

C

**ACT PRESCRIBING RESTRICTIONS AND BUILDING CONDITIONS WITH RESPECT TO THE WOODLANDS SUBDIVISION EIGHTH PLAT**

ORIG: 251 BNDL: 12999  
12/13/2019 11:12:15 AM  
FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA  
D. J. WINCORN  
CLERK OF COURT AND RECORDER

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

CUSTOMER PROVIDED COPY FOR  
CERTIFIED TRUE COPY  
BY: *[Signature]*  
DEPUTY CLERK AND RECORDER

BE IT KNOWN that on this 15 day of November, 2019, before me, the undersigned authority, a Notary Public, duly commissioned and qualified, in and for the parish and state aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE WOODLANDS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Louisiana with its domicile in the Parish of East Baton Rouge in said state, herein represented by Craig Winchell, its President, hereunto duly authorized by virtue of a resolution of the Board of Directors of said corporation adopted at a meeting of said board held on October 29, a certified copy of which resolution is attached hereto and made a part hereof,

who declared that said Corporation, is the lawfully created and empowered homeowners association for The Woodlands subdivision situated in the Parish of East Baton Rouge, Louisiana, and having power and authority over all lots or parcels of ground which constitute that subdivision, those lots bearing Numbers 1 through 432, both inclusive, except lots 1 through 9, 74-76, and 133-134, as delineated on the plat maps prepared by Consulting Engineers, Evans-Graves Engineers, Inc., and Engineering Consultants previously filed with the East Baton Rouge Parish Clerk of Court regarding the Woodlands subdivision located in Section 39, T7S-R2E, Greensburg Land District, East Baton Rouge parish, Louisiana.

NOW, THEREFORE, in accordance with La. Civil Code Article 775, et seq., and La. R. S. 9:1141.1, et. seq and 9:1145, et seq., and in order to assure and maintain a uniform high quality in the grounds, buildings and improvements in the Property, and to afford joint protection to all parties, present and future, who purchase and own property therein, it is hereby renewed, re-established, established, and imposed the following, in addition to all those previously enacted (except as amended herein), building, use and subdivision restrictions and restrictive covenants as charges affecting the Property which restrictions and covenants shall run with the land and shall inure to the benefit of, and shall be binding upon all of the purchasers, future owners, or occupants or any portion thereof, their heirs, successors and assigns, to-wit:

**PREAMBLE**

This Filing contains recitations of previously enacted building, use and subdivision restrictions and restrictive covenants as charges affecting the Property. The primary purpose of this document is to consolidate and/or incorporate by reference all prior filings and provide all current owners, purchasers, future owners, future purchasers, or occupants or any portion thereof, their heirs, successors and assigns with an updated starting point from which to review all filings applicable to The Woodlands Subdivision and all lots contained therein, which filings are hereby renewed, reestablished, and reenacted except as updated or amended by this and previous filings. The secondary purpose of this document is amend, update, clarify and restructure the previous filings. All previous filings remain in effect except as amended, modified, or overruled by this filing. Absence from this document of a provision of any prior filing is not intended as an abandonment or retraction of that provision except for provisions which are contradicted by this document, in which case this document shall control.

**ARTICLE 1 Establishment of Restrictions and Servitudes**

**1.01 Establishment and Durability of Restrictions.** These Restrictions shall constitute building restrictions, covenants, real rights, charges, and, as applicable, servitudes burdening the

Property and are for the purpose of protecting the value and desirability of the Property. These Restrictions shall burden and charge the Property and each Lot located thereon (including all Improvements located on each Lot) and shall be binding on the Property, all Lot Owners and any other owners of property in the Property, their heirs, successors or assigns, and all parties claiming under them. Any subsequent sale or transfer of the Property, any portion thereof, any Lot or other property or lease or occupancy of property in the Property shall be subject to these Restrictions, even if they are not specifically referred to in the sale, exchange, transfer or lease of such property. Invalidation of any one of these Restrictions by judgement or court order shall not affect any of the other Restrictions, which shall remain in full force and effect.

