

Livingston Parish Recording Page

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CLEARLAKE SUBDIVISION

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Deputy Clerk

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
CLEARLAKE SUBDIVISION – FILING ONE OF
CLEARLAKE AT JUBAN CROSSING HOMEOWNERS ASSOCIATION, INC.
(November 8, 2020)**

**State of Louisiana
Parish of Livingston**

BEFORE ME, the undersigned Notary Public, personally came and appeared: Murray Corkern, President, and Donna Bernard, Secretary, of Clearlake at Juban Crossing Homeowners Association, Inc., Inc., a non-profit corporation organized under the laws of the State of Louisiana, and having its principal place of business in the Parish of Livingston, who declared that pursuant to the majority vote of the members of Filing One of the Association completed on November 8, 2020, they now appear for the purpose of executing this act to amend and restate (1) the Declaration of Covenants and Restrictions for Clearlake Subdivision, Filing One (recorded in the mortgage and conveyance records of Livingston Parish as COB Book 668 , Page 711 recorded November 21, 1995.

And said appearers further declared that by a lawful vote of owners of the lots in Clearlake Subdivision, Filing One it was resolved as follows:

WHEREAS, the Clearlake at Juban Crossing Homeowners Association, Inc. ("the Association") desires to provide for the preservation of the values and amenities in the Clearlake Subdivision Filing One, in Livingston Parish, Louisiana, for the maintenance of the lakes, recreation area and other common facilities; and, to this end, subjects the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, members of the association have deemed it desirable to provide for the efficient preservation of the values and amenities in said community; and

WHEREAS; the Clearlake at Juban Crossing Homeowners Association, Inc., was incorporated under the laws of the State of Louisiana, as a non-profit corporation, for the purpose of maintaining, administering, and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW THEREFORE, the Association declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the CLEARLAKE AT JUBAN CROSSING HOMEOWNERS ASSOCIATION, INC.
- (b) "The Properties" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.
- (g) "Structure" shall mean anything built or constructed or anything composed of parts arranged together in some way that is over 18 inches at any point above ground level. Something living is not a structure. However, driveways and walkways are considered structures.
- (h) "Days" shall mean calendar days.
- (i) "Signature" or "Execution" when used as assent to an instrument shall mean a ballot cast in favor of a proposal.
- (j) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.
- (k) "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a dation en paiement in lieu of a judicial foreclosure.
- (l) "Lease" or "Rental" shall mean and refer to any lease, sublease, or rental contract, whether oral or written.
- (m) "Annual Assessment" may also be referred to as "Dues".
- (n) "Submission" shall mean documents received by the Association that are deemed to be complete by the Board.
- (o) "Noxious" or "Offensive" or "Obnoxious" shall mean activities that are harmful to the quality of the environment or enjoyment of the subdivision as determined by the Board.
- (p) "New Construction" shall mean any building, fence, wall or other structure and any exterior addition to or change or alteration therein after November 8, 2020.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

Section 1. Existing Property. The real property, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Livingston Parish, State of Louisiana, and is known as CLEARLAKE SUBDIVISION FILING ONE, comprised of ten (10) lots, together with the Common Properties designated on the plats of said subdivision located in Sections 4, T7, S-R 3 E, G.L.D Livingston Parish, Louisiana, which plats have been recorded with the Clerk of Court of Livingston, Parish, Louisiana, all of which real property shall hereinafter be referred to as "Existing Property".

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE
CLEARLAKE AT JUBAN CROSSING HOMEOWNERS ASSOCIATION, INC.

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in Filing One which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have one class of voting membership. Members shall be all those owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Section 3. Voting on Issues. In all cases where a vote of the membership is requested, a majority vote is required after a 60% quorum is met of all voting member of the Association. Exceptions are for election of board members where a simple plurality is required or for the election of the Arbitrator.

Section 4. Rental of Property. Rights and duties are transferred to renters/lessees except for dues, assessment payments, and voting rights. A copy of the lease must be on file with the secretary of the association. Leases must be for a period of six (6) months or more.

**ARTICLE IV
PROPERTY RIGHTS
IN THE COMMON PROPERTIES**

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot. The Board may establish rules for use of the Common Properties which promote safety and prevent damage.

Section 2. Title to the Common Properties. The Association holds and retains title to the Common Properties.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights of the Association, as provided by its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period lasting through a post-correction inspection by the Board of Directors determining that an infraction of its published rules and regulations has been resolved.

