

STATE OF LOUISIANA
PARISH OF ASCENSION

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DEPUTY CLERK & RECORDER

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**ACT OF RESTRICTIONS
OF PIN OAK SUBDIVISION**

DEPUTY CLERK

BE IT KNOWN, that on this 10th day of January, 2005, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

D.G. INVESTMENTS, L.L.C., a limited liability company organized and existing under the laws of the State of Louisiana, with its partnership agreement recorded and on file and of record in the Parishes of East Baton Rouge and Ascension, represented herein by Ronald J. Doran, Jr., Managing Partner, hereinafter referred to as "Apparar".

Apparar is the owner and developer of the real property hereinafter described, and, by this act, imposes upon the property the restrictions, conditions, liens and servitudes hereinafter set forth.

1. PURPOSE

The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The real property described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures, and/or structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain property setbacks from streets; and, in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchasers of building sites therein.

2. THE PROPERTY

- 2.01 The real property now owned by Apparar and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

- 2.02 The real property now owned by Apparar who is in the process of developing twenty-seven (27) residential lots.

- 2.03 The property and all portions thereof shall hereinafter be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, and of which are imposed upon the property, and all of which shall run with the land.

3. IMPROVEMENT RESTRICTIONS

- 3.01 There is hereby created an Architectural Control Committee (the "ACC"), to be composed of three (3) individuals, one of whom must be an owner of a lot in PIN OAK SUBDIVISION. The members of the "ACC" shall be appointed by the subdividers until such time as the subdividers shall release this right to lot owners in the subdivision. The "ACC" shall serve without pay and shall check all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The decision of the "ACC", in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable, together with such additional real property as may

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by subsequent amendment be added to and subjected to this Act of Restrictions.

The first members of the "ACC" are:

- (A) Carl Courtney
- (B) Ronald J. Doran, Jr.
- (C) Charles Ginart

- 3.02 No residence, building, fence, wall or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and in the grading plan of the lot and plans for landscaping of the lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the "ACC" and a copy thereof as finally approved lodged permanently with the "ACC".
- 3.03 Two (2) sets of plans, including plot plan, must be submitted for "ACC" approval. One (1) set will be signed and returned to owner, and the other will be retained by the "ACC".
- 3.04 No house shall be erected, altered, placed or permitted to remain on any one of the said lots other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, a private garage or carport for not more than four (4) nor less than two (2) cars, and other accessories incidental to residential use of said lots, such as swimming pools, bathhouses and/or gazebos. If any part of a garage is located on the front one-half (1/2) of the respective lot, it must have an approved garage door. Houses constructed on corner lots shall include an attached or detached fully enclosed garage with a standard garage door. Detached servants' quarters or any other detached structure may be constructed only with the prior written approval of the "ACC", evidenced by majority vote thereof. In order to assure that location of houses will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual lot, taking into consideration that location of other houses, large trees, common facilities and similar considerations, the "ACC" reserves the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all residential building sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided, that in the event an agreed location is stipulated in writing in the contract of purchase, the "ACC" shall approve automatically such location for a residence.
- 3.05 In the event that the "ACC" fails to approve or disapprove within forty-five (45) days after any matter, including plans and specifications, has been submitted to it, approval shall not be required by the "ACC"; however, all other provisions shall continue to apply.
- 3.06 No residence shall be erected on any lot in PIN OAK SUBDIVISION containing, exclusive of porches, breeze ways, garage and carports, with less than the following square feet as applicable, to-wit:

Lots One (1) through Twenty-Seven (27), inclusive, shall contain a minimum of 1,600 square feet of living area.

The developer reserves the right to reduce the minimum square footage by no more than ten (10%) percent.
- 3.07 Unless approved in advance by the "ACC" (and provided that the placement on said lot does not violate any zoning or subdivision ordinances or regulations), no residence shall be built nearer than five (5) feet to the sideline of a lot, except as shown in the official subdivision plat. Front and rear minimum building setback lines shall be in accordance with the official subdivision plat.

