

DECLARATION OF COVENANTS AND RESTRICTIONS OF  
**BRANDON HOLLOW II, FIRST FILING**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 20<sup>th</sup> day of April, 1992, Before Me, R. J. Calongne, Jr., Notary Public in and for East Baton Rouge Parish, Louisiana, personally came and appeared:

**DONALD J. GRANT** and **COLLEEN REEB GRANT**, nee Reeb, married to and living with each other, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be 10823 North Oak Hills Parkway, Baton Rouge, Louisiana 70810;

having executed the DECLARATION COUNTERPART attached hereto and made a part hereof, as declarants, who, together with the other declarants who have executed each DECLARATION COUNTERPART attached hereto and made a part hereof, do respectively hereby submit the immovable property described hereinafter (their respective property being described on each DECLARATION COUNTERPART) to this declaration, each such declarant being hereinafter called "Declarant", who, after being duly sworn declared:

WHEREAS, Declarant is the owner of the immovable property hereinafter described in this Declaration and desires to create thereon a residential subdivision with permanent open spaces and other common facilities for the benefit of the said subdivision; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said subdivision and for the maintenance of said common facilities; and to this end, desires to subject the immovable property more particularly hereinafter described, together with such additions as may hereafter be made thereto (as is also hereinafter described) to the covenants, restrictions, servitudes, charges, liens and privileges hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said subdivision, to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Louisiana, as a non-profit corporation, the **BRANDON HOLLOW II TOWNHOME ASSOCIATION, INC.**, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares and submits that the following described property shall be held, sold and conveyed subject to the following servitudes, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the immovable property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

Seventeen (17) certain lots or parcels of ground, together with all buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision thereof known as **ESSEN PLAZA NORTH**, and being designated according to the official map of said subdivision prepared by Robert L. Breaux, R.L.S., dated September 17, 1981, a copy of which is on file and of record in the Office of the Clerk and Recorded for the said Parish and State, as **LOTS NUMBERS A-TWO (A-2), A-THREE (A-3), B-ONE (B-1), B-THREE (B-3), C-ONE (C-1), C-TWO (C-2), C-THREE (C-3), TWO (2), THREE (3), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TWELVE (12), FIFTEEN (15), SIXTEEN (16) and EIGHTEEN (18)**, said subdivision, said lots having such measurements, dimensions, servitudes and building setbacks as indicated on the said map;

together with the Lot Owners' interest in the Common Areas of Essen Plaza North Subdivision and the Essen Plaza North Subdivision Association.

## Article 1

### Definitions

1.1 **Association.** "Association" shall mean and refer to the **BRANDON HOLLOW II TOWNHOME ASSOCIATION, INC.**, its successors and assigns.

1.2 **Owner.** "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title in full ownership to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 **Properties.** "Properties" shall mean and refer to that certain immovable property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or made subject to this Declaration.

1.4 **Common Area.** "Common Area" shall mean all immovable property, together with all improvements thereon, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows, to-wit:

All of that property, together with the buildings and improvements thereon, hereinabove dedicated and submitted to these servitudes, restrictions, covenants and conditions,

#### LESS AND EXCEPT:

Sixty-eight (68) certain lots or parcels of ground, together with all buildings, improvements and appurtenances thereon situated in that subdivision of the Parish of East Baton Rouge, State of Louisiana, known as **BRANDON HOLLOW II SUBDIVISION, FIRST FILING**, designated on the final plat of said subdivision as prepared by Engineering Services & Planning, Inc., Consulting Engineers, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, which plat is of record in the Official Records for the Parish of East Baton Rouge, State of Louisiana, said lots being designated on said plat as **LOTS NUMBERS 1-2-A (A-2-A), A-2-B (A-2-B), A-2-C (A-2-C), A-2-D (A-2-D), A-3-A (A-3-A), A-3-B (A-3-B), A-3-C (A-3-C), A-3-D (A-3-D), B-1-A (B-1-A), B-1-B (B-1-B), B-1-C (B-1-C), B-1-D (B-1-D), B-3-A (B-3-A), B-3-B (B-3-B), B-3-C (B-3-C), B-3-D (B-3-D), C-1-A (C-1-A), C-1-B (C-1-B), C-1-C (C-1-C), C-1-D (C-1-D), C-2-A (C-2-A), C-2-B (C-2-B), C-2-C (C-2-C), C-2-D (C-2-D), C-3-A (C-3-A), C-3-B (C-3-B), C-3-C (C-3-C), C-3-D (C-3-D), TWO-A (2-A), TWO-B (2-B), TWO-C (2-C), TWO-D (2-D), THREE-A (3-A), THREE-B (3-B), THREE-C (3-C), THREE-D (3-D), SIX-A (6-A), SIX-B (6-B), SIX-C (6-C), SIX-D (6-D), SEVEN-A (7-A), SEVEN-B (7-B), SEVEN-C (7-C), SEVEN-D (7-D), EIGHT-A (8-A), EIGHT-B (8-B), EIGHT-C (8-C), EIGHT-D (8-D), NINE-A (9-A), NINE-B (9-B), NINE-C (9-C), NINE-D (9-D), TWELVE-A (12-A), TWELVE-B (12-B), TWELVE-C (12-C), TWELVE-D (12-D), FIFTEEN-A (15-A), FIFTEEN-B (15-B), FIFTEEN-C (15-C), FIFTEEN-D (15-D), SIXTEEN-A (16-A), SIXTEEN-B (16-B), SIXTEEN-C (16-C), SIXTEEN-D (16-D), EIGHTEEN-A (18-A), EIGHTEEN-B (18-B), EIGHTEEN-C (18-C), and EIGHTEEN-D (18-D)**, said **BRANDON HOLLOW II SUBDIVISION, FIRST FILING**; said lots having such measurements and dimensions as shown on said map.