(b) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(c) the right of the Association to close certain areas to use, if in the opinion of the Board of Directors, such areas are no longer safe or use would cause significant damage.

**ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used

exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes, insurance of all kinds and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment shall be based on upcoming June 1st through May 31st yearly budget needs as proposed by the Board of Directors of the Association Members per lot. The annual assessment may be approved or changed by vote of the Association Members, as hereinafter provided.

Section 4. Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of described capital improvements upon the Common Properties, sewer, drainage, or private street repair including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority vote after a quorum is met of 60% of the Members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum Annual Assessments. The Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of a majority vote after a quorum is met of 60% of the Members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section III hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to the merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6 Annual Assessment: Due Dates. The regular annual assessments for any year covering the period beginning June 1st through May 31st of the following year shall become due and payable on the first day of June of said year. The assessments will become delinquent on the 15th day of June of said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

No abatement or diminution of the assessments shall be claimed or allowed by reason of an alleged failure of the Association to take some action or to perform some function required to be taken or performed by the association or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from date of delinquency at the rate the then current lending rate but not less than 5% per annum, and the Association may bring an action at law (not subject to Article VIII) against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event of a judgment obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein (a) all Common Properties as defined in Article I, Section 1 hereof; (b) all properties exempted from taxation by the laws of the State of Louisiana, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE AS ASSIGNED TO
CLEARLAKE AT JUBAN CROSSING HOMEOWNERS ASSOCIATION, INC.
RECORDED WITH THE LIVINGSTON PARISH CLERK OF COURT
February 26, 2019 – File Number 942719 Book 1344 Page 809

Section 1. Review by Board. No New Construction building, fence, wall or other structure shall be commenced, erected or kept upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design of Filing One and location in relation to surrounding structures and topography by the Board. In the event that the Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and accepted as complete, or in any event, if no action to enjoin the addition, alteration, or change has been commenced within two years after the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Submission Materials. The Board of Directors, in its sole discretion, will determine what materials it will require as part of a submission package for a specific request for approval. The Board of Directors will have 15 days to notify the submitter of an incomplete submission, specifying the deficiencies, or the submission will be deemed complete.

ARTICLE VII
PROTECTIVE COVENANTS

Section 1. As defined in Article 1, Section “p” herewith, “New Construction” shall mean any living unit, building, fence, wall or other structure and any exterior addition to or change or alteration therein after November 8, 2020.

Section 2. All of the lots contained in Clearlake Subdivision, Filing One are hereby designated as residential lots, and (1) single-family dwelling. Apartments, garage apartments or duplex buildings designed for an additional family dwelling and not allowed.

Section 3. No lot shall be used for commercial purposes or home occupations such as beauty shops, doctors' offices, dress shops, industry or trade, school, church, assembly hall or fraternal group home or related activities where clients call at the premises.

Section 4. These restrictions prohibit a re-subdivision of any lot(s) from any dimensions other than those shown on the official recorded plats of Clearlake Subdivision, Filing One without the written consent of the Board of Directors of the Association.

Section 5. New Construction After November 8, 2020:

5.1 The Board of Directors of the Association, in its sole discretion, shall approve or disapprove proposed new construction according to its policy of maintaining a variance on front lines of adjacent houses, and shall have the authority to vary the front and side building line requirements in cases where the Board finds topographical features warrant such a variance or where such a variance would prevent the destruction of one or more desirable trees; provided, however, in no instance may the front or side building line requirements be less than required by Livingston Parish building and permitting requirements. Residences must face the front (street side) of the lot. Driveways and provisions for ingress and egress shall be from street and shall be built of concrete.

5.2 Construction shall begin within 60 days from plan approval of Board. The minimum area requirements for residential structures shall be 1750 square feet of living area, and no more than two (2) story structures. The determination of "living area" shall exclude open porches, screened porches, porches, porches with removable storm windows, breezeways, patios, outside or unfurnished storage or utility areas, garages or carports.

5.3 All mailbox locations and mailbox specifications must be uniform and the style that was chosen previously by the Architectural Control Committee and approved by the Board of Directors.

5.4 New Construction: Roofing shingles must be Architectural Shingles as approved by the Board of Directors.

5.5 Buildings or structures shall not be constructed using asbestos siding, imitation brick or imitation stone on the exterior. Brick or stucco are permitted and must cover 70% of the exterior. Soffit and fascia shall be aluminum or vinyl.