**1.02 Existing Servitudes.** All dedications, limitations, restrictions and reservations shown on any subdivision plat of the Property and all grants and dedications of servitudes and related rights heretofore made by or on behalf of The Woodlands Subdivision, its Lot Owners, and their predecessors in title affecting the Properties are incorporated herein by reference and made a part of these Restrictions for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of any lot owner conveying any part of the Property.

**1.03 Designation of All Lots as Residential.** Consistent with all previous Filings of restrictions and building conditions applicable to the Woodlands Subdivision, all of the lots contained in this subdivision are hereby designated as residential, and they shall be used for none other than residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height with usual and appropriate outbuildings and a private garage and/or carport to house no less than two (2) nor more than four(4) automobiles. The owner of any two adjoining lots may erect a residence on said two lots, which shall be considered for the purpose of these restrictions as one building lot. No school, church, assembly hall or fraternal group home shall be built or permitted on any lots of said subdivision.

**1.04 Utility Charges.** The public utility providing electrical service to the subdivision has reserved the right to impose a charge for the transformer or source of feed to meter location on individual lots or blocks of lots. This charge may vary from time to time in accordance with the then current applicable rates and charges for such services.

It shall be the responsibility of each purchaser of a lot to pay this charge and to contract Entergy and determine the amount of any such charge. Further, if required by Entergy, lot owners will be required to pay for applicable street lighting service.

**1.05 Existing Servitudes.** Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on any plat maps of record of the Subdivision, are dedicated to the perpetual use of the public for such purposes.

As part of the House construction, it shall be the responsibility of the owner, his contractor or his representative to grade each lot so that the storm drainage runoff conforms to the approved drainage layout, unless otherwise approved by the Department of Public Works.

Swale ditch located along lots 425 through 430 is to be privately maintained by those lot owners.

It shall be the responsibility of each individual lot owner to maintain that portion of sidewalk which is on or adjacent to his property. The City-Parish shall have no responsibility for liability or maintenance of the sidewalks

## **ARTICLE 2 Architectural Control Committee**

**2.01 Architectural Control Committee.** The Architectural Control Committee ("ACC") shall be composed of:

*Craig Winchell*

*craigwin56@yahoo.com*

*David Fougerousse*

*pjffrog1@cox.net*

*Adam Crosby*

*Adamcrosby13@gmail.com*

Unless otherwise prescribed herein, a majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed in connection with the administration of this covenant. At any time the then record owners of a majority of the lots shall have the right and privilege, by executing and recording in the office of the Clerk and Recorder of the Parish of East Baton Rouge an appropriate written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

**2.02 Approval of New Buildings, Fences, and Other Improvements.** No residence or building of any kind, no improvement which extends above ground level, and no fence shall be erected, placed, altered or permitted on any lots(s) unless and until the construction plans, specifications, elevations and a plan showing the location of the structure will have been approved in writing by the Architectural Control Committee as to harmony of exterior design with existing structures, and location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Should construction of a house or any other structure not be commenced within six (6) months after approval by the Committee, or should construction not be completed within twelve (12) months after approval, approval shall be automatically withdrawn. The Committee may grant extensions of the approval from time to time for good cause.

Should construction not commence or be completed for reasons beyond control of the lot owner or his contractor, such as acts of God, strikes, national calamity, or similar events, then the time deadlines provided herein shall be extended by the Committee in proportion to the delay caused by the event. As used in this covenant, the word "approval" shall, in addition to its usual meaning, also include failure to approve or disapprove within thirty (30) days after plans and specifications have been submitted to the Committee.

**2.03 Form of Approval and Disapproval.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications will have been submitted to it or, in any event, if no suit to enjoin the construction will have been commenced prior to the completion thereof, the Committee's approval will not be required and the related covenants shall be deemed to have fully complied with.