1.5 **Lot.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

1.6 **Declarant.** "Declarant" shall mean and refer to the Declarant (whether singular or multiple) first mentioned hereinabove, its successors and assigns if such successors or assigns shall acquire more than one (1) undeveloped Lot from the Declarant (or any one of them if

multiple) for the purpose of development.

## Article 2

### Property Rights

2.1 Owner's Servitudes of Enjoyment. Every Owner shall have a right and servitude of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any;

(b) the right of the Association to suspend the voting rights and rights to the usage of the recreational facilities by any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, however, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded; and

## Article 3

### Membership and Voting Rights

3.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 The Association shall have two (2) classes of voting membership, namely:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) Class A vote be cast with respect to any Lot.

(b) Class B. The Class B members shall be the declarant, including any assignees thereof, and shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) after two (2) years following the date of this Declaration.

## Article 4

### Covenant for Maintenance Assessments

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a conveyance therefor, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to pay to the Association both annual assessments or charges, and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments and, if delinquent, together with interest, costs, and reasonable attorney's fees of not less than \$100.00, shall be

a charge on the land and shall be a continuing lien and privilege upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees of not less than \$100.00, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not, however, pass to an Owner's successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and of the homes situated upon the Properties.

4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be THREE HUNDRED SIXTY AND NO/100 (\$360.00) DOLLARS per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and movable property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 of this Declaration shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty (60%) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.7 Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the said Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of

1st 10 people  
2nd 5  
3rd 3

the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.8 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

4.9 Subordination of the Lien to Mortgages. The lien and privilege of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien and privilege of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien and privilege thereof.

4.10 Other Exempt Property. All Properties dedicated to and accepted by a local public authority and all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Louisiana shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

## Article 5

### Exterior Maintenance and Utilities

5.1 In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. The Association shall maintain all underground sanitary, fresh water service and storm drainage systems situated in or upon the property subject to this Declaration.

5.2 In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the tenants, lessees, family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

5.3 The Association shall pay all charges for utilities serving the Common Area and the expenses for same shall be subject to assessment hereunder. Lot Owners shall each be responsible for all utilities serving their respective Lots. In the event that more than one (1) Lot is served by any water, gas, electricity or other utilities, sharing, for example, a common meter, each such Lot Owner shall pay an equal share of the expenses for same, the same to be annexed as an extra assessment to those Lot Owners. Likewise, in the event that more than one (1) Lot shares any expense common to the building shared by such Lots, sharing, for example (and merely by way of illustration), the expense for treating the building for termites, each such Lot Owner shall pay an equal share of the expenses for same, the same to be annexed as an extra assessment to those Lot Owners.

## Article 6

### Party Walls

6.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply to same.

6.2 Sharing of Repair and Maintenance. 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.

6.3 Destruction by Fire or Other Casualty. 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 Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

6.4 Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

6.5 Right to Contribution Runs With Land. 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.

6.6 Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

#### Article 7

##### Architectural Control

7.1 No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by said Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and the provisions of this Section will be deemed to have been fully complied with.

7.2 The Association and each Lot Owner will be subject to the provisions of any and all restrictive covenants of record affecting the property which is subject to the provisions of this Declaration. Mention of same herein is not intended to operate as a reimposition of any provision of any such restrictive covenants.