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- 3.08 Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone or aluminum/vinyl siding, and not more than sixty (60%) percent of the exterior, at the discretion of the "ACC", may be wood or a similar building material. All painted exteriors must have at least two (2) coats. No window mounted heating or air conditioning units are permitted.
- 3.09 Flat roofs shall not be allowed unless approved in advance by the "ACC".
- 3.10 Lots shall be graded to direct drainage to the street except for lots naturally sloping away from the street subject to the approval of the "ACC". During and after construction, erosion shall be controlled by over seeding or sodding exposed slopes. The use of exposed drain pipe or impervious swale lining along the rear and side property lines is prohibited. Each homesite shall have drainage swales along the rear and side property lines as set out above. Lot owners are responsible for maintenance of these swales at all times. Natural drainage may be relocated only with approval of the "ACC" and local governing bodies.
- 3.11 No fence shall be erected on said lot beyond the front building setback line of the lot. All fencing material must be wood, brick, stucco or wrought iron, unless otherwise approved by the "ACC". Wood fences shall not be allowed within forty (40') feet of lakes and shall not be allowed across the rear of lake lots, if applicable.
- 3.12 No garage apartment shall be built and used for commercial purposes on any of said lots.
- 3.13 Servitudes of passage, use and for installation, maintenance of utilities, and for drainage facilities are reserved as shown on the final plat of PIN OAK SUBDIVISION.
- 3.14 Nothing in these restrictions shall prohibit an owner of any two (2) adjoining lots having frontage on the same street from erecting a residence on the two (2) lots, which shall be considered, for the purpose of these restrictions, as one (1) lot.
- 3.15 No lot or lots shall be sold except with the description as shown on the plat of the subdivision referred to above; provided, however, that any lot or lots may be subdivided or re-platted with the written consent of the "ACC", evidenced by a majority vote thereof.
- 3.16 Site lighting and security lighting should not infringe unreasonably upon adjacent neighbors.
- 3.17 Audible security alarms are discouraged. If audible alarms are installed, they must have automatic cutoffs.
- 3.18 Foundations should be properly designed by the builder, designer, or architect of each home. The developer does not warrant soil conditions, or its suitability for any purpose. Parish regulations should be reviewed carefully for slab elevation requirements.
- 3.19 Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subjected to the approval of the "ACC", and any standard adopted respecting any restrictions in this regard shall be final.
- 3.20 Skylights shall not be located on the front elevations of the home. Solar collectors may only be placed on the rear of homes subject to the approval of the "ACC".
- 3.21 Gazebos should relate architecturally to the design of the home in both form and material. Details and location of gazebos shall be submitted for approval with the landscape plan.
- 3.22 This subdivision shall be served by underground facilities only. Electric service from the existing electric distribution system to a residence shall be underground.

① Notice
157 houses
in subdivision
have white plaster

40' of
lakes
fence is
less than
40' from
lake

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What about
power lines

- 3.23 The owner shall not paint or decorate any portion of the exterior of any buildings without first obtaining written consent of the "ACC".
- 3.24 No outside lines, outside antennas, above ground improvements or hanging devices shall be erected or installed on any lot, subject to the approval of the "ACC", and any standard adopted respecting any restrictions in this regard shall be final.
- 3.25 No oil drilling, oil development corporation, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lots. No derrick or other structure designated for the use in boring for oil or natural gas shall be erected, maintained or permitted upon the surface of any lot.
- 3.26 No building materials and no building equipment of any kind may be placed or stored on any other lot except during the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes.
- 3.27 All mailboxes must be of the same design, material and paint color as approved by the "ACC". Specifications, prices and place of purchase will be provided by the "ACC" before installation.
- 3.28 Basketball goals are allowed as long as they are not attached to the residences.
- 3.29 The "ACC" may require that a residence having an airspace between the ground and the first floor enclose such airspace on the front and sides of the residence and/or front porch.
- 3.30 No residence shall be occupied until fully completed.
- 3.31 No tree being at least eight (8) inches in diameter, measured one (1) foot above the ground, and twenty (20) feet tall may be removed from any lot without approval of the "ACC".
- 3.32 Any residence must be completed within nine (9) months of the beginning of construction.
- 3.33 All residences must be constructed by a full-time licensed builder and be prior approved by the "ACC".
- 3.34 All driveways shall be located as shown on the attached "Driveway Layout Detail".