**2.04 Variances.** Any deviations or variances from these covenants for any reason must have the written approval of the Architectural Control Committee.

**2.05 Enforcement.** The Architectural Control Committee (or its successor) shall give written notice to each Lot Owner at its last address registered with the Home Owners Association of any violation of these Restrictions, and such Lot Owner shall have ten (10) days from delivery of such notice to correct such violations. In the event a Lot Owner does not cure such violations within the ten (10) day period, then the Architectural Control Committee may (i) file suit to enjoin or restrain continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover damages

for violations of these Restrictions and/or (iv) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and/or the Home

Owners Association and to enforce any privilege filed by the Architectural Control Committee and/or the Home Owners Association.

In the event a Lot Owner does not properly maintain his Lot in accordance herewith, the Architectural Control Committee or its employees, contractors or agents shall have the right (but not the obligation) to go upon such Lot, whether or not the Improvements have been constructed, to (i) eliminate nuisance conditions, (ii) cause the Lot to be cleared of debris, cleaned and mowed and have the grass, weeds, vegetation and shrubbery cut, (iii) inspect, repair and maintain sedimentation control measures and remove sedimentation from the Street, or (iv) do anything necessary to maintain the aesthetic standards of such Lot when and as often as may be necessary in its judgment to maintain the Lot in the condition required by these restrictions without the necessity of giving notice to such Lot Owner and at the sole cost, risk, and expense of the Lot Owner violating these Restrictions.

Each defaulting Lot Owner shall be personally and solidarily liable and responsible for all costs and expenses, including but not limited to attorney's fees, incurred by the Architectural Control Committee in enforcing these Restrictions, maintaining such Lot and/or collecting the amounts owed by such defaulting Lot Owner. The Architectural Control Committee shall also have the right to file a privilege against any Lot owned by the defaulting Lot Owner to recover such costs and expenses owed by such defaulting Lot Owner to the Architectural Control Committee, which shall include all attorneys fees incurred by the Architectural Control Committee in enforcing these Restrictions against the defaulting Lot Owner

**ARTICLE 3 Minimum Standards for Construction**

**3.01 Size of Residences.** The minimum area of new residential structures shall be based on the lot on which construction is to occur and shall be as follows:

- (a) The minimum square footage shall be determined based on the lot upon which construction is to occur and is listed in the previously-filed restrictions and building conditions on file with the East Baton Rouge Parish Clerk of Court. For ease of reference, those have been reproduced below. However, further restrictions applicable to the square foot per story in homes of more than one story are found in the previous filings. In any conflict between the below references and the original filings, the original filings shall control. If the original filings do not address the square footage restrictions applicable to any particular lot, including the allocation of square footage between stories, then the size restrictions applicable to that lot shall be determined on a case by case basis by the Architectural Control Committee which shall assign a minimum square footage which keeps the proposed new construction as consistently in line with the adjacent and surrounding lots as is reasonable possible given the size and situation of the lot in question. If there are any conflicts between this and any other filing, the original filing controls.

Filing	Applicable Lots	Minimum Square Footage
1	1-134 (except 1-9, 74-76, 133 -134)	1,850 (single story) 2,000 (two-story or one and one-half story)
2	135-163, 201-230	1,850 (single story) 2,150 (two-story or one and one-half story)
	164-181	1,450 (single story) 1,800 (two-story or one and one-half story)

	182-193	1,200 (single story) 1,600 (one and one-half story)
3(I)	243-288	1,250
3(I)(Amd)	Original 75	n/a (amends setbacks only)
3(II)	All	n/a (amends setbacks only)
4	n/a <sup>1</sup>	n/a
5	342-367	1,350
6	368-376	1,450
7	377-432	1,450

- (b) A one and one-half story, or two, or two and one-half story residence shall contain no less than nine hundred sixty (960) square feet of living area on the ground floors.

