

STATE OF LOUISIANA

PARISH OF VERMILLION

LE VIRAGE MARINA SUBDIVISION
DECLARATION OF COVENANTS, RESTRICTIONS AND SERVITUDES

BE IT KNOWN, that on this ____ day of April, 2013, before me, the undersigned Notary Public, duly commissioned and qualified as such in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

B.I.L. VENTURES, L.L.C., a Louisiana limited liability company, herein represented by its duly authorized officer, whose address for the purposes of this Act of Declaration is 505 Comanche Drive, Lafayette, LA 70503,

who, after being first duly sworn, did depose and declare that:

Appearer is the owner of certain property more fully described hereinbelow, and in connection therewith has submitted for Final Approval a plat of survey subdividing said property into lots, and delineating and designating certain streets, rights of passage, utility servitudes, drainage servitudes and/or other servitudes which are to be provided in accordance with the applicable regulations for subdivision plat approval promulgated by the Vermillion Parish Government.

ARTICLE I
DEFINITIONS

Capitalized terms used in the preamble to this Declaration shall have the meanings ascribed to such terms in said preamble. Additionally, the following terms as used herein shall have the following meanings:

- 1.1 “Annual Assessment(s)” shall mean and refer to annual fees and/or assessments levied by the Association for costs incurred in connection with the maintenance of Common Properties and the promotion of the recreation, health, safety and welfare of residents of the Subdivision, including, but not limited to, the payment of taxes and insurance premiums, the cost of anticipated repairs, replacements and additions, and the cost of labor, equipment, materials, management, and supervision.
- 1.2 “Application” shall have the meaning ascribed to such term in Section 6.3.
- 1.3 “ARC” shall mean the Architectural Review Committee of the Association which shall be created and constituted as set forth in Section 6.2.
- 1.4 “Association” shall mean the LE VIRAGE HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation.
- 1.5 “Board of Directors” or “Board” shall mean the board of directors of the Association.
- 1.6 “By Laws” shall mean and refer to the By-Laws of Le Virage Homeowners Association, Inc., as they may be enacted and amended from time to time, one or more times.
- 1.7 “Common Properties” shall mean those areas of land, if any, shown on the Approved Plat and intended to be devoted to the common use and enjoyment of Owners of Lots. Included as Common Properties are any community servitudes affecting public or private property, private road rights-of-way, waterways, etc., which may require some degree of maintenance by the Association. Subject to the

provisions of this Declaration and the rules, regulations, assessments and fees from time-to-time established by the Board of Directors of the Association in the accordance with the By-Laws of the Association and the terms hereof, every Owner of a Lot, as well as his family, tenants, guests and other invitees, shall have a non-exclusive right, privilege, and servitude of use and enjoyment in and to the Common Properties, such servitude to be appurtenant to and pass and run with the title to each Lot.

- 1.8 “Control Period” shall mean and refer to the period of time during which the Declarant is the only voting Member entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.2.
- 1.9 “Control Period Termination Date” shall mean the date that is the earlier of (i) the date upon which Declarant has sold or otherwise divested itself of or transferred its entire interest in all Lots in the Subdivision, and (ii) the date that the Declarant, at its option and in its sole discretion, abandons or otherwise disclaims, waives or terminates its control of the Association by recording an instrument to such effect in the conveyance records of Vermilion Parish, Louisiana.
- 1.10 “Design Guidelines” shall have the meaning ascribed to such term in Section 6.1.
- 1.11 “Floor Plan” shall have the meaning ascribed to such term in Section 6.5(4).
- 1.12 “Foundation Plan” shall have the meaning ascribed to such term in Section 6.5(2).
- 1.13 “Indemnified Parties” shall have the meaning ascribed to such term in Section 5.2.
- 1.14 “Losses” shall have the meaning ascribed to such term in Section 5.2.
- 1.15 “Lots” shall mean the 28 numbered lots shown upon the Approved Plat of which 22 lots are water front lots.
- 1.16 “Member” shall mean a member, whether voting or non-voting, of the Association.
- 1.17 “Membership” shall have the meaning ascribed to such term in Section 3.2.
- 1.18 “Owner” shall mean an owner of public record, whether one or more persons or entities, of an undivided ownership interest in a Lot forming part of the Subdivision. The term “Owner”, however, shall not mean or include any mortgagee of an ownership or other interest in any Lot or an undivided ownership interest therein pursuant to judicial proceedings, a dation en paiement or other means of conveyance.
- 1.19 “Plans and Specifications” shall have the meaning ascribed to such term in Section 6.3.
- 1.20 “Rules and Regulations” shall mean rules and regulations applicable to the Subdivision adopted or to be adopted by the Board of Directors of the Association, as the same may hereafter be amended, modified or supplemented.
- 1.21 “Service Personnel” shall have the meaning ascribed to such term in Section 9.1.
- 1.22 “Site Plan” shall have the meaning ascribed to such term in Section 6.5(1).
- 1.23 “Special Assessments” shall mean assessments levied by the Association for a given fiscal year for the unusual expenses, such as costs to dredge all waterways within the Subdivision to a depth of not less than four feet below mean sea level, and/or the cost of reconstruction of, or unexpected repairs or replacements to, Common Properties.

- 1.24 “Specific Assessments” shall mean assessments levied against a particular Lot by the Association in order to reimburse the Association for costs incurred by the Association to bring such Lot into compliance with the terms of this Declaration.
- 1.25 “Subdivision” shall mean the immovable property that is the subject of the Ordinances and the Approved Plat, all as more particularly described on Exhibit “B” to be annexed hereto and made a part hereof.

ARTICLE II

SUBDIVISION SUBJECT TO THIS DECLARATION

- 2.1 The Subdivision. The immovable property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the terms and conditions of the Declaration is located in Section 63, Township 13 South, Range 3 East, Vermilion Parish, State of Louisiana, and is known as the “Le Virage Marina Subdivision”. Such immovable property is more fully described in the Ordinances and shown on the Final Plat of survey prepared by Wil J. Guidry, Registered Land Surveyor, dated the 17th day of January 2013, as recorded and is also more particularly described on Exhibit “A” to be annexed hereto and made a part hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 3.1 Membership. Each Owner shall be a Member of the Association and the only Members of the Association shall be Owners of Lots. All Owners shall be bound by the terms and conditions of this Declaration and the Articles, By-Laws and Rules and Regulations of the Association, and the Association shall have the right to enforce any or all such terms and conditions as hereinafter set forth.
- 3.2 Voting. There shall be only one membership (individually, a “Membership”) and one (1) vote per Lot. Each Lot shall be allocated only one (1) vote for Association matters regardless of the number of Owners who have and interest of public record in such Lot. Prior to the Control Period Termination Date, the Declarant shall be the only voting Member. Subsequent to the Control Period Termination Date, all Owners shall be voting Members, provided that if a Lot is owned in division by two or more Owners, the Owner entitled to cast the vote attributable to such Lot is Owners of such Lot and filed with the Secretary of the Association. If a Lot is owned entirely by an Owner which is a corporation, partnership, limited liability company or other legal entity, the person entitled to cast the vote attributable to such Lot shall be designated by proper legal written authorization, such as a board of directors resolution, articles of partnership, operating agreement, manager’s certificate, consent of members, managers or partners, as applicable or similar authorizations filed with the Secretary of the Association. A certificate designating a person entitled to cast the vote attributable to a Lot shall be valid until a revocation in writing of such designation is delivered to the Secretary of the Association. A certificate designating the person entitled to exercise the vote attributable to a Lot may be revoked at any time by the person or persons (or their successors, as applicable), who initially executed such certificate of designation provided that such revocation is in writing, duly executed by such certificate of designation provided that such revocation is in writing, duly executed by such person or persons, as applicable, and delivered to the Secretary of the Association. Votes may be cast in person or by proxy. Proxies shall be in writing and executed by the person entitled to exercise the vote, which is the subject of such proxy. Any proxy shall be valid only for the time period or particular meeting designated in the proxy and any such proxy must be filed with the Secretary of the Association prior to any meeting at which the proxy will be used.