#### Article 8

##### General Provisions

8.1 Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, privileges and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The covenants and restrictions imposed hereby shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns.

8.2 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8.3 **Discrepancies.** In case of discrepancy between any provision of this Declaration with any provision of the Articles of Incorporation of the Association or its Bylaws, Resolutions, or Rules and Regulations, the provisions of this Declaration shall control.

8.4 **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive terms of ten (10) years. This Declaration may be amended during the first twenty (20) year term by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any such amendment must be recorded in the Official Records for the parish in which the Properties are situated.

8.5 **Annexation.** Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

8.6 **FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration, namely: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

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

8.8 **Number and Gender.** As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter, as proper context requires.

8.9 **Sanitary Sewer Maintenance.** The city parish is responsible only for the maintenance of the sanitary sewer lines which are located within the public servitudes.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal, before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on the date first above written.

WITNESSES:

Public Smith

Wm B. Kelly

Donald J. Grant  
DONALD J. GRANT

Colleen Reeb Grant  
COLLEEN REEB GRANT

R. J. Calongne, Jr.  
R. J. Calongne, Jr.  
Notary Public

Prepared By:

R. J. CALONGNE, JR.  
Attorney at Law  
Louisiana Bar Roll No. 3803  
Florida Bar Roll No. 843466  
7914 Wrenwood Boulevard, Suite A  
Baton Rouge, Louisiana 70809  
Telephone: (504) 924-0241  
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**AMENDMENTS TO  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BRANDON HOLLOW II, FIRST FILING**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 5 day of August, 1992, before me, William T. Adcock, Notary Public, duly commissioned in and for the Parish and State aforesaid, personally came and appeared:

**DONALD J. GRANT and COLLEEN KEEB GRANT**, born Keeb, married to and living with each other, domiciled in the Parish of East Baton Rouge, State of Louisiana, whose mailing address is declared to be 10823 North Oak Hills Parkway, Baton Rouge, LA 70810;

and

**CLARK W. TAYLOR, INC.**, a Louisiana corporation having its principal place of business in the Parish of East Baton Rouge, State of Louisiana; herein represented by its duly authorized agent Clark W. Taylor;

and

**SHIRLEY DVORAK TAYLOR**, born Dvorak, a competent major domiciled in the Parish of East Baton Rouge, State of Louisiana, married to and living with, but being separate in property from Clark W. Taylor;

who, after being duly sworn, did depose and say:

That they, collectively, are more than 90% of the lot owners in Brandon Hollow II, First Filing, and in accordance with the provisions of Sec. 8.4 of the Declaration of Covenants and Restrictions of Brandon Hollow II, First Filing, of record in the official records of the Parish of East Baton Rouge, State of Louisiana as Original \_\_\_\_\_, Bundle \_\_\_\_\_.

They do hereby amend said Declaration of Covenants and Restrictions of Brandon Hollow II, First Filing by amending Paragraph 4.3, as follows:

4.3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be SEVEN HUNDRED TWENTY AND NO/100 (\$720.00) DOLLARS per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.



Parties further amend the Declaration of Covenants and Restrictions of Brandon Hollow II, First Filing, by adding an additional article to be numbered Article 9, entitled Insurance, as follows:

#### Article 9

#### Insurance

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

9.1. The Association shall obtain insurance on the property against property loss or damage by fire or other casualties and hazards covered by the standard extended coverage endorsement with respect to condominium property and the use thereof, exclusive of land, excavation and foundations, including but not limited to vandalism and malicious mischief, and flood insurance to the extent required, in an amount not less than one hundred percent (100.0%) of the maximum insurable replacement value of the condominium property. The Association shall give 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. All insurance policies covering the property shall be purchased by the Association for the benefit of the Association and the Lot Owners and their mortgagees as their respective interests may appear and, upon request, a provision shall be made for the insurance of mortgage endorsements to the mortgagees of the Lot Owners. Each Lot Owner and its mortgagee if any, shall be a beneficiary even though not named.

9.2. The Association shall not provide insurance coverage for the improvements installed by the 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 unit and improvements against property loss or damage by fire and other casualties.

9.3. The Association shall obtain comprehensive general liability insurance, including medical payments insurance, providing for coverage of not less than \$1,000,000.00 for bodily injury and property damage per occurrence, 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.

9.4. The Association shall obtain such other insurance as its Board of Directors from time to time deem to be necessary.

9.5. Premiums for insurance policies by the Association shall be paid by the Association as a common expense and assessed to each Lot Owner as his respective interest in the elements may appear.

9.6. 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.