In determining the "living area", open porches, screened porches, porches with removable storm windows, breezeways, patios, landings, outside or unfinished storage or utility areas, garages, and carports shall not be included.

**3.02 Garages, Carports, and Driveways.** The requirements as to garages, carports and driveways shall be as stated in the original filings for the subdivision.

- (a) Except for lots 1-134, each residence must have a private garage and/or carport to house no less than two (2) or more than four (4) automobiles.
- (b) All driveways must be constructed of concrete.
- (c) Each garage and/or carport situated at or to the rear of the residence must have its entrance facing only toward the side line of the lot (unless the residence itself conceals such entrance from view from the front of the lot).
- (d) Each garage situated on the front one-half of the respective lot, must have its entrance facing only toward the side line of the lot; must have an approved garage door with an automatic closing device; and the exterior material facing the street must be the same material as the front of the house, subject to variations granted in accordance with Item 8 of the Seventh & Eighth filings.
- (e) No front carports will be permitted. Rear carports on corner lots opening to the side will be permitted.
- (f) All driveways must be constructed adjacent to the property lines as follows: Lots facing streets that run basically North and South must have their driveways on the South side of the lot. Lots facing streets that run basically East and West must have their driveways on the East side of the lot.

<sup>1</sup> No Fourth Filing appears in the public records.

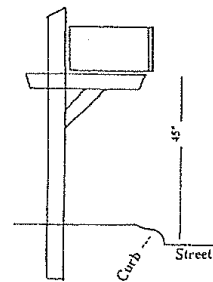
The Architectural Control Committee shall have the authority to vary the size, placement and location of the driveways when, in the Committee's sole discretion, a variance will prevent a hardship or provide a more desirable alternative to the provisions herein.

**3.03 Setbacks** The applicable setbacks shall be determined based on the lot upon which construction is to occur and are listed in the previously-filed restrictions and building conditions on file with the East Baton Rouge Parish Clerk of Court with the filing(s) associated with each lot listed in the table above. If the original filings do not address the setbacks applicable to any particular lot then the setbacks applicable to that lot shall be determined on a case by case basis by the Architectural Control Committee which shall assign setbacks which keep the proposed new construction as consistently in line with the adjacent and surrounding lots as is reasonably possible given the size and situation of the lot in question. Eaves on such buildings shall not extend over the property line. The Architectural Control Committee will review all plans with the idea of maintaining a minimum of five feet (5) variance of front line of adjacent houses and may require such a variance. The Architectural Control Committee shall have the authority to vary the front and side building line requirements in cases where, in the Committee's opinion, topographical feature warrant such a variance or where such variance would prevent the destruction of one or more desirable trees.

For the purposes of this restriction, eaves and steps shall not be considered as part of a building, provided, however, that this construction shall not be interpreted to permit any portion of a building to encroach upon another's lot. Eaves, cornices, buttresses, belt courses, sills and ornamental features shall not project into the minimum side yard more than forty-eight (48) inches.

**3.04 Exterior Materials.** The exterior of all residences shall be constructed of material that at the discretion of the Architectural Control Committee will enhance the appearance of the subdivision. Generally this shall be brick or brick veneer, however, other finishes may be utilized if prior approval is obtained from the Architectural Control Committee. No building or structure shall be constructed of imitation brick, imitation stone, or asbestos on the exterior; and said Architectural Control Committee may impose other appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which it may deem undesirable or which in its discretion detracts from the value of the dwelling itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures, will not be utilized.

**3.05 Mailboxes.** All mailboxes, in order to enhance the overall appearance of the subdivision, shall be uniform in design. The post for the mailbox shall be constructed of 4" by 4" lumber (preferably cedar) and the post design must be similar to that as here shown. Pre-constructed posts may be obtained from many hardware stores or building supply companies at a cost of from \$15 to \$25.00 each or may be constructed to these specifications. The post should be installed so that the bottom of the mailbox is 45" above the street level. It is recommended that the mailbox be a black Rubbermade Roughneck box that is manufactured in several different sizes or an equivalent mailbox. If two boxes are to be mounted in the same location, it is suggested that they be mounted on the one post with a cross arm. Any other design shall be approved in advance by the Architectural Control Committee.