**ARTICLE IV
COVENANT FOR ASSESSMENTS**

- 4.1 Creation of the Lien and Personal Obligation of Assessment. The Declarant, as the current Owner of all of the Lots within the Subdivision, hereby covenants, and each subsequent Owner of a Lot or an undivided interest therein shall be deemed to have covenanted and agreed, to pay the Association when due all: (1) Annual Assessments, (2) Special Assessments, and (3) Specific Assessments attributable to each Lot owned by it or him, in whole or in part, as they may be fixed and established from time to time, one or more times, by the Association as hereinafter provided. Annual Assessments, Special Assessments and Specific Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, also shall be a charge on the land and shall be a continuing lien upon each Lot against which any such assessments is made. Each such assessment, together with interest thereon and the costs of collection thereof as hereinafter provided, also shall be a personal obligation of each Owner, at the time the assessment fell due, of the Lot to which such assessment applies.
- 4.2 Purpose of Assessment. Assessments levied by the Association shall be used for the purposes of promoting the recreation, health, safety and welfare of the residents of the Subdivision and maintaining all Common Properties.
- 4.3 Initial Annual Assessment. An Annual Assessment of \$900.00 shall be assessed against each Lot commencing with the calendar year in which such Lot is no longer owned entirely by Declarant. The Annual Assessment attributable to a Lot shall be paid in full by the Owner(s) of such Lot. The Annual Assessment or the prorated portion thereof, shall be due upon purchase of a lot by the Owner. Prior to the Control Period Termination Date, Declarant shall not be obligated to pay Annual Assessments for Lots owned by Declarant, provided that Declarant shall be obligated to make the payments described in Section 4.4 hereof in lieu of such Annual Assessments. The initial Annual Assessment for any particular Lot shall be paid at the closing of the transfer of such Lot by Declarant to another Owner or other Owners.
- 4.4 Declarant's Obligation for Assessments. Prior to the Control Period Termination Date, Declarant will pay the difference between the sum of all Annual Assessments and Special Assessments levied on all Lots previously transferred by Declarant and the actual expenditures of the Association during the relevant fiscal year of the Association. The Declarant's obligation under this Section 4.4 may be satisfied in the form of cash, by "in-kind" contributions of services or materials, or by a combination of cash and "in-kind" contributions. Should the Declarant own any Lots following the Control Period Termination Date, the Declarant shall pay assessments on such Lots in the same manner as any other Owner.

The Board of Directors of the Association may, after consideration of both the current maintenance costs and the future needs of the Association, propose that Annual Assessments and/or Special Assessments for any fiscal year be decreased or increased.

- 4.5 Special Assessments. In addition to Annual Assessments, the Association may from time to time, one or more times, levy a Special Assessment against all Lots for a specific fiscal year of the Association for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements upon the Common Properties (and the necessary fixtures and personal property related thereto), and the like. Special Assessments also shall be used by the Association to pay for cost incurred by the Association to dredge and otherwise maintain all waterways within the Subdivision to a depth of not less than four feet below mean sea level. Special Assessment may only be levied with the approval of those voting Members entitled to vote at least fifty-one (51%) of the allocated votes of the Association given at a meeting duly called for such purpose. Written notice of any meeting of the Members at which Special

Assessments will be considered shall be sent to all Members at least (10) days in advance of such meeting and the notice shall set for the purpose of the meeting.

- 4.6 Adjustment of Annual Assessments. At Least sixty (60) days before the beginning of each fiscal year of the Association, the Board of Directors shall prepare a budget covering the estimated costs and expenses of the Association for the coming fiscal year. Annual Assessments shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association during the fiscal year in question equal to the total budgeted costs and expenses of the Association for such fiscal year, excluding cost and expenses to be paid with the proceeds of Special Assessments.
- 4.7 Annual Assessments-Due Date. Annual Assessments, other than the initial Annual Assessment for each Lot as specified in Section 4.3 hereof, shall be due and payable in full on or before the 1st day of June of each calendar year or such other date as may be designated by the Association by written notice to the Members.
- 4.8 Duties of the Board of Directors. After an annual budget has been prepared as referenced in Section 4.6, the Board of Directors of the Association shall fix the amount of the Annual Assessment applicable to each Lot for the following fiscal year of the Association. The amount of each Annual Assessment shall be fixed by the Board at least thirty (30) days prior to the beginning of the fiscal year in which it is to effective and, at that time, the Board also shall prepare a list of the Lots, the Owners of each thereof and the Annual Assessments applicable to each thereof, which list shall be kept in the office of the Association and open to inspection by any Owner.

Written notice of any Annual Assessment, Special Assessment or Specific Assessment shall be mailed to every Owner subject thereto, at the address provided by such Owner to the Association, not less than thirty (30) days before the date payment thereof is due.

The Association, upon demand of any Owner, shall furnish to such Owner a certificate signed by an officer of the Association setting forth whether assessments due by such Owner or attributable to a Lot owned, in whole or in part, by such Owner have been paid. Each such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

- 4.9 Effective of Non-Payment of Assessments: Personal Obligation of Owner: Liens and Other Remedies of the Association. If any Annual Assessment, Special Assessment or Specific Assessment is not paid when due, then such assessment shall be deemed delinquent and the amount thereof, together with interest thereon and all costs of collection as hereinafter provided, shall be a continuing lien on the Lot or Lots subject to said assessment, and such lien may be evidenced by the filing of a sworn detailed statement in accordance with the requirements of La. R. S.9:1145 et seq. Each such statement shall be filing in the mortgage records of Vermilion Parish, Louisiana.

If any Annual Assessment, Special Assessment or Specific Assessment is not paid in full within thirty (30) days from the date due, such assessment shall bear interest from the date due until paid in full at the legal rate of interest per annum in effect on the due date, and the Association may bring an action at law against the Owner or Owners obligated to pay the same or foreclose the lien against the Lot subject to such assessment, or both, and there shall be added to the amount of such assessment the attorneys' fees and costs, filing fees and court cost incurred by the Association as a consequence of such action.

- 4.10 Specific Assessments. The Board of Directors, on behalf of the Association, shall have the power to levy Specific Assessments against a Lot to cover costs incurred in bringing such Lot into compliance with the terms of this Declaration or applicable law. The Board, however, shall give the Owner or Owners of the

Lot to be subjected to said Specific Assessment prior written notice of the proposed assessment and an opportunity for a hearing before actually levying any Specific Assessment.