9.7. The Association is irrevocably appointed agent for each Lot Owner and his mortgagee or other lien holder upon any unit and for each owner of any other interest in the condominium property or any property in which the Association has an interest, to adjust all claims arising under insurance policies purchased by the Association, and 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 for maintenance and repair is that of the Lot Owner, then the Lot Owner shall be responsible for the reconstruction and repair after casualty; and in all other instances, the responsibility of reconstruction and repair shall be that of the Association.

9.8. All insurance policies purchased by the Association shall contain a waiver of the insurers right to subrogation under its insurance policy against any Lot Owner or members of its household and, if at any time the laws under the Associations 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 the other insurance.

IN WITNESS WHEREOF, the undersigned, being the Appearance has set their hand and seal, before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana, on the date first above written.

WITNESSES:

*William T. Adcock*  
*Colleen Rees Grant*

*Donald J. Grant*  
DONALD J. GRANT  
*Colleen Rees Grant*  
COLLEEN REES GRANT

CLARK W. TAYLOR, INC.

*Clark W. Taylor*  
CLARK W. TAYLOR, JR.

*Shirley Dvorak Taylor*  
SHIRLEY DVORAK TAYLOR

*William T. Adcock*  
WILLIAM T. ADCOCK, Notary Public

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FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA.

1993 MAY 11 PM 12:20:14  
FTL BK FOLIO

DOUG WELBORN  
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY  
BY

DEPUTY CLERK & RECORDER

**DECLARATION COUNTERPART  
 ADDENDUM TO THE  
 DECLARATION OF COVENANTS AND RESTRICTIONS OF  
 BRANDON HOLLOW II, FIRST FILING**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**BE IT KNOWN BY THESE PRESENTS THAT:**

**BRANDON HOLLOW II TOWNHOME ASSOCIATION, INC.**, a Louisiana corporation having its registered office and domicile in the Parish of East Baton Rouge, Louisiana, appearing herein through its undersigned duly authorized agent, whose mailing address is declared to be 10623 North Oak Hills Parkway, Baton Rouge, Louisiana 70810;

(hereinafter called "Apparor", whether singular or plural), who after first being sworn did depose and state that Apparor is the owner of the following property, to-wit:

The Common Area of **BRANDON HOLLOW II, FIRST FILING**, East Baton Rouge Parish, Louisiana;

and, as such, the same being a portion of the property which is subject to the Declaration to which this **DECLARATION COUNTERPART** is annexed, join(s) with each other Declarant who has executed such **DECLARATION COUNTERPART** attached to same, and consent(s) to the provisions of the Declaration to which this is annexed.

**THIS DONE AND SIGNED** before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on this 20<sup>th</sup> day of April, 1999.

**WITNESSES:**

**BRANDON HOLLOW II TOWNHOME ASSOCIATION, INC.**

*Debbie Smith*

By: *Donald J. Carney*  
**DONALD J. CARNEY**

*Wm B. Betty*  
*[Signature]*

**K. F. Gilman, Jr.**  
 Notary Public

**Prepared By:**

**R. J. CARROLL, JR.**  
 Attorney at Law  
 Louisiana Bar No. 3090  
 Florida Bar No. 00000  
 7014 Woodward Boulevard, Suite A  
 Baton Rouge, Louisiana 70800  
 Telephone: (225) 384-0511  
 Fax: (225) 384-0500

**DECLARATION COUNTERPART  
ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BRANDON HOLLOW II, FIRST FILING**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN BY THESE PRESENTS THAT:

JOSEPH W. BIRSE, JR. and EUSUICE CONDON BIRSE, nee Condon, married to and living with each other, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be c/o Lee Lambert, 11880 Chesapeake Avenue, Baton Rouge, Louisiana 70814;

(hereinafter called "Apparar", whether singular or plural), who after first being sworn did depose and state that Apparar is the owner of the following property, to-wit:

**LOT 15-A, LOT 15-B, LOT 15-C and LOT 15-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT 15, KIRKEN PLAZA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana;**

and, as such, the same being a portion of the property which is subject to the Declaration to which this DECLARATION COUNTERPART is annexed, join(s) with each other Declarant who has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on this 20 day of April, 1999.