## ARTICLE 4 Use Restrictions

- 4.01 Temporary Living Structures.** No structure of a temporary character and no trailer, mobile home, basement, tent, shack garage, bar or other outbuilding shall be used as a residence either temporarily or permanently.
- 4.02 Commercial Activity.** No commercial business or noxious or offensive trade or activity shall be conducted on any lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any lots for the construction of houses on other lots.
- 4.03 Signs.** No sign of any kind shall be displayed to the public view on any lot, except one sign of no more than five (5') square feet advertising this property for sale or rent or customary signs used by builder or real estate broker to advertise the property during the construction and sales period. This limitation shall not apply to the developer of the subdivision.
- 4.04 Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil well, tanks tunnels mineral excavations or shafts be permitted upon or in any lots. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 4.05 Animals.** No animals, livestock or poultry or any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, or in such number or conditions as may be offensive to other property owners in the subdivision.
- 4.06 Farming and Gardening on Vacant Lots.** No vacant lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for noncommercial purposes.
- 4.07 Garbage and Refuse Storage and Disposal** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free of obnoxious odor or insects.
- 4.08 House and Lot Maintenance and Upkeep.** Lot owners shall keep their respective lots mowed and free of noxious weeds, fallen trees and limbs, and other debris. Homeowners shall keep their homes clean and in good repair. Homes shall be cleaned and maintained such that they are free from any exterior signs of rot, decay, significant disrepair, or significant microbial or fungal growth.
- In the event that an owner fails to discharge this obligation, the Architectural Control Committee may, in its discretion, cause the lot(s) to be mowed, and the owner of such lot(s) shall be obligated to pay the cost of such mowing in accordance with Section 2.05.
- 4.09 Off-street Parking.** No boats, vehicles, campers or trailers of any kind or parts or appurtenances of any boats, vehicles, campers or trailers shall be kept, stored, repaired or maintained on any street or servitude or on any lot nearer to the street than the minimum building setback line or in any manner which would detract from the appearance of the subdivision.
- 4.10 Storage of Materials.** No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or

other building thereon; and at all times during the course of construction the premises shall be maintained in a reasonably orderly condition.

**4.11 Nuisances.** No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Lot Owners.

**4.12 Trees.** Cutting down or removal of any tree or trees from any lot or parcel is prohibited without first obtaining the approval, in writing, of the Architectural Control Committee. For approval of the removal of any tree with a circumference of greater than 18.50 inches, verification must be provided that the homeowner has insurance of the type and in the amount sufficient to cover any property damage or personal injury which could be caused by the removal of the tree.

**\*\*ARTICLE 5\*\* Homeowners Association**

**5.01 Home Owners Association.** In accordance with the provisions of La. R. S. 9:1141.1, et. seq and 9:1145, et seq., The Woodlands Homeowners Association, Inc., a Louisiana Nonprofit Corporation created under the provisions of La. R.S. 12:201, et seq, was created, incorporated, and duly constituted.

**5.02 Mandatory Membership.** Upon the purchase of a Lot, a Lot Owner will become a member of the Home Owners Association.

**5.03 Membership Rights.** The rights of a member of the Home Owners Association shall be governed by the bylaws and articles of incorporation of the Home Owners Association. A Lot Owner, as shown by the conveyance records of East Baton Rouge Parish shall be entitled to one (1) vote for each Lot owned by it and shall have such voting rights to be exercised as provided in the by-laws of the Home Owners Association. In the event of multiple owners of a Lot, such Lot Owners shall have only one vote and shall designate in writing to the Home Owners Association the person authorized to vote for such Lot(s). A Lot Owner shall not have the right to sell, assign or transfer its membership in the Home Owners Association to any person or entity separate from the transfer of ownership of the Lot related to such membership. The membership shall be an appurtenance to the ownership of the Lot and can not be divided from the ownership of such Lot.