- 4.11 Sewage and Drainage Special Assessment. The Association does hereby provide for the creation of a sewage maintenance and assessment. Association to hold the fee assessed and collected, and the Association does agree to use the fee collected to provide for the perpetual maintenance of any and all sewage common collection and discharge lines and structures, including roadside ditches and culverts, and to perform and have performed all steps necessary to maintain, clean, clear, or improve said lines and/or drainage ditches and culverts as is necessary and/or required by law. The Association is not responsible for the sewer systems of individual members of the Association or for any of the piping leading to the common collection and discharge lines and/or drainage ditches or culverts.

In order to initiate the perpetual maintenance of the common collection and discharge lines and/or drainage ditches and culverts as described herein, the Association shall deposit in an account in the name of this Association the sum of (\$1,000.00) dollars, to be dedicated and used for the maintenance or improvement of the common collection and discharge lines and/or drainage ditches and culverts as shall be necessary and/or required by law and the fees assessed shall be used, in part, and as necessary, to maintain such common collection and discharge lines and/or ditches and culverts as well as to pay for required sampling, testing and reporting as required by the DEQ Discharge Permit in perpetuity as required by necessity or law.

The Association shall exist perpetually as set forth in Section 11.1. However, the Association shall continue to exist at least as long as there are sewer systems draining into the ditches and culverts on the property covered by these restrictions.

ARTICLE V SECURITY, INDEMNIFICATION AND INSURANCE

- 5.1 Security. Neither the Declarant, its successor or assigns nor the Association, its Board or committees shall under any circumstances or at any time, be responsible or liable for security or safety or the lack thereof in, on or about the Subdivision or any Lot. The Association, however, may (but shall not be obligated to) maintain or support certain activities within the Subdivision to make residents, occupants and users of the Subdivision feel more secure. Neither the Association, its Board or committees nor the Declarant or its successors or assigns shall in any way be considered insurers or guarantors of security or safety in, on or about the Subdivision, nor shall any of them be liable for any loss or damage, including, without limitation, injury or death to any person or loss of or damage to any property, resulting from or otherwise attributable to inadequate security or safety within the Subdivision or the ineffectiveness of security or safety measures which are undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security or safety system or measure, including any mechanism or system for limiting access to the Subdivision, will function or cannot be compromised or circumvented, or that any system provided or security or safety measures undertaken will prevent loss or provide the detection of protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Declarant, its successors and assigns, and the Association, its Board and committees, are not insurers, and that each person using or occupying Lots within the Subdivision assumes all risks of personal injury (including death) and loss of or damage to property resulting from acts of third parties.
- 5.2 Indemnification. To the maximum extent permitted under Louisiana Law, the Association shall, and does hereby, indemnify, hold harmless and defend the

Declarant and the Association and their respective officers, directors, employees, representatives, members, manager and partners (collectively, the “Indemnified Parties”) against all damages, claims, demands, obligations, liabilities, costs and expenses, including, without limitation, attorneys’ fees and costs and court costs, (collectively, “Losses”) incurred by any Indemnified Party by reason of being or having been an officer, director or committee member of the Association, including, without limitation, any and all claims for personal injury, death, or property loss or damage.

No Indemnified Party shall be liable if it, she or he acted in good faith and in a manner that it, he or she reasonable believed to be in, or not opposed to, the best interest of the Association.

No Indemnified Party shall have any personal liability with respect to any contract or other commitment made or action taken in good faith by or on behalf of the Association. The Association shall, and does hereby, indemnify, hold harmless and defend each such Indemnified Party from and against any and all Losses attributable to any such contract, commitment or action.

- 5.3 Insurance. The Association, Acting through its Board of Directors, may elect to obtain and maintain insurance with respect to the Association and its assets and activities, including, without limitation, any Common Properties owned or otherwise held by the Association, including, by way of example only, the following:
- (1) Comprehensive “all risk” property insurance covering improvements on the Common Properties, provided any such policy shall have sufficient limits to cover the actual replacement costs of the insured improvements;
 - (2) Commercial general liability insurance with respect to the Association and the Common Properties, insuring the Association and its Members against damage or injury caused by the negligence of the Association or any of its Members, or their respective officers, directors, employees, agents and/or contractors, provided any such policy shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, death and property damage; and/or
 - (3). Errors and omission coverage for the officers and directors of the Association.
- 5.4 Annual Review. The Association shall engage one or more qualified persons to perform an annual review of the sufficiency of insurance coverage maintained by the Association and make recommendations to the board of Directors of the Association with respect thereto.
- 5.5 Premiums. Premiums for insurance, if any, obtained and maintained by the Association shall be an expense of the Association. The anticipated (or actual, if known) premiums and costs for insurance obtained and maintained by the Association shall be included in the annual budget prepared pursuant to Section 4.6 hereof upon which Annual Assessments for the fiscal year covered by such budget are determined.

**ARTICLE VI
DESIGN AND CONSTRUCTION
PROCEDURE FOR SUBMITTAL**

- 6.1 **General.** The design and construction guidelines and procedures set forth in this Article VI and Article VIII (the "Design Guidelines"), shall govern the design and construction of residential dwellings and other structures upon Lots within the Subdivision by addressing site design issues, landscape design and construction, architectural design and quality of construction materials. These Design Guidelines are intended to provide Owners and their respective architects and contractors with a set of parameters to be used in their preparation of plans and specifications, as well as submittal procedures for review and approval of such plans and specifications and proposed construction procedures. All new construction upon and improvements to any Lot within the Subdivision shall be reviewed and approved in accordance with this Declaration before either a building permit for the proposed new construction and improvements is issued by the applicable department of Vermilion Parish government or any actual work commences on such Lot.
- 6.2 **Architectural Review Committee.** Administration of the Design Guidelines and review of all applications for construction and improvements shall be performed by an Architectural Review Committee (the "ARC"). The ARC shall be composed of three (3) members appointed by the Declarant during the Control Period and thereafter by the Board of Directors of the Association. Members of the ARC may be, but are not required to be, Members of the Association and may include representatives of Members or other individuals, such as architects, engineers, landscape architects, inspectors, attorneys or similar professions. Compensation for services provided by member of the ARC shall be established from time to time by the Board of Directors. The members of the ARC shall be, and are hereby, held harmless and indemnified by the Association from and against any and all Losses, which they or any of them may incur as a result of their administration of the Design Guidelines. The ARC, with good cause, may make exceptions and grant variances to the Design Guidelines on an individual Lot by Lot basis as hereinafter provided.
- 6.3 **Requirements and Process for Review.** The Owner of Owners of a Lot shall be required to complete and submit to the ARC an "Application for Review" (an "Application"), on a form to be furnished by the ARC, which shall contain basic information for the review process to be undertaken by the ARC with respect to construction and/or improvements proposed for such Lot. Each such application shall be accompanied by (2) complete sets of plans and specifications ("Plans and Specifications") and a non-refundable fee in the amount of \$20.00 to partially defray the expenses of the ARC in processing the Application. Excessive resubmission of any Application, as may be required by the ARC for approval, may result in additional processing fees as determined by the Association, in its reasonable discretion.
- 6.4 **Submittal of Application.** The Application, Plans and Specifications and fee described in Section 6.3 hereof shall be submitted to the ARC at the designated office of the Association. One copy of the Plans and Specifications submitted shall be retained in the records of the ARC, and the other copy shall be returned to the applicant marked "Approved", "Approved as noted" or "Disapproved".
- The Plans and Specifications accompanying any Application shall indicate the nature, kind, shape, color, size, materials and location of all proposed structures and improvements to the Lot, which is the subject matter of such Application.
- 6.5 **Requirements.** All Plans and Specifications submitted with an Application shall include the following:
- (1) **Site Plan.** A site plan (a "Site Plan"), with minimum scale of 1" = 20', indicating the location of the proposed construction and improvements upon

a Lot. Setback Lines, retaining walls, fences, pools, patios, driveways, landscaping and irrigation systems, drainage, and all other proposed exterior improvements shall be clearly indicated on the Site Plan.