4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

- 4.01 Homes in PIN OAK SUBDIVISION shall be used for residential purpose only. No part of any property in this subdivision shall be used for apartment houses, offices, for schools, churches, assembly halls or fraternal houses. "Mother-in-Law" type residences are permissible so long as they are connected to or appear to be part of the main residential dwelling, and are of the same architectural design and material as the main residence. This type of dwelling may only be utilized for the immediate family and may not be used as rental property. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance.
- 4.02 No trailer, basement, shack, garage, barn or other out-building shall, at any time be used as a residence, temporary or permanently, except as may be provided in Section 3.29 above.
- 4.03 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators or other equipment for 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 (1) household only, provided it is not visible from the street and it is kept free from noxious odors and insects. Garbage cans shall be stored so that they are not visible from the road.

4.04 The keeping of a mobile home or trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motorboat, houseboat or other similar water born vehicle or recreational vehicle may be maintained, stored or kept on any parcel of property covered by these covenants only if stored behind the front corner of the residence.

4.05 No sign of any kind, except standard real estate signs, shall be displayed to the public view on or from any building site without the prior consent of the "ACC" or its agents.

4.06 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.07 There shall be no storage of any kind or obstructions placed or parked on any landscaped area without the prior written consent of the "ACC".

4.08 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance, repair, and modification shall be fulfilled in the same way as responsibility for the maintenance and repair of the property concerned.

4.09 Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep all lots mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the "ACC" may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees.

4.10 A developed lot may have a vegetable or ornamental garden that is maintained in an aesthetically pleasing fashion behind the residence. Any vegetable garden must be contained within a privacy fence.

4.11 Christmas lights shall not be installed before Thanksgiving and must be removed by January 7th of each year.

4.12 It is clearly understood that no activity shall take place on any lot prior to construction, except mowing of the lot. Any other activity must be approved by the "ACC".

4.13 Swing sets, trampolines, playhouses, children's swimming and/or wading pools, hot tubs, and any other such items which are not used for landscaping enhancement or aesthetic purposes must be maintained behind the front building setback line of each lot. It is clearly understood that each lot owner shall maintain his property to provide maximum safety precautions surrounding the installation of any water holding container.

4.14 No commercial vehicles with six (6) wheels or more shall be parked on the street in front of any lot, or any place on homeowner's property except area approved in writing by "ACC".

5. LANDSCAPE, PRIVATE FENCE AND PASSAGE SERVITUDES AND COMMON USE AREA INCLUDING THE LAKE

5.01 The landscape, private fence servitude, servitudes of passage and common use areas, if any, shown on the plat of PIN OAK SUBDIVISION, are dedicated to the

common use of the enjoyment of the lot owners of PIN OAK SUBDIVISION and the care, upkeep and maintenance of these areas are not the responsibility of the City-Parish Government of Ascension Parish, but shall be the responsibility of the lot owners of PIN OAK SUBDIVISION. The cost of lighting these common areas is to be born by the lot owners as part of the maintenance fee.

- 5.02 The PIN OAK SUBDIVISION "ACC" shall be in charge of collecting fees, and also in charge of maintenance.

6. COVENANTS FOR MAINTENANCE ASSESSMENTS

- 6.01 The PIN OAK SUBDIVISION "ACC" shall be a non-profit organization created for the purpose of enforcing restrictions and collecting fees to be used to maintain the landscape servitudes of PIN OAK SUBDIVISION. It shall also have the power to enforce the collection of these fees set forth hereafter, and enforce the provisions of these restrictions.

