges, expenses, fines, penalties and associated costs and fees set for the in these Restrictions, 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 Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk of Courts for EBR Parish, Louisiana. This subordination shall apply only to the assessments,

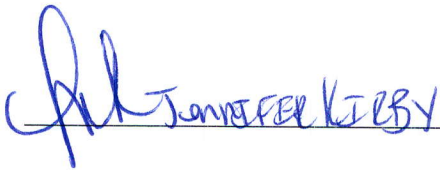
charges, expenses, fines, and penalties which have become due and payable prior to a judicial sale, *dation en paiement*, or other similar proceeding or act in lieu of foreclosure resulting in a transfer of the mortgaged Lot. Such a transfer shall not relieve the transferee or the Lot from the personal and real obligations to pay assessments, charges, expenses, fines and penalties arising after such a transfer or any lien or privilege granted to secure payment thereof by these Restrictions or any provision of law.

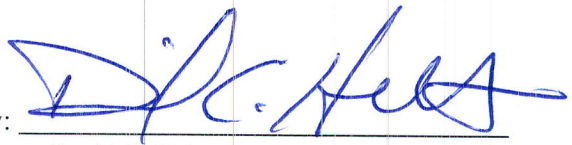
12.8 Severability. Invalidation of any one of the provisions of these Restrictions by judgment or court order shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.

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

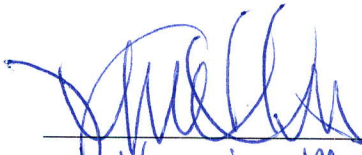
WITNESSES:

OLD GOODWOOD CROSSING CORP.



By: 

David C. Hebert, President

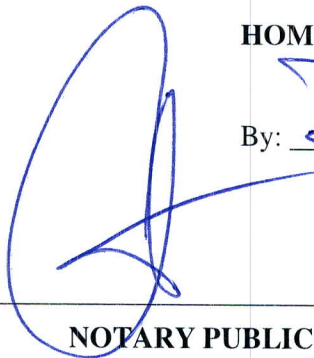


Veronica Mathis

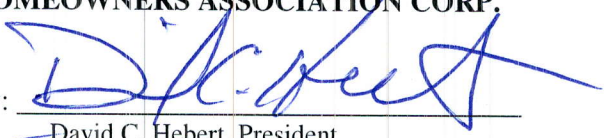
By: 

Terry V. Hebert, Director

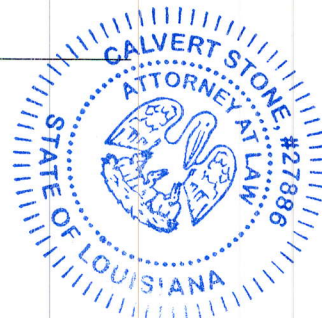
**OLD GOODWOOD CROSSING
HOMEOWNERS ASSOCIATION CORP.**



NOTARY PUBLIC

By: 

David C. Hebert, President



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

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY
BY Erin Pitt
RECORDER

Private Stormwater Quality Best Management Practice Maintenance Covenant

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

THIS MAINTENANCE COVENANT made and entered into this 5 day of June, 2018, by and between Goodwood Crossing Corporation, hereinafter designated as Developer/Owner and the City of Baton Rouge and Parish of East Baton Rouge, Department of Public Works,

The Developer/Owner has developed Lot/Tract 1-357CA1 of Old Goodwood Crossing Townhomes Subdivision (the "Property") and has received construction plan and/or site plan approval from the Department of Public Works for site improvements to be constructed therein.

After completion of the site construction and prior to acceptance or final occupancy of the development or building, the Developer/Owner agrees to provide a **Schedule of Maintenance** for the constructed Best Management Practices as recommended in the approved Water Quality Impact Study (WQIS) and/or Stormwater Management Plan (SMP). This Schedule of Maintenance shall be attached and recorded as part of this maintenance covenant.

It is hereby agreed by and between the Developer/Owner and the **City of Baton Rouge and Parish of East Baton Rouge, Department of Public Works** that the Developer/Owner his heirs, successors, assigns, or subsequent owners hereby agrees that he will keep the private BMP's maintained by him in said development in good working and functional condition according to the attached *Schedule of Maintenance*. In the event of BMP failure, if prompted by the Department of Public Works the Developer/Owner shall rehabilitate, repair or replace the BMP to bring it to its intended functional condition.

Additionally, this covenant is to be recorded in the conveyance records with the Clerk of Court of East Baton Rouge Parish. A certified true copy with recording data and filing date shall be furnished to the Inspection Division prior to final occupancy of the building. The owner and all subsequent owners of the above said property shall make reference to this covenant and its recordation in any sale of said property.

IN WITNESS WHEREOF, these presents have been signed in the presence of the undersigned competent witnesses, at Baton Rouge, LA, on this 2 day of August, 2018.

WITNESSES:

Blasquez

DEVELOPER/OWNER

BY:

D. R. Heist

Name of Developer/Owner: Goodwood Crossing Corp.

Address: 12234 E. Sheraton Ave

City, State: Baton Rouge, LA 70815