- (2) **Foundation Plan.** A foundation plan (a "Foundation Plan") and detail sheet, certified by an engineer or architect licensed to practice within the State of Louisiana as being in accordance with all applicable laws and regulatory requirements. The foundation plan must conform to the minimal design criteria depicted by the attached schematic and specifications. (Exhibit (to be attached)) It is recommended that a subsurface investigation be obtained by each applicant for purposes of review and consideration in a proposed foundation design.
- (3) **Elevation Plan.** An elevation plan. All dwellings located upon a Lot must be elevated on pilings so that the beam of the lowest residential floor is set at eighteen (18) feet above mean seal level unless another height is required by the Federal Emergency Management Agency. **(Subject to Revision per Engineer)**
- (4) **Floor Plan.** A floor plan ("Floor Plan"), with a minimum scale of 1/4" = 1', indicating decks, patios, stoops retaining walls, trash enclosures, HVAC equipment and utilities, screening for trash, HVAC and utilities, interior spacing of rooms, and connections to driveways and walkways. In the event of a dwelling with multiple floors and levels, the Floor Plan for such dwelling shall indicate those areas of each floor, which will be open to other floors or the underside of the roof.
- (5) **Exterior Plan.** An exterior plan reflecting the front, rear and side yard exterior elevations of the proposed improvements indicating building materials, finishes, openings, (such as doors and windows) and the maximum height of the improvements.

No building or structure shall be constructed using asbestos siding, felt paper, roll siding or galvanized corrugated siding as a finish material.

- (6) **Roof Plan/Height Limitation.** A roof plan indicating slopes, pitches, gables, hips and valleys, chimneys, skylights and other components of the proposed roofing system, such as gutters and down pipe locations. Tin and galvanized metal roofs are discouraged and shall be permitted only with the approval of the ARC. No residence or other structure constructed upon a Lot or Lots shall exceed the height of 54 feet, measured from mean seal level.
- (7) **Miscellaneous.** Plans and Specifications submitted shall reflect the exterior color scheme, lighting scheme and other details affecting the exterior appearance of each proposed dwelling and other structure. Submittal for review of these details may be temporarily deferred, but must be submitted and approved no later than the date that framing of the dwelling and/or other structure is completed. Landscaping plans shall be submitted and approved prior to installation of vegetation.

- 6.6 **Time for Approval.** Each Application shall be date recorded as received by the Association and shall be reviewed and "Approved", "Approved as noted" or "Disapproved", with written indications or required modifications, within fourteen (14) working days from the date of receipt by the Association of the Application and other items required by Section 6.3 hereof in proper form. In the event of disapproval by, and one or more re-submissions of an Application to, the ARC, the ARC shall have an additional fifteen (15) working days from the date each resubmission is received by the Association within which to review and "Approved", "Approved as noted" or "Disapproved" a resubmitted Application. In the review process, the ARC may consider such facts and circumstances as it may deem appropriate, in its reasonable discretion, including, without limitation, the quality of workmanship and design, the harmony of exterior design with

existing structures within the Subdivision, the location of the subject matter of the Application in relation to surrounding or adjacent structures, the typography, and finish grade elevation. The review by the ARC and any "Approval as noted" or "Disapproval" may be based purely on aesthetic considerations.

- 6.7 Exceptions and Variances. Exceptions and variances may be considered by the ARC for good cause when circumstances such as topography, natural obstruction, hardship, or aesthetic or other unique circumstances exist. Requests for exceptions and/or variances must be in writing and state the reasons for and arguments in favor of the exception and/or variance requested and include the applicant's name, address and Lot number. Any request for an exception and/or variance shall cause the fifteen (15) day review period described in Section 6.6 hereof to recommence upon the date any exception and/or variance request is received at the office of the Association. The ARC shall have the sole power and authority to approve or reject any request for an exception an/or variance and all decisions of the ARC shall be final.
- 6.8 Right to Enter and Inspect. Following the approval by the ARC of any Application, representatives of the ARC shall have the right to enter and inspect the Lot, dwelling or other improvement or modification which is the subject matter of such Application during reasonable hours to determined whether work is proceeding or has been completed in compliance with the approved Application. In the event that the ARC shall determine that an Application for work has not been approved or that work is not proceeding or has not been completed in compliance with an approved Application, the ARC shall be entitled to immediate injunctive relief from any court with proper jurisdiction, stopping further construction and/or requiring the removal or correction of any work in place which does not comply with an approved Application, as applicable.
- 6.9 Limitation of Liability. Neither the approval of an Application nor the promulgation of the Design Guidelines shall ever be construed as representing or implying that such Application or Design Guidelines will, if followed, result in properly designed improvements. Such approvals and Design Guidelines shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith shall be deemed to be constructed in a good and workmanlike manner or in accordance with applicable building codes or other laws. Neither the Declarant, the Association nor the ARC shall be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to the terms of this Declaration, any loss or damage arising from the noncompliance of such Plans and Specifications with any governmental ordinance, law or regulation, or any defects in construction undertaken pursuant to such Plans and Specifications. All dwellings and other improvements located upon a Lot shall be constructed and maintained in compliance with all applicable state, parish and municipal zoning and building restrictions and codes, as well as all other applicable laws, ordinances, regulations and restriction.

**ARTICLE VII
GENERAL RESTRICTIONS**

- 7.1 **Single Family Dwellings.** Each Lot shall be used for single family residential purposes only, and no industrial, commercial or business activity of any kind, nature or character may be carried on from or upon a Lot except as expressly referenced hereinafter. Exceptions to this rule for a multi-owned lodge or club, will be considered by the Declarant and/or the Association, on a case by case basis. No more than one (1) principal dwelling shall be located on any Lot. No mobile and/or manufactured homes or metal buildings shall be placed or allowed to remain on any Lot. No structure of a temporary character, including, but not limited to, a motor home, recreational vehicle, tent, shack, garage or other construction shall be used at any time as a residence, whether permanently or on a temporary or interim basis. The use of a portion of a dwelling as an office by an Owner or occupant shall not be considered a violation of this covenant if such use does not create regular or disruptive customer, client or employee traffic.
- 7.2 **Excavation.** No Lot may be used for the purpose of locating, mining, quarrying, extracting, or removing oil, gas or other hydrocarbons, minerals, gravel, sand or earth or for any other similar or related purpose.
- 7.3 **Water and Sewerage.** No private water wells may be drilled, installed or maintained upon or below any Lot. Each Lot shall be connected to the community water distribution and sewer collection systems, and all costs and expenses attributable to or resulting from such connections shall be paid when due by the Owner or Owners of such Lot.