- 6.02 The "ACC" has the specific right, upon a majority vote of its members, to levy and collect (by legal proceedings if necessary) from each lot owner in PIN OAK SUBDIVISION, an annual assessment in an amount it determines necessary in order to provide said subdivision with lighting, maintenance of the common areas, gardening and any other services generally undertaken or furnished by private associations of property owners. Any assessment shall be made in writing directed to the property owner, and upon failure to pay within thirty (30) days from the date the notice is given, a copy thereof shall be filed with the Clerk and Recorder for the Parish of Ascension, State of Louisiana, and will act as a lien upon the property so assessed. Annual assessment shall be determined by a majority vote of lot owners. It is specifically understood that each lot is entitled to one (1) vote.

- 6.03 Indemnification. Each member of the "ACC" shall be indemnified by the owners of lots against all liabilities and expenses, including attorney fees reasonably incurred or imposed on him in connection with any proceeding in which he may be a party or in which he may become involved by reason of his being or having been a member of the "ACC" at the time such expenses are incurred, unless the member of the "ACC" is adjudged guilty of wilful malfeasance in the performance of his duties. The above described right of indemnification shall be non-exclusive of all other rights to which such member of the "ACC" may be entitled but shall be in addition to such other rights.

- 6.04 All cash amounts or cash sums due pursuant to the terms of this agreement or any assessments that have been levied, shall bear interest at the rate of twelve (12%) percent per annum from the date due until paid. Any party who fails to comply with that said party's obligations hereunder shall also be liable to pay court costs and reasonable attorney's fees of the other party.

- 6.05 The "ACC" has the right to dedicate or transfer all or any part of the common area to any public agency, authority or utility, or private corporation for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the "ACC" members agreeing to such dedication or transfer has been recorded.

7. MISCELLANEOUS PROVISIONS

- 7.01 These stipulations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date, at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by written consent of the majority of the owners of the lots in said subdivision, duly recorded in the conveyance records of this Parish, it is agreed to change said stipulation and restrictions, in whole or in part. In which event the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to abolish or amend shall cease to have further force or effect at the end of the then current term, and all remaining restrictions, amended or otherwise,


shall remain in full force and effect for the succeeding term.

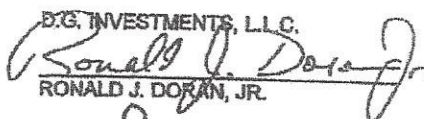
7.02 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot, or for The Development Company or the "ACC", to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing or to recover damages or other amounts for such violation. Any first or subsequent purchaser of any lot in PIN OAK SUBDIVISION shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, to seek both of those types of relief or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.03 Invalidation of any one of these stipulations or restrictions, or a part thereof, by judgment or Court Order, or as herein provided, shall in no way affect any other provision herein contained, which other provisions shall remain in full force and effect.

THUS DONE AND SIGNED at Gonzales, Louisiana, on the day first hereinabove written.

WITNESSES:


Franky O. Guillet

D.G. INVESTMENTS, L.L.C.

RONALD J. DORAN, JR.

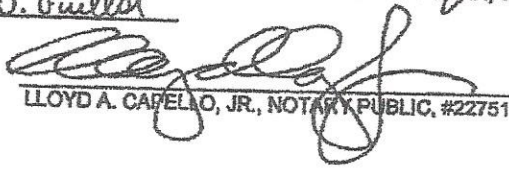

LLOYD A. CAPELLO, JR., NOTARY PUBLIC, #22751

EXHIBIT "A"

The North half of a certain tract or parcel of land, together with all buildings and improvements, situated in the Ninth Ward of the Parish of Ascension, State of Louisiana, containing twenty (20) acres. Said twenty acres of land to be taken from the eastern portion of lot one (1), Section 29, T8S, R3E, Southeastern District of Louisiana. Said twenty acres being bounded on the North by lands of Hebert and Hudson; East by the Old Gonzales Highway; South by lands of Stafford and the George Parker Tract, and West by lands of Ronaldson & Pucket Co. Ltd.

Being the same property acquired by Malben Hodgeson by act dated May 12, 1944, and recorded in COB 81, Folio 327, on May 15, 1944, records of Ascension Parish, Louisiana.