**5.04 Duties.** The Home Owners Association will have the right to (i) maintain and oversee the all recreational, landscape, neutral grounds and other common areas and located in the Property, (ii) collect all dues owed on each Lot and send out notice of dues to each Lot Owner, (iii) in conjunction with the Architectural Control Committee, police and enforce these Restrictions (but the Architectural Control Committee shall have final control over the determination of any architectural or construction standards), (iv) provide such other services as may be decided by the Board of Directors which relate to the aesthetics of the Property and (v) provide such other services as may be authorized by its articles of incorporation and/or its bylaws, including the maintenance, mowing and landscaping of other common areas of The Woodlands Subdivision and other phases of the development of The Woodlands Subdivision. The Home Owners Association may provide security and guard service for the Property and the Lot Owners if approved by its Board of Directors.

**5.05 Dues.** All Lot Owners shall be assessed yearly dues in the amount of fifty and no/100 (\$50.00) dollars payable annually in advance to pay for the activities of the Home Owners Association. Payment shall be due in full on the first day of January of each calendar year with payments being considered late if paid on or after the first day February. The Home Owners Association will send notice of dues to the last known address of such person on the records of the Home Owners Association at the time of such mailing. In the event a Lot Owner does not pay the dues owed on its Lot within thirty (30) days from the date of notice of dues, the Lot Owner shall also be liable to pay a late fee in an amount equal to \$15.00 per invoicing of dues, which shall occur in 30-day intervals. Each Lot Owner shall be personally and solidarity liable and responsible to the Home Owners Association to pay all



dues assessed against his Lot, including all late fees and interest owed thereon to accrue at the applicable legal rate of interest, with such interest to accrue from date of giving of notice of default and all other costs and expenses, including but not limited to attorney's fees, incurred by the Home Owners Association and/or Architectural Control Committee in collecting the dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing these Restrictions. Dues may be increased at the annual meeting of the Home Owners Association or at a special meeting called for such purpose by a majority of the votes of the Lot Owners present and voting at such meeting. Dues may be decreased upon obtaining all of the following: (i) consent by a majority of the votes of the Lot Owners present and voting at the annual meeting of the Home Owners Association or at a special meeting called for such purpose and (ii) consent of the Board of Directors of the Home Owners Association. Notwithstanding any other provision herein, any owners or common areas, including The Woodlands Homeowners Association, Inc., shall not be responsible for the payment of any dues.

**5.06 Lien Rights.** It is hereby imposed upon all of the Lots the right of the Home Owners Association to impose and file in the mortgage records of East Baton Rouge Parish a privilege against any Lot, including a privilege under La. R. S. 9:1145, as security for the failure of a Lot Owner to pay any dues, late charges, interest, charges or expenses imposed upon such Lot Owner by the Home Owners Association and/or the Architectural Control Committee, including all reasonable attorney's fees incurred by the Home Owners Association in collecting dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing these Restrictions.

The Home Owners Association shall give written notice of default to each Lot Owner of the failure to timely pay such dues, charges, or any other violation of these Restrictions; and such Lot Owner shall have ten (10) days from the giving of such notice to correct such violations. In the event a Lot Owner does not cure such violations within the ten (10) day period, then the Home Owners Association may (i) file suit to enjoin or restrain continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover all dues, late charges, charges and interest owed to the Home Owners Association and/or damages for violations of these Restrictions, including all reasonable attorney's fees incurred by the Home Owners Association in collecting dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing these Restrictions, and/or (iv) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed to the Home Owners Association and to enforce any privilege filed by the Home Owners Association.