5.6 Main living unit may be built on concrete slab or on piers not to exceed 30 inches above the ground.

5.7 No structure in addition to the main building shall be constructed of material which does not conform in every respect to the exterior construction of the main building constructed on the lot.

5.8 Prior to and after construction, all purchasers must maintain their property free of debris, high grass and weeds. The Board of Directors shall give notice by certified mail and regular mail to any owner who does not maintain his property accordingly. If the property has not been maintained prior to end of the 30-day notice period, the Board of Directors may maintain the property free of high grass, weeds and debris and thereafter file a lien

against the property setting forth the cost required to maintain such property as well as any other associated expenses incurred.

5.9 Building set back lines are imposed as shown on the official recorded plats of Clearlake Subdivision Filing One on file in the office of the Clerk and Recorded for the Parish of Livingston, Louisiana.

5.10 A structure should not be built on a lot closer to the front property line in comparison to the distance of the adjacent house from the property line. In the case of a house on either side, the house that is the closest to its respective front property line is the one that should be used for comparison. No structure shall be located on any lot nearer to the side of the property than ten (10) feet or the rear of the property line nearer than fifteen (15) feet.

5.11 Residences built on concrete slabs shall have garages and carports attached to the main dwellings that are built on concrete slabs, must accommodate two vehicles, but must not be nearer to the side of the property than ten (10) feet or rear property line than fifteen (15) feet and must be wholly located at or behind the front of the main residential building.

5.12 Residences built on piers may have detached garages or carports must be double and accommodate 2 vehicles, and shall not open to the street on which the residence faces, unless located wholly on or behind the front of the main residential building and not be nearer to the side of the property than ten (10) feet or rear property line than fifteen (15) feet.

5.13 Built in, front or side loading garages with electric garage doors must be double and accommodate a minimum of two vehicles. Electric garage doors must be made aluminum/metal.

5.14 Bulkhead installation plans must be submitted to the Board for approval prior to installation. Bulk heads are to be constructed of marine wood or vinyl materials installed vertically from side to side of the entire lot, secured by proper anchoring and properly adjoining any neighboring bulkheads.

5.16 Fences will not be allowed between the front of a house and the street. Exceptions would be a gate across the driveway with a small (less than 10 feet) section of fence on either side.

5.17 The location, material and design of all fences must be approved by the Board of Directors. Fences shall be eight (8) feet or less in height unless approved by the Board. No fence shall be constructed of corrugated metal, concrete bloc, or chain link.

5.18 Construction period must be limited to 9 months from the date of issuance of the building permit. Included in this construction period is the completion of sodding and grading of lot, landscaping and construction of bulkhead. A 1, 2- or 3-month extension period must be requested in writing with explanation and approved by the Board. New construction period cannot exceed, in total, a 12-month period.

5.19 Garages, carports, storage and outbuildings must be built to match the living unit in construction materials and exterior finish. These buildings must be built on a concrete slab. Portable-type buildings are not allowed, i.e. Morgan buildings, vinyl storage buildings, metal sheds, etc.

5.20 "Window-type" air-conditioning units will not be allowed.

Section 6. Servitudes and rights-of-way for the installation of and maintenance of utility and drainage facilities, as shown on the official recorded plats of Clearlake Subdivision, Filing One are dedicated to the perpetual use of the public for such purposes and shall not be built in, or fenced so as to prevent use of said servitude for their intended purpose. No trees shrubs or plants may be planted nor shall any building fence, pier, structure or other improvements be constructed or installed within or over any utility servitude or right of way so as to prevent or unreasonably interfere with the purpose for which the servitude or right of way are granted.

Section 7. No person shall install a privately-owned sewer treatment system.

Section 8. All buildings and structures on any lots shall be constructed thereon and no building or any structure may be moved onto any lot in the subdivision, unless approved by the Board.

Section 9. No structure of a temporary character and no trailer, tent, shack, barn or other such outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 10. No noxious or offensive activities shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The determination of a situation as nuisance is at the sole discretion of the Board and that determination shall be final.

Section 11. Mailboxes must be kept in good repair and maintained by the property owner and at the property owner's expense. Replacement mailboxes locations and mailbox specifications must be uniform and the style that was chosen previously by the Architectural Control Committee for Clearlake Subdivision and approved by the Board of Directors

Section 12. No sign of any kind shall be displayed to the public view on any lot or in the streets of the subdivision, except one sign of no more than five (5) square feet advertising the property for sale, or a customary sign used by a builder or real estate broker to advertise the property during the construction or sale period.