All Lots shall be required to install an individual Aerobic Treatment Unit (ATU) with Pump Tank with effluent reduction field lines and comply with the requirements of the "Sewage Permitting System", Ordinance No. 98-0-13, of the Vermilion Parish Police Jury, effective November 1, 1988, and the State Board of Health requirements pertaining to "Individual Sewerage Systems", as stated in Chapter XIII of the latest State Sanitary Code.

The effluent reduction field lines shall be installed in accordance with the requirements of the LA Department of Health and Hospitals. Two sample configurations are shown in the attached drawings as Exhibits "B1" and "B2". Other configurations approved by the ARC and the Department of Health and Hospitals may be used. The pump shall be a Myers ME3 Series submersible effluent pump or other pump approved by the ARC and DHH. The ATU shall be capable of meeting the effluent limits set on the development common sewer discharge line by DEQ. The discharge limits set with the initial permit (at the time of final plat approval) are as follows:

	<u>Monthly Average</u>	<u>Weekly Average</u>
BOD5, mg/l	30	45
TSS, mg/l	30	45
Oil & Grease, mg/l	N/A	15
Fecal Coliform, colonies/100 ml	200	400

A chlorinator and contact chamber shall be installed in line with each ATU to ensure compliance with the Fecal Coliform limits. The chlorinator/contact chamber shall be as manufactured by Delta Process Equipment or other manufacturer if approved by the ARC.

The entire sewer treatment unit design and installation must be approved by the ARC, before connecting to the sewer system.

- 7.4 **Propane.** Above ground propane tanks or cylinders are prohibited. The ARC shall only permit installation of underground propane tanks, or those otherwise hidden from open view, upon approval by the ARC.

- 7.5 Commercial Activities. No industrial, commercial, business or agricultural activities, including, but not limited to, farming, fishing, gardening or the raising of animals for commercial purposes, shall be allowed on or about any Lot. No commercial vessels of any kind (including, but not limited to, fishing and shrimping vessels, crew boats, supply boats, tour boats, fishing guide boats, service boats, etc.) shall be moored, docked, maintained or operated on any Lot or within any waterway adjacent to or crossing any Lot. Exceptions for charter vessels will be considered by the Declarant and/or the Association on a case by case basis.
- 7.6 Aerial Television or Radio Antennas. Outdoor aerial and television and radio antennas are prohibited. However satellite television dishes are permitted, upon approval by the ARC.
- 7.7 Pets. Ordinary Household pets shall be allowed within the Subdivision, but each such pet shall be maintained on a leash at all times when not on the Lot occupied by the Owner or custodian of such pet. No animals shall be maintained for commercial, business or agricultural purposes such as breeding or sale.
- 7.8 Signs. Except for street address markers and the entrance sign to the Subdivision directional signs, signs for traffic control or safety, and other signs installed within the Subdivision by the Declarant or the Association, no signs or advertising of any kind or character shall be erected, posted or displayed upon, in or about any Lot or any dwelling situated upon any Lot, provided that the one temporary "for sale" or "for lease" sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent. One temporary contractor's sign not exceeding six (6) square feet also may be placed upon a Lot, but only during the period that the dwelling to be located upon such Lot is under construction. Each such temporary sign shall be removed promptly following the sale or lease of the Lot where located or completion of construction thereon, as applicable. However, signs designating the name of a lot or camp shall be permitted, upon approval of the ARC.
- 7.9 Burning. Burning of trash, scrap materials or refuse of any kind is prohibited on any Lot at any time. Camp- fires are permitted, so long as contained within a fire ring, chimney or similar structure that provides protection to adjacent Lots and buildings.
- 7.10 Noxious Activities: Noise. No noxious or offensive activity that may become an annoyance or nuisance to the occupants of the Subdivision shall be carried on upon or about any Lot or within any dwelling or other structure located upon a Lot. No radio, stereo, amplifier or similar device shall be played outdoors in a manner that prevents the peaceable enjoyment of adjacent Lots of their properties.
- 7.11 Parties or Social Gatherings: Parties and social gatherings are encouraged, however any party or gathering occurring outside of a structure must end by 11:00 p.m., unless prior authorization has been obtained by the Association.
- 7.12 Lighting: Except for street lighting, *dusk to dawn* or similar automatic or photo cell lighting is prohibited. Any spot, halogen or other outdoor lighting, must be installed for manual activation by a switch and in such a manner, so as to minimize the conveyance of light from the fixture to adjacent Lots and structures.
- 7.13 Canals and Waterways. No person shall be allowed to live or reside on any vessel, boat, barge, houseboat, or other water-craft moored or maintained on any Lot, including within any waterway adjacent to or crossing any Lot, without the express written approval of the Association. The maximum speed limit for water craft within waterways located within the Subdivision shall be five (5) miles per hour (MPH), which speed limit shall be strictly enforced. The Association shall be empowered to assess fines for the violation of this restriction. Each Owner shall be personally obligated to pay all such fines incurred by him or his family or invitees, as well as any residents or occupants of the Lot of such Owner, and all

such fines shall constitute a lien against the Lot of such Owner. Enforcement of such obligations and liens may be undertaken by the Association in accordance with the By-Laws, this Declaration and the Rules and Regulations.

- 7.14 **Disposal of Fish and Game By Products:** The disposal of fish by-products, game by-products or other by-products generated in connection with cleaning, prepping or preparing fish or game, into the canal or waterway adjacent to any lot within the subdivision, is strictly prohibited. Any one in violation of this prohibition is subject to a minimum fine of \$200.00 per occurrence.
- 7.15 **Leases.** No dwelling located upon any Lot or any part of any thereof shall be leased or rented for a term of less than thirty (30) days. No other portion of, or structure located on, any Lot shall be leased independently of the dwelling located thereon.
- 7.16 **Storage of Supplies.** Supplies, equipment, fishing gear and other similar movable property located upon a Lot shall be stored inside of an enclosed structure so that they are not visible from other Lots, waterways or right-of-ways within the Subdivision.
- 7.17 **Lot Settlement and Elevation.** The Subdivision is situated within the Coastal Zone of the State of Louisiana. Under the circumstances: (a) further subsidence and settlement are inevitable, and neither the Declarant nor the Association has or shall have any responsibility or liability in connection therewith; (b) each Owner agrees to maintain, his Lot at an average elevation of not less than five (5) feet above mean seal level; (To be determined by Engineer) and (c) the periodic inundation of the Subdivision by storm tide or other flooding is anticipated, and neither the Declarant nor the Association shall have any liability, obligation or responsibility in connection therewith or as a consequence thereof. No Owner shall re-grade or otherwise change his or her Lot in such manner as to redirect or result in drainage to a contiguous Lot or Lots.