#### ARTICLE 6 General Provisions

**6.01 No Soil Condition Warranty.** Five L Development Corporation makes no warranty as to soil conditions. All trees in the subdivision have been removed and the entire area has been filled and compacted. Independent testing was performed by a state certified, testing laboratory. The compaction test results are available upon request.

**6.02 Duration.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots will have been recorded agreeing to change said covenants in whole or in part.

**6.03 Durability of Restrictions.** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter shall remain in full force and effect.

**6.04 Amendments to Restrictions.** These Restrictions may be amended or terminated at any time by a majority of lot owners who own at least fifty and one-tenth (50.1 %) percent of the total number of Lots located in the Property subject to these Restrictions, pursuant to an

agreement duly executed and properly recorded in the appropriate records of East Baton Rouge Parish, Louisiana. Notwithstanding the above, The Woodlands Homeowners Association, Inc., shall have the sole right to amend these Restrictions to (I) amend the definition of the Property, from time to time, to increase the size of the Property and this right shall remain for the duration of the Restrictions and (ii) amend these Restrictions, including modifying any of the use restrictions and/or minimum standards for construction (other than to increase the dues which are reserved to the Home Owners Association) pursuant to a written amendment duly executed, enacted, and properly recorded in the appropriate records of East Baton Rouge Parish, Louisiana.

**6.05 Notices.** Any notice required to be sent to any Lot Owner or other owner of property in the Property under the provisions of these Restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of such person on the records of the Home Owners Association at the time of such mailing. In the event the Lot Owner has not given an address to the Home Owners Association, the Home Owners Association is allowed to send notice to the Lot Owner at the municipal address of the Lot owned by it. Any notice or demand that is required or permitted hereunder to be given to any Lot Owner or other owner of property in the Property shall be deemed to have been sufficiently given and served for all purposes (if mailed) three (3) calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one (1) Business Day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed in accordance with the above.

THUS DONE AND PASSED, in duplicate originals, in Baton Rouge, Louisiana, this 15 day of November, 2019, in front of me, Notary Public, after a due reading of the whole.

THE WOODLANDS HOMEOWNERS ASSOCIATION, INC.

Witness By:	<u>Claire B. Grandy</u> Signature	<u>Claire B. Grandy</u> Printed Name
President:	<u>Craig S. Winchell</u> Signature	<u>Craig S. Winchell</u> Printed Name

NOTARY PUBLIC  
Notary Name: J. Mitchell  
Notary/Bar No. 33284

**JONATHAN E. MITCHELL**  
Louisiana Notary  
ID# 33284  
Commissioned For Life

RESOLUTION

BE IT RESOLVED that Craig Winchell, President of THE WOODLANDS HOMEOWNERS ASSOCIATION, INC. corporation, be and he is hereby authorized, empowered and directed to formulate and promulgate for and on behalf and in the name of this corporation such protective land restrictions and covenants as he in his sole discretion may deem proper with respect to those lots or parcels of ground (bearing Numbers 1 through 432 both inclusive) which constitute that certain tract or subdivision which is delineated on the maps prepared by Evans-Graves Engineers, Inc., and Consulting Engineers and attached to or prepared in connection with the first through seventh filings on record for The Woodlands Subdivision, located in Section 39, T75-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana, the property over which this homeowners' association presides.

\*\*\*\*\*

CERTIFICATE

I, Sandra S Brooks, hereby certify that I am the Secretary of THE WOODLANDS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Louisiana with its domicile in the Parish of East Baton Rouge, within said State, and that the above is a full, true and correct copy of a resolution adopted by the Board of Directors of said corporation at a meeting of said board which was legally called and held at the office of said corporation in the City of Baton Rouge, Louisiana, on the 29 day of October, 2019, at which meeting all of the members said board were present and voted therefore, and that said resolution is duly entered upon the minute book of said corporation and is now in full force and effect.

WITNESS my hand and the seal of this corporation at Baton Rouge, Louisiana, this 1 day of December, 2019

Sandra S Brooks  
Secretary