WITNESSES:

Dellie Smith  
Joseph W. Birse Jr  
Joseph W. Birse Jr  
Eusuisse Condon Birse  
Eusuisse Condon Birse  
[Signature]  
Notary Public

Prepared By:

**R. J. CALDWELL, JR.**  
Attorney at Law  
Louisiana Bar No. 3640  
Parish Bar No. 28249  
7514 Woodland Boulevard, Suite A  
Baton Rouge, Louisiana 70809  
Telephone: (225) 384-0941  
Fax: (225) 384-0549

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DECLARATION COUNTERPART

ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF

BRANDON HOLLOW II, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN BY THESE PRESENTS THAT:

CLARK W. TAYLOR and SHIRLEY DVORAK TAYLOR, nee Dvorak, married to and living with each other, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be 10124 Jefferson Highway, Baton Rouge, Louisiana 70806;

(hereinafter called "Apparor", whether singular or plural), who after first being sworn did depose and state that Apparor is the owner of the following property, to-wit:

LOT A-2-A, LOT A-2-B, LOT A-2-C and LOT A-2-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT A-2, EBBEN PLAZA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana;

and, as such, the same being a portion of the property which is subject to the Declaration to which this DECLARATION COUNTERPART is annexed, join(s) with each other Declarant who has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on this 14<sup>th</sup> day of April, 1999.

WITNESSES:

Shelli A. Bell

Clark W. Taylor  
CLARK W. TAYLOR

Shirley Dvorak Taylor

Shirley Dvorak Taylor  
SHIRLEY DVORAK TAYLOR

E. J. Calogues, Jr.  
E. J. Calogues, Jr.  
Notary Public

Prepared By:

E. J. CALOGUES, JR.  
Attorney at Law  
Louisiana Bar Roll No. 3800  
Florida Bar Roll No. 44886  
7114 Woodward Boulevard, Suite A  
Baton Rouge, Louisiana 70806  
Telephone: (504) 384-0241  
Fax: (504) 384-0240

DECLARATION COUNTERPART  
ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BRANDON HOLLOW II, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN BY THESE PRESENTS THAT:

CLARK W. TAYLOR, INC., a Louisiana corporation organized and doing business under the laws of the State of Louisiana, represented herein by its duly authorized agent, Clark W. Taylor by virtue of the resolution of the Board of Directors which is on file and of record in the Official Records for the Parish of East Baton Rouge, Louisiana, as Original 701, Bundle 9742, whose mailing address is declared to be 10124 Jefferson Highway, Baton Rouge, Louisiana 70809;

(hereinafter called "Appearer", whether singular or plural), who after first being sworn did depose and state that Appearer is the owner of the following property, to-wit:

LOT B-1-A, LOT B-1-B, LOT B-1-C and LOT B-1-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT B-1, ESSEN PLAZA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana;

LOT B-2-A, LOT B-2-B, LOT B-2-C and LOT B-2-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT B-2, ESSEN PLAZA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana;

LOT C-2-A, LOT C-2-B, LOT C-2-C and LOT C-2-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT C-2, ESSEN PLAZA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana;

and, as such, the same being a portion of the property which is subject to the Declaration to which this DECLARATION COUNTERPART is annexed, join(s) with each other Declarant who has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on this 12 day of April, 1992.

WITNESSED:

CLARK W. TAYLOR, INC.

Dellie A. Best

By: [Signature]  
CLARK W. TAYLOR

[Signature]

[Signature]  
E. J. Calogian, Jr.  
Notary Public

DECLARATION COUNTERPART  
ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BRANDON HOLLOW II, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN BY THESE PRESENTS THAT:

JAMES SIDNEY LAWTON and CHERYL NEWFIELD LAWTON, nee Newfield, married to and living with each other, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be 6224 Overton Drive, Baton Rouge, Louisiana 70808;

(hereinafter called "Apparor", whether singular or plural), who after first being sworn did depose and state that Apparor is the owner of the following property, to-wit:

LOT 2-A, LOT 2-B, LOT 2-C and LOT 2-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT 2, EBSEN PLAZA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana; and

LOT 14-A, LOT 14-B, LOT 14-C and LOT 14-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT 14, EBSEN PLAZA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana;

and, as such, the same being a portion of the property which is subject to the Declaration to which this DECLARATION COUNTERPART is annexed, join(s) with each other Declarant who has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on this 7<sup>th</sup> day of April, 1999.