ARTICLE VIII DESIGN AND CONSTRUCTION REQUIREMENTS AND GUIDELINES

- 8.1 **General.** The following requirements and guidelines shall be used by the ARC to review and evaluate each Application and related Plans and Specifications for the development of each Lot and the construction of a residential dwelling and other structures and improvements upon a Lot. Provided each Owner consciously and diligently adheres to the requirements and guidelines outlined herein, the ARC shall endeavor to assist such Owner in accomplishing his desired goal. These requirements and design guidelines are as follows:
- 8.2 **Orientation/Minimum Area Requirement.** For Lots 1 – 5, 10, 11 & 18, the camps shall be oriented North to South. For Lots 8, 9 & 19 the camps shall be oriented North to South or East to West. For Lots 6, 7, 12 – 17, the camps shall be oriented North to South. For Lots 20 – 22, the camps shall be oriented East to West. For Lots 23 – 28, the camps shall be oriented East to West.
- For Lots 1 – 28, the minimum area requirements for residential structures shall be One Thousand (1,000) square feet of heated/cooled living area. The determination of “living area” shall not include screened porches, carports and/or garages.
- 8.3 **Site Setbacks.** Front and side yard building setbacks shall comply with the regulations of the Vermilion Parish Government, provided that all buildings (except recreational mooring facilities, decks, other permitted marine construction, and fences not exceeding four (4) feet in height that have been approved by the ARC.

- 8.4 Fences. No privacy fences shall be permitted on any lot. No fence or wall shall be allowed between the front property line of a Lot and the front setback line of a Lot. Fences and walls located upon a Lot shall conform to the architectural style of the dwelling situated on such Lot and shall not exceed six (6) feet in height. No fence or wall shall be erected or permitted on any servitude established under this Declaration. Fences shall be allowed within the Dockside Setback provided that they do not exceed a height of four (4) feet within such set-back area. All fences and walls shall be of a design and constructed of materials approved by the ARC.
- 8.5 Detached Structures. Gazebos and other detached or outlying structures located upon a Lot, if any, shall be (i) permitted only with the prior written approval of the ARC, (ii) constructed with materials and workmanship of a quality identical to that of the dwelling located or to be located upon such Lot, and (iii) located only in the rear (or water side) of the Lot. No metal building shall be allowed. Garages shall be attached to, enclosed and integrated with the main dwelling except for detached garages located at the rear of the Lot.
- 8.6 Driveways. Driveways or other areas of a Lot used for vehicular parking shall be constructed with concrete or other similar hard-paved surface material approved by the ARC in writing, at a location designated by the Owner of such Lot and approved by the ARC in writing. Each driveway shall be designed, constructed and maintained by the Owner of the Lot upon which it is located to insure compliance with the requirements of Section 8.14 hereof. All driveways shall be constructed on top of grade above all sub-surface drainage culverts and no excavation below grade shall be allowed for or in connection with driveway installations. No Lot may be accessed by vehicles or equipment, or by any boat, motor home, recreational vehicle, camper or trailer (including any boat trailer), at any location other than the driveway location approved by the ARC, it being understood that this requirement is intended to protect the underground drainage culverts located within the Subdivision. All driveways or other parking areas shall extend continuously from the street in front of such Lot to the dwelling, or the garage attached to the dwelling, located upon such Lot. Each Owner shall provide off-street parking facilities for all vehicles used by individuals residing upon or otherwise visiting the Lot of such Owner. At a minimum, off-street parking, excluding garage parking, shall be provided on each Lot for two (2) vehicles. The Declarant and/or the ARC will consider variances on a case-by-case basis.
- No vehicles of any kind shall be parked on a regular basis on any street within the Subdivision, whether such street is public or private, and under no circumstances shall any vehicle ever be parked within the right of way for, or on top of, any culverts within the Subdivision. No boats, motor homes, recreational vehicles, campers or trailers of any kind (including boat trailers) shall be regularly parked and/or maintained in any street within the Subdivision, whether public or private, or in the front yard, front driveway or front portion of any Lot, provided that boats, motor homes, recreational vehicles, campers or trailers (including boat trailers) may be parked within an enclosed structure, at the rear of any driveway or under a raised dwelling located upon a Lot.
- 8.7 Launches. No down ramp or other facilities by which boats are launched from trailers shall be allowed on any Lot.
- 8.8 Drainage. Drainage swales on any side of a Lot shall be maintained with healthy sodding and mowed regularly. Lots shall not drain onto any adjacent Lot.
- 8.9 Swimming Pools. Swimming pools may be constructed or otherwise located upon a Lot, but only if located in the side or rear yard of such Lot and such side or rear yard is enclosed with fencing permitted by this Declaration. No above ground swimming pools, other than those that are set up and removed on a per use basis shall be allowed.

- 8.10 Dwelling. Traditional, southern, West Indies and/or maritime-style architectural designs for dwellings are preferred in order to achieve and maintain the desired character of the Subdivision. Color selections for dwellings and other improvements located upon any Lot shall be compatible with the general appearance of the neighborhood and with other materials used or otherwise located upon such Lot. Bright, contrasting colors shall not be permitted unless compatibility with the existing neighborhood is conclusively demonstrated by the applicant to the ARC. Exterior color and finish selections shall be reviewed and approved by the ARC prior to installation.
- 8.11 Boats/Personal Water Craft. No boat or other water craft having a length in excess of 35 feet shall be moored, located, placed, operated or maintained on any Lot or within any waterway adjacent to or crossing any Lot. Air boats (i) shall not be operated within any waterway adjacent to or crossing any Lot and (ii) shall not be moored or maintained on any Lot, or within any waterway adjacent to or crossing any Lot.
- 8.12 Shore Side Improvements: Recreational Boat Mooring Facilities, Bulkheads. The design, materials, methods and equipment used to construct any improvements on the waterside of any Lot (including, but not limited to, fences, wall, rip-rap, mooring facilities, decks, roofs, boat lifts, boat houses, retaining wall, etc.), whether or not located within the Dockside Setback, shall be approved by the ARC prior to the commencement of construction. No construction of any nature of kind shall be permitted on or within the banks of the Vermilion River, whether or not the Vermilion River crosses any Lot, except a low profile pier, on top of which no structure may built, and subject to approval by the ARC and any governmental permitting requirements. Fences or walls within the Dockside Setback specified in Section 8.3 shall be subject to the requirements therefore set forth in Section 8.4

In order to facilitate the use of the servitudes of navigation and passage created over, across and under the waterways located within the Subdivision pursuant to the provisions of Section 10.1 below, the dimension and configurations of any mooring facility constructed upon a Lot shall be as approved by the ARC. Without limiting the foregoing, the outside edge of any such mooring facility constructed upon a Lot shall not extend beyond 25 feet into the canal, from the lot line at the bulkhead. No Owner shall excavate any portion of any Lot or construct a slip upon any Lot.

An Owner may elect to install a boatlift and/or a roof upon a boat mooring facility located upon the Lot of such Owner. Any such roof shall be constructed of materials approved by the ARC. No boat mooring facility or other structure located within a waterway adjacent to or crossing any Lot shall have enclosed sides, and no roof built upon any mooring structure shall have a height from grade greater than Eighteen (18) feet above mean sea level; provided that safety railings not exceeding four (4) feet in height from the location at which such railing or its support structures contact such a roof also may be installed on top of any such roof. No walkway or passageway from a land based structure located upon a Lot to a boat mooring facility also located on such Lot shall be higher than the level of the first full residential floor of the land based structure.