Section 21. In the event any owner of a lot does not provide the reasonable maintenance of their property in compliance with the Covenants and Restrictions, the Board of Directors shall give the delinquent owner thirty (30) days written notice of his maintenance deficiency, and should said owner fail to correct the deficiencies prior to the end of the 30-day notice, Board may cause said deficiency to be corrected at the expense of the delinquent owner. The Board may cause a lien to be filed against the property of the property owner for the value of the expense incurred in connection with the repair of the maintenance deficiency and said Board may bring an action of law against the owner personally to enforce said lien, including the collection of reasonable attorney fees and court costs.

Section 22. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free from obnoxious odors and insects.

Section 23. No boats, boat trailers, vehicles, campers, conveyance vehicles, utility tandem or single axle trailers or parts or appurtenances thereof shall be kept, stored, repaired or maintained on any street or on any lot nearer to the street than the front of the house, or in any offensive or unsightly manner.

Section 24. Each property owner adjacent to the lake is required to have and maintain in good repair, so as to serve in the intent designed, an effective bulkhead. Major renovation or replacement of bulkheads installation plans must be submitted to the Board for approval prior to installation. New Construction bulkheads are to be constructed of marine wood or marine vinyl materials installed vertically with proper, sustaining anchoring.

Section 25. Shingled roofs must be replaced with architectural shingles as approved by the Board. Metal roofs, installed prior to November 8, 2020, may be repaired or replaced with like material and color as approved by the Board.

Section 26. Electric garage doors, front or side loading as a part of the main living unit, must be automatic and made of aluminum/metal and must be maintained in operating condition and must remain closed when the garage is not in use. Wooden garage doors are not acceptable.

Section 27. No lot shall be used for commercial farming or gardening purposes.

Section 28. Satellite dishes are considered structures requiring approval by the Board prior to installation. They should be located such that they are in least possible view from the street and adjacent homes.

Section 29. Storage compartments (e.g., PODS) are considered portable type buildings, and according to the guidelines are not allowed. When they are intended for a finite purpose, such as storage of materials and supplies during construction, preparation for moving in or out, approval is required and will only be given for a finite time period, not to exceed one (1) month. A new request will be required after one (1) month has elapsed. The type of storage container, with

details on dimensions and material of construction must be provided with the request, along with intended location and expected duration of usage. In general, storage should be done off-site.

Section 30. Installation of solar panels requires Board approval as with other construction projects.
See Addendum 1

Section 31. If for any reason a stump of a tree remains in the front yard of a residence following cutting or collapse, the stump must immediately be removed below grade by stump grinding.

Section 32. Driveways must be constructed of concrete and must remain in good repair. Holes or trenches made by parking off the driveway will not be allowed. Driveways, driveway repairs built of asphalt, brick, gravel or limestone are not allowed.

Section 33. Building of docks and piers must be submitted in writing to the Board for approval and may not exceed 10 feet into the lake beyond the bulkhead.

Section 34. There shall be no motor -powered boats or any other items that are motor powered will allowed in the lakes. Only battery powered trolling motors and paddleboats are allowed.

Section 35. No diving into the lakes is permitted.

Section 36. At no time is fishing, use of lakes or common properties allowed, except by the property owner or with the property owner present. In such case as the rights and duties or the homeowner are transferred to renter/lessee, fishing and use of lakes or common properties will be allowed only with the renter/lessee present. As in Article III, Section 4 herewith, a copy of the leases for six (6) months or more must be on file with the secretary of the association.

Section 37. Dumping or discharge into our lakes on any material, liquid or solid, is illegal and will result in reporting to the LA DEQ and can potentially result in high fines by that agency. These materials include, but are not limited to, pet waste, seafood water, chemicals, oils of any kind, leaves, grass, etc.)

Section 38. No motorized vehicles and equipment to include utility trailers are allowed on the Common Properties except for maintenance purposes.

Section 39. No junked, non-running, or abandoned vehicle or without current license and registration shall be kept on any property or in the street.

Section 40. Overnight parking (between 10 PM and 6 AM) of residents or guests shall not be allowed in the street.

Section 41. "Window-type" air-conditioning units are to installed in such a way that they are not visible from the street.

Section 42. With the exception of domestic pets such as dogs and cats, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Domestic pets such as dogs, cats, or other household pets are permitted, provided that they are not kept, bred or maintained for any commercial purposes. The determination of excessive numbers or conditions that are offensive or a nuisance to other property owners shall be determined at the sole discretion of the Board and that determination shall be final.