LESS AND EXCEPT: Parcel sold to Glavin B. Hodgeson, dated October 27, 1966, and recorded in COB 119, Folio 10, File No. 49886, Clerk's office, Ascension Parish, Louisiana.

A CERTAIN TRACT OR PARCEL OF LAND CONTAINING APPROXIMATELY 8.762 ACRES BEING KNOWN AS THE WILLIAM C. HAYWARD, III, TRACT, BEING A PORTION OF THE NORTH HALF OF THE EAST TWENTY ACRES OF LOT 1, LOCATED IN SECTION 29, T-8-S, R-3-E, SOUTHEASTERN LAND DISTRICT, ASCENSION PARISH, LOUISIANA, AS SHOWN ON MAP TITLED "MAP SHOWING SURVEY OF 8.76 ACRE, WILLIAM C. HAYWARD, III, TRACT," BY SIGMA ASSOCIATES, INC., DATED OCTOBER 27, 1997, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the intersection of the westerly right-of-way line of LA Hwy. 44 and the southerly right-of-way line of LA Hwy. 42 proceed south along the westerly right-of-way 291.36 feet to a point and corner, said point being the "POINT OF BEGINNING."

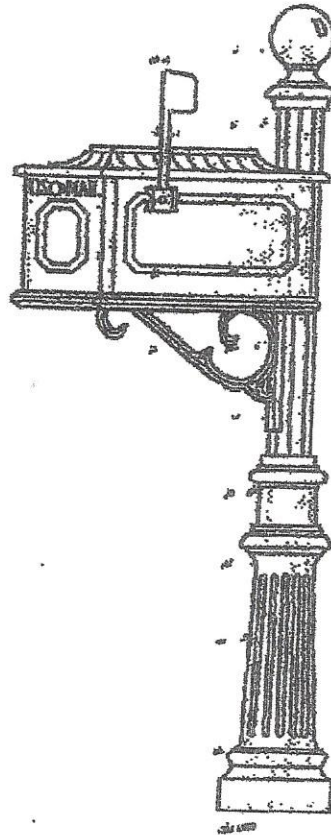
Thence continue along the westerly right-of-way of LA Hwy. 44, being the arc of a curve having an arc length of 317.00 feet, a radius of 1115.47 feet, a delta of $16^{\circ}16'57''$, a chord bearing of South $09^{\circ}38'27''$ East, a chord length of 315.93 feet to a point and corner;

Thence proceed South $01^{\circ}29'59''$ East, a distance of 3.36 to a point and corner;

Thence proceed South $88^{\circ}38'04''$ West, a distance of 1226.91 feet to a point and corner;

Thence proceed North $01^{\circ}30'41''$ West, a distance of 313.57 feet to a point and corner;

Thence proceed North $88^{\circ}30'59''$ East, a distance of 1182.23 feet to a point and corner, said point being the "POINT OF BEGINNING."



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(Early American)

END OF DOCUMENT-APOC

Condensed Version HOA Regulations

Purpose

1. Uniform plan of development
2. Preserve property values
3. Insure most appropriate development/improvement of buildings
4. Protect owners against improper use and depreciation of property
5. Guard against erection of poorly designed structures or use of inappropriate materials
6. Provide for quality improvement to enhance property value

Improvement Restrictions

1. Architectural Control Committee to
 - a. Check plans to insure compliance with restrictions/covenants
 - b. Residences altered/rebuilt/built shall not use imitation brick, aluminum or vinyl siding
 - c. No flat roofs
 - d. No window mounted A/C or heating units to be visible from road (rear OK)
 - e. No fence erected beyond front of building setback
 - f. Fence material limited to wood, brick stucco or wrought iron
 - g. No wood fence within 40 feet of lake
 - h. No garage apartments
 - i. Site lighting and security lighting not to infringe on neighbors
 - j. Audible security alarms discouraged and use automatic shut off
 - k. Outside lighting, music, or sound producing devices that affect neighbors is discouraged
 - l. Gazebos must be architecturally similar to home
 - m. No skylights in front of house
 - n. Repainting or outside redecoration needs approval of ACC (Unless direct replacement in style and/or color)
 - o. No oil drilling
 - p. Mailboxes all alike following pattern provided
 - q. Basketball goals ok as long as not attached to house