- 8.13 Exterior Walls. All exterior walls below the first residential floor of any dwelling located upon a Lot shall be of a breakaway design for safety reasons in the event of flood or high winds.
- 8.14 Culverts. Each Owner, by acquiring a Lot, acknowledges that (i) he or she will be personally responsible for the cost and expense of repairing any damage to culverts adjacent to his Lots, as well as culverts within the Subdivision damage by Service Personnel (hereinafter defined) providing services to or fro such Owner or his or her Lot, all as more fully set forth in this Section 8.14 and in Section 9.7 hereof, and (ii) neither the Declarant, the Association nor the Vermilion Parish

Government, shall have any responsibility or obligation for the cost and expense of repairing any such culvert.

This development is designed and approved with an open-ditch drainage system, and as such, the installation of a sub-surface drainage system is prohibited with the exception of driveway culverts (maximum length of forty feet (40')) unless approved by the vermilion parish police jury.

Water lines and sewage connections servicing the Subdivision may be located underground next to/below the drainage culverts. Each such culvert is located within the street rights-of-ways within the Subdivision. The Owner of each Lot shall maintain, at such Owner's sole cost and expense, a minimum of twelve (12) inches of soil or other material first approved by the ARC over the top of such culverts in front of his Lot. Each Owner, at all times, shall adequately protect all sub-surface drainage culverts located adjacent to the Lot of such Owner which could be damaged by construction materials, trucks and/or construction equipment accessing a Lot, including, without limitation, through the use of appropriate, removable bridging and matting materials, and structures of sufficient size and type to properly spread the loads resulting from construction materials, delivery trucks and/or construction equipment accessing a Lot, during the course of any landscaping, construction or similar activity upon a Lot; provided that, subject to the last paragraph of Section 9.7 hereof, each Owner of a Lot shall be strictly liable for any damage to any culvert, or any portion thereof, adjacent to the Lot of such Owner, regardless of whether or not such Owner has attempted to protect such culvert from damage. Any damage occurring to sub-surface drainage culverts adjacent to a Lot, other than damage subject to the last paragraph of Section 9.7 hereof, shall be repaired promptly by the Owner of such Lot, at the expense of such Owner, in accordance with all applicable governmental requirements. The purpose of these requirements is to provide drainage for the Subdivision and to enable vehicular access to each Lot, without damaging the aforesaid culverts or the utilities located in the vicinity thereof. In the even that any culvert within the Subdivision is determined by the Association to have been damaged or to be impeding the drainage of water form within the Subdivision, the Association may deliver written notice of the need for repairs to such culvert to the Owner of the Lot adjacent thereto. Should such Owner fail to repair the damage specified in such notice within ten (10) days from the delivery of such notice to such Owner, and the Association may assess a Special Assessment against such Owner to recoup the cost of effecting such repairs. Each such Special Assessment shall be secured by a lien in favor of the Association upon the Lot owned by the Owner responsible for such Special Assessment.

- 8.15 Underground Utilities. All utilities, including, without limitation, telephone lines, electrical lines, sewers, drains, water pipes, etc., located on or within the boundaries of any Lot shall be placed underground in such a manner as to be acceptable to the applicable utility authority, the ARC and all government authorities and jurisdiction.
- 8.16 All new construction or substantial improvements within special flood hazard areas shall comply with the provisions of the Vermilion Parish Flood Damage Prevention Ordinance Latest Edition. Additional information can be obtained from the Vermilion Parish Floodplain Administrator.

ARTICLE IX CONSTRUCTION REGULATIONS

- 9.1 General. These construction regulations shall apply to all Owners and to all general contractors, builders, sub-contractors, suppliers, materialmen, laborers and other service personnel (collectively, "Service Personnel") working or otherwise providing services within any part of the Subdivision. Each Owner shall be responsible for, and shall familiarize any and all Service Personnel working on his Lot with, these regulations. The Association shall be responsible

fore enforcing these regulations. The Association shall deliver written notification of any violation hereof to the Owner of the Lot's responsible, and each such notice shall describe those items not in compliance with these regulations. Upon receipt of such a notification, each involved Owner shall have five (5) working days to correct the situation. If an involved Owner has failed to remedy the violation within the time allowed, the Association may take such action and incur such expenses as may, in the sole discretion of the Board of Directors of the Association, be necessary to correct the violation. The actions and remedies available to the Association shall include, but shall not be limited to: immediate injunctive relief; charging each applicable Owner for any and all corrective measures; withholding ARC review and/or approval of any Application or other matter in which any such Owner is an interested party until all violations are corrected; and, denying entry to the Subdivision to Service Personnel engaged by or on behalf of any such Owner.

Any damages done by Service Personnel to streets and curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping and/or any other improvements within the Subdivision shall be corrected by the Owner for whom the involved Service Personnel were working or performing services, all at the expense of such Owner.

No radio, stereo, amplifier or similar device shall be played outdoors by any Service Personnel, and no speakers shall be placed outside of any dwelling.

- 9.2 Construction Time. Construction of a dwelling and other improvements upon a Lot must be substantially complete and suitable for occupancy by the Owner of such Lot or his tenant within one (1) year from the issuance of a building permit for such construction. No building shall be occupied or used as a dwelling prior to the date that the exterior of the dwelling has been finished (painting included), the building has been connected to an operational sewage collection line, and all applicable requirements of State and Parish health and safety officials have been satisfied.

Exterior construction activities or other construction activities that may disturb other Owners or residents of the Subdivision shall be limited to the hours of 7:00 am to 7:00 pm, Monday through Friday, and 8:00 am to 4:00 pm on Saturdays and Sundays. Sunday or holiday construction or work is discouraged.

- 9.3 Trash Handling. The Owner of a Lot shall be required to provide, or cause the provision of, a trash/refuse receptacle on such Lot at all times during any period of construction upon or about such Lot and also shall be responsible for maintaining such Lot in a neat and clean condition before, during and after such construction period. Trash and discarded materials such as lunch bags, cans and other materials, shall be removed from each Lot daily. Trash, waste or any other material on any Lot or within any street within the Subdivision is strictly prohibited. No trash/refuse receptacle shall create a nuisance to other Owners or their guests. If trash and debris on a Lot becomes a noticeable problem, the Association shall deliver notice thereof to the responsible Owner requesting clean-up of the Lot within three (3) working days from the date of receipt of such notice by said Owner. If, after such 3-day period, the Lot has not been cleaned, the Association may remove any and all trash and debris located upon such Lot and assess the Owner and Lot with all cost incurred in so doing.

- 9.4 Erosion Control. Service Personnel shall not allow mud, silt or other debris of any nature or kind to remain on any street within the Subdivision, public or private, and the elimination of vehicles tracking mud through the Subdivision shall be the responsibility of the Owner for whom the culpable Service Personnel are working or performing services. Service Personnel also shall be responsible for maintaining adequate erosion control measures at all times. These regulations shall be strictly enforced by the Association.