WITNESSES:

James Sidney Lawton James Sidney Lawton  
JAMES SIDNEY LAWTON  
Cheryl Newfield Lawton Cheryl Newfield Lawton  
CHERYL NEWFIELD LAWTON  
Alan H. Faulk  
Notary Public

1

Prepared By:

R. J. CALDWELL, JR.  
Attorney at Law  
Louisiana Bar No. 2820  
Florida Bar No. 64946  
7914 Westwood Boulevard, Suite A  
Baton Rouge, Louisiana 70808  
Telephone: (225) 384-4241  
Fax: (225) 384-4240

DECLARATION COUNTERPART  
ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BRANDON HOLLOW II, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN BY THESE PRESENTS THAT:

HENRY JIMMY STONE and KATHERINE STROGER STONE, nee Strager, married to and living with each other, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be 1922 Roscoe Drive, Baton Rouge, Louisiana 70806;

(hereinafter called "Apparar", whether singular or plural), who after first being sworn did depose and state that Apparar is the owner of the following property, to-wit:

LOT C-2-A, LOT C-2-B, LOT C-2-C and LOT C-2-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT C-2, EBBEN PLAZA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana; and

LOT 9-A, LOT 9-B, LOT 9-C and LOT 9-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT 9, EBBEN PLAZA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana;

and, as such, the same being a portion of the property which is subject to the Declaration to which this DECLARATION COUNTERPART is annexed, join(s) with each other Declarant who has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on this 22<sup>nd</sup> day of April, 1972.

WITNESSES:

Mary Freeman Edwards Henry Jimmy Stone

Anna McCreedy Katherine Stroger Stone

W. Gilbert Faulk  
Notary Public

Prepared By:

R. J. CHASSIN, JR.  
Attorney at Law  
Louisiana Bar No. 2000  
Florida Bar No. 68646  
7914 Wymwood Boulevard, Suite A  
Baton Rouge, Louisiana 70809  
Telephone (504) 984-6941  
Fax: (504) 984-6540



**DECLARATION COUNTERPART**

**ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF**

**BRANDON HOLLOW II, FIRST FILING**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**BE IT KNOWN BY THESE PRESENTS THAT:**

**DONALD J. GRANT and COLLEEN REES GRANT, nee Reeb, married to and living with each other, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be 10823 North Oak Hills Parkway, Baton Rouge, Louisiana 70810;**

**(hereinafter called "Apparor", whether singular or plural), who after first being sworn did depose and state that Apparor is the owner of the following property, to-wit:**

**LOTS EIGHT-A (8-A), EIGHT-B (8-B), EIGHT-C (8-C), and EIGHT-D (8-D), BRANDON HOLLOW II, FIRST FILING, (formerly LOT EIGHT, BRUSH PLAZA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana;**

**and, as such, the same being a portion of the property which is subject to the Declaration to which this DECLARATION COUNTERPART is annexed, join(s) with each other Declarant who has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the provisions of the Declaration to which this is annexed.**

**THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on this 12th day of April, 1999.**

**WITNESSES:**

Debbie Smith

Donald J. Grant  
DONALD J. GRANT

Wm B. Kelly

Colleen Rees Grant  
COLLEEN REES GRANT

[Signature]  
**E. J. Orlowski, Jr.**  
Notary Public

**Prepared By:**

**E. J. ORLOWSKI, JR.**  
Attorney at Law  
Louisiana Bar No. 2009  
Florida Bar No. 02040  
7124 Woodland Boulevard, Suite A  
Baton Rouge, Louisiana 70802  
Telephone (504) 384-6241  
Fax (504) 384-6240

DECLARATION COUNTERPART  
ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BRANDON HOLLOW II, FIRST FILING

STATE OF GEORGIA

COUNTY OF DOUGLAS

BE IT KNOWN BY THESE PRESENTS THAT:

JOHN BILL MELLER and DOROTHY ANN CHARLES MELLER, nee Charles,  
married to and living with each other, domiciled in the County of  
Douglas, Georgia, whose mailing address is declared to be  
2881 Highway Road #W178, Douglasville, Georgia 30128;

(hereinafter called "Apparor", whether singular or plural), who after first being sworn did depose  
and state that Apparor is the owner of the following property, to-wit:

LOT A-2-A, LOT A-2-B, LOT A-2-C and LOT A-2-D, BRANDON HOLLOW II, FIRST  
FILING, (formerly LOT A-2, EBBEN FLAXA NORTH SUBDIVISION), East Eden  
Rough Patch, Louisa;

and, as such, the same being a portion of the property which is subject to the Declaration to  
which this DECLARATION COUNTERPART is annexed, join(s) with each other Declarant who  
has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the  
provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at  
Douglasville Ga. on this 14 day of April, 1998

WITNESSES:

[Signature]  
[Signature]

[Signature]  
[Signature]

[Signature]  
Notary Public 4/14/98

Prepared By:

R. J. CALDWELL, JR.  
Attorney at Law  
Louisa Bar Hall No. 2000  
Florida Bar Hall No. 24900  
7914 Woodwood Boulevard, Suite A  
Eden Rough, Louisa 7000  
Telephone (800) 924-0941  
Fax: (800) 924-0540