General covenants/Obligations/Restrictions

1. Homes for residential purposes only (Mother-in-Law residences ok as long as connected to and appear to be part of main residence. For immediate family only)
2. No live stock
3. Pets not allowed to roam freely
4. No outbuildings to be used as a residence
5. Keeping of mobile home or trailer with or without wheels not allowed

6. No motorboat/houseboat kept in front of house
7. Garbage cans stored so as not to be visible from road
8. No activities which will become annoyance o other residents
9. No signs except Real Estate "For Sale" signs
10. All valid laws, zoning ordinances, and regulations of the local government shall be observed
11. Each individual resident responsible for landscaping—to keep lot clean, orderly, mowed and free of trash (In the event this is not done ACC may cause such work to be done and the owner/resident shall be responsible for all costs)
12. Christmas lights installed after Thanksgiving and taken down by January 7
13. Swing sets and trampolines and playhouses kept in rear of house not on front lawn
14. No commercial vehicles with 6 wheels or more parked in front of or in driveway of any house
15. Common area for property owners use and enjoyment or residents and upkeep (including trash removal) is responsibility of residents

Covenants for Maintenance Assessment

1. Non-profit group to enforce restrictions and collect fees
2. Right to collect from each owner an annual assessment for purposes of maintaining common area
3. Failure to pay assessment within 30 days —a copy of the assessment can be given to the Clerk and Recorder for Ascension Parish and such document will act as a lien on the property
4. Each ACC member is indemnified against all liabilities
5. Cash sums due and assessments levied shall bear a 12% interest rate charge

Condensed October 30, 2015

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
PIN OAK SUBDIVISION HOMEOWNERS ASSOCIATION, INC**

BE IT RESOLVED, that the President of this Corporation, JASON PUGH, is hereby authorized and empowered for and on behalf of the corporation to purchase, sell, lease, or otherwise alienate any and all types of property, real, personal, or mixed, purchased by, or sold to or owned by the corporation in the State of Louisiana, and to execute any and all contracts containing and upon such terms and conditions as he may determine fit and proper, the corporation hereby ratifying all prior sales, purchasing contracts made on behalf of the corporation by him;


BE IT FURTHER RESOLVED that the President of this Corporation, JASON PUGH, shall be and he is hereby authorized and empowered on behalf of the corporation to sign any leases, acts of sale, acts of mortgage, acts of donation, acts of sale with mortgage, acts of assumption of mortgage, contracts, promissory notes, and any other documents necessary to carry out the authority granted in this section.

CERTIFICATE

I am the duly acting, qualified Secretary of PIN OAK SUBDIVISION HOMEOWNERS ASSOCIATION, INC. and that:

- a) PIN OAK SUBDIVISION HOMEOWNERS ASSOCIATION, INC is duly organized and existing under the laws of the State of Louisiana; that all franchise and other taxes required to maintain its corporate existence have been paid when due, that no such taxes are delinquent; that no proceedings are pending for forfeiture of its charter or for its dissolution, voluntary or involuntary; that it is duly qualified to do business in the State of Louisiana, is in good standing with such state; there is no provision in the Articles of Incorporation or Bylaws of said corporation limiting the power of the Board of Directors to pass the Resolution set out above and that the same is in conformity with the provisions of said Articles of Incorporation and Bylaws; and
- b) The above and foregoing constitutes a true and correct copy of the resolution adopted at a meeting of the Board of Directors of said corporation held on the 2 day of July, 2007, at which meeting a quorum was present and voted in favor of said resolution, and said resolution has never been modified or rescinded and is still in full force and effect.

Date: 8/12/07



JASON PUGH, President

END OF DOCUMENT APCC