- 9.5 Facilities. Service Personnel only shall use utilities provided directly to the Lot upon which they are working. Portable toilets shall be the responsibility of the Service Personnel using same. All portable toilets shall be sanitized at least weekly and located upon the Lot where Service Personnel using same are providing services or working. Service Personnel shall provide adequate rest room and other facilities for workers on the Lot upon which they are working or performing services.
- 9.6 Damage to Utilities. If any telephone, television, electrical, water or other utility lines, cables, or facilities are cut and damaged as a consequence, directly or indirectly, of construction or other activities undertaken on or with respect to a Lot, the responsible party shall report such incident, within (30) minutes from its occurrence, to the appropriate utility company and governmental authorities.
- 9.7 Vehicles. Service Personnel shall limit parking to either the street immediately in front of the Lot upon which they are undertaking construction or providing services on such Lot. Service Personnel shall endeavor not to block any street within the Subdivision at any time and shall limit the duration of any necessary blockage to a minimum. No vehicles belonging to or otherwise placed within the Subdivision by Service Personnel may be left in the Subdivision overnight. Construction equipment may be left on a Lot while in use upon such Lot, but such construction equipment may not be parked or otherwise located upon any street within the Subdivision.

Vehicles may not be cleaned or washed while located upon any street within the Subdivision. Concrete delivery trucks may be washed within the Subdivision only on the Lot(s) which such trucks are servicing. This regulation shall be strictly enforced by the Association. Operators of vehicles shall not spill any damaging materials within the Subdivision. If spillage does occur, it shall be the responsibility of the Owner for whom the Service Personnel were working to clean-up. If such Owner does not meet this obligation within three (3) days of his receipt of notice of such spillage from the Association, the Association may take control of the clean-up and all costs thereof shall be assessed to the Owner and against the Lot of such Owner. Spills shall be reported by the responsible party to the Association as soon as possible. In the event of an emergency, no notice need be given by the Association before it takes control of the clean-up at the expense of the responsible Owner.

No Service Personnel may drive, place or locate any vehicle upon a Lot unless the culvert adjacent to such Lot is adequately protected from damage in accordance with the requirements of Section 8.14 hereof. Any damage to any culvert within the Subdivision caused by Service Personnel shall be the responsibility of the Owner for whom such Service Personnel are performing services regardless of the location of the damage. All damage to culverts caused by Service Personnel shall be repaired and maintained in accordance with the requirements of Section 8.14 hereof, provided that in such event, the Owner for whom the applicable Service Personnel were performing services and the Lot of such Owner shall be the "Owner" and "Lot" described in said Section 8.14 hereof in lieu of the Lot adjacent to the damaged culvert and its Owner.

- 9.8 Business Signs. Business signs or other forms of advertisement are permitted only during actual construction upon a Lot. Such signage shall be limited to a maximum area of six (6) square feet. All building permits shall be posted as required and protected from the elements. No sign or permit shall be attached to any tree within the Subdivision.

ARTICLE X SERVITUDES

10.1 Declarant, as the Owner of all Lots within the Subdivision on the date of this Declaration, hereby establishes by its destination, to the fullest extent permitted by La. Civ. Code art 741, the following servitudes:

- (1) Non-exclusive perpetual predial servitudes of passage and navigation over, across and within each waterway located within the Subdivision, each of which is shown on the Final Plat, for the benefit of each Lot within the Subdivision and each future Owner of any thereof, for the purpose of ingress and egress by water craft to and from the Vermilion River and Lots within the Subdivision. The aforesaid waterways are private canals which cross each the Lots within the Subdivision. Each Lot shall be burdened by such servitudes of passage and navigation across the entire width of the canal or waterway, on which the Lot has frontage. Use of all waterways within the subdivision and the aforesaid servitudes shall be subject to the terms and conditions herein contained relative to the use of such waterways.
- (2) Non-exclusive perpetual predial and personal servitudes of passage over and across each of the roadways within the Subdivision, said roadways being designated on the Approved Plat as **(MAKO LANE, WAHOO LANE AND AMBERJACK LANE)** (i) for the benefit of each Lot within the Subdivision and each to the Future Owners of any thereof for the purposes of ingress and egress to Lots within the Subdivision and (ii) Declarant, its successor and assigns and their respective designees, for the purpose of gaining ingress and egress to the levee system currently owned by Declarant and others properties owned and/or to be developed by Declarant outside of the Subdivision. Use of these roadways shall be subject to the terms and conditions herein contained applicable to "streets" within the Subdivision. The roadways above described currently are private streets.

The Private Streets have not been constructed to the minimum standards as set forth in the latest edition of the Vermilion Parish Police Jury Ordinance and as such shall not be considered for acceptance into the Parish Road System.
- (3) Non-exclusive, perpetual personal servitudes over, across, under and above each Lot and all improvements located thereon in favor of the Association and its designees for ingress and egress to each such Lot for the purpose of exercising the rights of the Association under Sections 4.10, 6.8, 9.1, 9.3 and 9.7 of this Declaration.
- (4) A non-exclusive, perpetual predial servitude in favor of each Lot over and across the area located between such Lot and the street within the Subdivision providing access to such Lot wherein Declarant has installed culverts for the purposes of (i) providing access to such Lot and (ii) maintaining soil or other material over said culverts as required by Section 8.14 hereof.
- (5) Servitudes over, across and under (i) each Lot and (ii) all roads within the Subdivision for the provision of utility services to the Lots and other parts of the Subdivision, as more particularly set forth in final subdivision plat.

**ARTICLE XI
GENERAL PROVISIONS**

- 11.1 Term/Amendment. Each provision of this instruments shall remain in full force and effect for a period of fifty (50) years, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless within one (1) year prior to the expiration of the initial fifty (50) year period, or within on (1) year prior to the expiration of any ten (10) year period of extended duration, the covenants and restrictions contained in this instrument are terminated by a written instrument signed by the then record Owners of not fewer than two-thirds (2/3) of the Lots.


Any provision contained in this instrument may be amended or repealed by the recordings of a written instrument or instruments specifying the amendment or the repeal, executed by the record Owners of not less than two-thirds (2/3) of the Lots, provided, however, that if the Declarant is directly or indirectly (that is, as mortgagee) the Owner of any Lot as of the date of such amendment, no amendment shall be effective unless accompanied by the written consent of the Declarant.

- 11.2 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 delivered when personally delivered or there (3) days after the date mailed postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing.
- 11.3 Enforcement. The Declarant, the Association (through its Board of Directors) and each Owner shall be entitled to seek enforcement of this Declaration by any proceeding against any person or persons violating or attempting to violate any term, condition, covenant, restriction or servitude herein contained. The object of any such action may be to restrain violation, compel performance or recover damages, or any combination or such remedies.
- 11.4 Severability. Invalidation of any provision hereof by court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.
- 11.5 Rules of Construction. Pronouns in masculine, feminine and neuter gender shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vise versa unless the context otherwise requires.

THUS DONE AND PASSED on the date first hereinabove written, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:


Printed Name: Johnathan Eversberg **BIL VENTURES, L.L.C.**


Printed Name: Christie Sonnier

BY:


Name: DAVID C. LABORDE

Title:

Member


NOTARY PUBLIC in and for

24821

My Commission Expires: at death

Printed Name of Notary Public: Jeanne M. Laborde

Number Assigned Notary Public: 24821 Bar #