DECLARATION COUNTERPART  
ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BRANDON HOLLOW II, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN BY THESE PRESENTS THAT:

JERRY LAMONT GULLOT and ELISE SPEICHT GULLOT, nee Specht, married to and living with each other, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be Summer Pastures 13580 Damon Drive, Baton Rouge, Louisiana 70816; and

CLYDE JAMES GULLOT and FRANCESKA POSE GULLOT, nee Pose, married to and living with each other, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be Summer Pastures 13580 Damon Drive, Baton Rouge, Louisiana 70816;

(hereinafter called "Appearer", whether singular or plural), who after first being sworn did depose and state that Appearer is the owner of the following property, to-wit:

LOT C-1-A, LOT C-1-B, LOT C-1-C and LOT C-1-D, BRANDON HOLLOW II, FIRST FILING, formerly LOT C-1, KENNEDY PLAZA NORTH SUBDIVISION, East Baton Rouge Parish, Louisiana;

and, as such, the same being a portion of the property which is subject to the Declaration to which this DECLARATION COUNTERPART is annexed, jointly with each other Declarant who has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on this 6<sup>th</sup> day of April, 1992.

WITNESSES:

J. A. Boy  
Ronnie G. R. Boy  
James J. Hall  
Elise Speicht Gullot  
Charles James Gullot  
Franceska Pose Gullot  
W. Gilbert Faulk  
Notary Public

DECLARATION COUNTERPART  
ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BRANDON HOLLOW II, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN BY THESE PRESENTS THAT:

GEORGE F. WATERS, single, having been married once to Kathryn T. Waters from whom he is legally divorced, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be 8054 Sunnyside Avenue, Baton Rouge, Louisiana 70809;

(hereinafter called "Apparor", whether singular or plural), who after first being sworn did depose and state that Apparor is the owner of the following property, to-wit:

LOT 19-A, LOT 19-B, LOT 19-C and LOT 19-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT 12, EBSEN PLAZA NORTH SUBDIVISION, East Baton Rouge Parish, Louisiana;

and, in each, the same being a portion of the property which is subject to the Declaration to which this DECLARATION COUNTERPART is annexed, joint(s) with each other Declarant(s) who has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on this 6 day of April, 1992.

WITNESSES:

[Signature]

[Signature]  
GEORGE F. WATERS

Regina H. Roy

[Signature]  
Notary Public

Prepared By:

R. J. CALDWELL, JR.  
Notary Public  
Louisiana State Bar No. 28123  
Professional Fee No. 28123  
2712 Westbank Boulevard, Suite A  
Baton Rouge, Louisiana 70809  
Telephone (504) 282-2821  
Fax (504) 282-2820

*Paul Ramsey*

**DECLARATION COUNTERPART  
ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BRANDON HOLLOW II, FIRST FILING**

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

**BE IT KNOWN BY THESE PRESENTS THAT:**

**ROBERT MICHAEL SMITH and SUMAN HEMALGO SMITH, nee Hodge, married  
and living with each other, domiciled in the Parish of East Baton Rouge,  
Louisiana, whose mailing address is declared to be 7979 Highland Road, Baton  
Rouge, Louisiana 70808;**

(hereinafter called "Apparor", whether singular or plural), who after first being sworn did depose  
and state that Apparor is the owner of the following property, to-wit:

**LOT 6-A, LOT 6-B, LOT 6-C and LOT 6-D, BRANDON HOLLOW II, FIRST FILING,  
County LOT 6, EBBEN PLAZA NORTH SUBDIVISION, East Baton Rouge Parish,  
Louisiana;**

and, as each, the same being a portion of the property which is subject to the Declaration to  
which this DECLARATION COUNTERPART is annexed, join(s) with each other Declarant who  
has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the  
provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at  
Baton Rouge, Louisiana on this 16th day of April, 1999.

WITNESSES:

*Debbie Smith*

*R. Michael Smith*  
ROBERT MICHAEL SMITH

*Suman Hemalgo Smith*

*Suman Hemalgo Smith*  
SUMAN HEMALGO SMITH

*Paul E. Ramsey*  
Notary Public

Prepared By:

**R. J. CALDWELL, JR.  
Attorney at Law  
Louisiana Bar No. 2000  
Parish Bar No. 20000  
7954 Woodmont Boulevard, Suite A  
Baton Rouge, Louisiana 70808  
Telephone (504) 984-0881  
Fax (504) 984-0880**

DECLARATION COUNTERPART  
ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BRANDON HOLLOW II, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN BY THESE PRESENTS THAT:

ROBERT MICHAEL BARNHART and ARLINE AUSTIN BARNHART, nee Austin, married to and living with each other, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be 808 Myrtle Hill, Baton Rouge, Louisiana 70810;

(hereinafter called "Apparar", whether singular or plural), who after first being sworn did depose and state that Apparar is the owner of the following property, to-wit:

LOT 2-A, LOT 2-B, LOT 2-C and LOT 2-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT 2, ESSEN PLAZA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana;

and, as such, the same being a portion of the property which is subject to the Declaration to which this DECLARATION COUNTERPART is annexed, join(s) with each other Declarant who has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on this 13<sup>th</sup> day of APRIL, 19 92.

WITNESSES:

Nellie Smith

Robert Michael Barnhart  
ROBERT MICHAEL BARNHART

Arline Austin Barnhart

Arline Austin Barnhart  
ARLINE AUSTIN BARNHART

Paul E. Ramsey  
Notary Public  
PAUL E. RAMSEY

Prepared By:

R. J. CHASSIN, JR.  
Attorney at Law  
Lockwood Bldg. 2nd Fl. 3000  
P.O. Box 2000  
7022 Woodward Boulevard, Suite A  
Baton Rouge, Louisiana 70801  
Telephone (504) 384-2941  
Fax (504) 384-4548

**DECLARATION COUNTERPART  
 ADDENDUM TO THE  
 DECLARATION OF COVENANTS AND RESTRICTIONS OF  
 BRANDON HOLLOW II, FIRST FILING**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN BY THESE PRESENTS THAT:

ALBION BEAM STONE, nee Beam, single, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be Quad Management 8430 East Cypress Point Court, Baton Rouge, Louisiana 70806; and

VINCE NOLA, JR. and VIKKY HOLLIFIELD NOLA, married to and living with each other, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be Quad Management 8430 East Cypress Point Court, Baton Rouge, Louisiana 70806;

(hereinafter called "Appearer", whether singular or plural), who after first being sworn did depose and state that Appearer is the owner of the following property, to-wit:

LOT 12-A, LOT 12-B, LOT 12-C and LOT 12-D, BRANDON HOLLOW II, FIRST FILING, (formerly LOT 12, ESSEN FLARA NORTH SUBDIVISION), East Baton Rouge Parish, Louisiana;

and, as such, the same being a portion of the property which is subject to the Declaration to which this DECLARATION COUNTERPART is annexed, joint(s) with each other Declarant who has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at Baton Rouge, Louisiana on this 14th day of April, 1992.

WITNESSES:

[Signature]

[Signature]  
ALBION BEAM STONE

[Signature]

[Signature]  
VINCE NOLA, JR.

[Signature]  
VIKKY HOLLIFIELD NOLA

[Signature]  
Notary Public

DECLARATION COUNTERPART  
ADDENDUM TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF

BRANDON HOLLOW II, FIRST FILING

COUNTY OF Philadelphia

BE IT KNOWN BY THESE PRESENTS THAT:

*SANDBA JEAN* *ATTEST*  
DANIEL WALTER HOLMES and JEAN-SANDRILL HOLMES, nee Ginnard,  
married to and living with each other, domiciled in the County of  
England, whose mailing address is declared to be  
180 Collesheim Park Road, Reynes Park, London, England SE130DF;

(hereinafter called "Apparor", whether singular or plural), who after first being sworn did depose  
and state that Apparor is the owner of the following property, to-wit:

LOT 7-A, LOT 7-B, LOT 7-C and LOT 7-D, BRANDON HOLLOW II, FIRST FILING,  
(formerly LOT 7, BRIDEN PLAZA NORTH SUBDIVISION), East Betsy Range Parish,  
Louisiana;

and, as such, the same being a portion of the property which is subject to the Declaration to  
which this DECLARATION COUNTERPART is annexed, join(s) with each other Declarant who  
has executed each DECLARATION COUNTERPART attached to same, and consent(s) to the  
provisions of the Declaration to which this is annexed.

THIS DONE AND SIGNED before the undersigned Notary and competent witnesses at  
Philadelphia, PA on this 13th day of April, 1999

WITNESSES:

P. [Signature]

Daniel Walter Holmes  
DANIEL WALTER HOLMES

[Signature]

Sandra Jean  
JEAN-SANDRILL HOLMES  
SANDRA JEAN

[Signature]  
Notary Public

Prepared By:

R. J. CHAMBERS, JR.  
Attorney at Law  
Lebanon, TN 37036  
Phone No. 615-446-8888  
7144 Lebanon Road, Suite A  
Lebanon, TN 37036  
Telephone (615) 446-8841  
Fax: (615) 446-8840