Section 43. Domestic dogs are to be kept at all times in the residence, a completely fenced back yard, or on a leash and must be curbed.

Section 44. Pet waste in Common Areas must be picked immediately up and disposed of in appropriate waste bags to avoid fines set and imposed by the Board and set forth in the Bylaws.

Section 45. Domestic animals shall not be such kind or of such disposition as to cause a nuisance or danger to the community. The determination of a situation as nuisance is at the sole discretion of the Board and that determination shall be final.

ARTICLE VIII ENFORCEMENT

Section 1. Notification of Violation. If a violation of the Protective Covenants or rules of the Association (other than non-payment of assessments) is suspected, the Board is authorized to investigate the violation. If the Board determines that a violation has occurred or will occur, it will notify the Owner at the address kept on the books of the Association. This notification will include the Article and Section of the claimed violation with the action requested of the Owner and the date a response is required.

Section 2. Response Requirement by Owner. The Owner will have 10 days from the date of mailing of the notification to respond either that he agrees with the Board's decision and will comply with the Board's requested action or that he disagrees with the Board's determination. The Owner may not proceed with the alleged violation once he has received the Board's notification.

ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term from November 8, 2020, to July 10, 2031 (3896 days), after which time said covenants shall be automatically extended for successive five (5) years periods unless an instrument signed by the then **Filing One** Owners of two-thirds (2/3) of the Lots has been recorded agreeing to dissolve.

Section 2. Notices. Any notice required to be sent to any Filing One Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Filing One Member or Owner on the records of the Association at the time of the mailing.

Section 3. Enforcement. The Board of Directors or **any Filing One lot owner** shall be entitled to seek enforcement of these covenants and restrictions as described in Article VIII against any person or persons violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages, and against the land to enforce any liens, created by these covenants; and failure by the Board or any other to enforce any covenant or restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment of a court shall in no way affect any other provisions which shall remain in full force and effect. In all cases where a vote of the membership is requested, a majority vote is required after a 60% quorum is met of all voting member of Filing One of the Association.

Section 5. Amendment. This Declaration may be amended by a majority vote in writing after a 60% quorum is met of all voting members of Filing One, with each Lot representing a single vote exercised by the signature or other indication of the Owner (or of a single co-owner presumed to be acting on behalf of the other co-owners). The agreement may be obtained by written proxy ballot provided notice is sent to the Owner not less than thirty (30) days prior to the date by which the return ballot must be received, or at a meeting of the Owners provided notice is sent to each Owner not less than thirty (30) days prior to the date of the meeting. The agreement of the required percentage of the Owners to any amendment of this Declaration may be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President or Secretary of the Association stating that the agreement of the required percentage of Owners was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

(a) Amendments are proposed by the Board.

Section 6. Amendment Superiority. Whenever these Covenants and Restrictions are amended, the amendment takes precedence over any conflicting previous document, Article, Section, sentence, or word.

Section 7. Will of the Members. These Covenants and Restrictions are the membership's will and desire. A resident(s) of Filing One who challenges or causes the need to defend these Covenants and Restrictions, in any forum will bear the entire cost of the Association's defense if the resident(s) does not prevail. Defense may also mean the need to present the Covenants and Restrictions, for any reason, in court.

Section 8. The right of association officers, employees, or contractors to enter lots in performance of their duties at reasonable hours and with reasonable notification is granted from all lot owners.

Executed in Livingston, Louisiana on this 9 day of November, 2010, in the presence of the undersigned competent witnesses and me, Notary.

WITNESSES:

CLEARLAKE AT JUBAN CROSSING HOMEOWNERS ASSOCIATION, INC.

[Signature]

Murray Corkern
Murray Corkern, President

Jim Burns

Donna Bernard
Donna Bernard, Secretary

Jeni Caillouet
NOTARY PUBLIC



OFFICIAL SEAL
JENI CAILLOUET
NOTARY PUBLIC
NOTARY # 151366
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

ADDENDUM 1

Solar Panel Installation Guidelines

**Architectural Guidelines for Installation of Solar Panels (sometimes called Modules)
Including Electrical generating and Thermal collecting whose use is to collect energy from
sunlight or the environment**

- Panels are restricted to the side and back roof of the house but is not permitted on a side of the house facing any Clearlake Subdivision street that the lot abuts.
- Panels mounted on the roof are to be installed parallel (ie., level) with the roof and installed no more than 6 inches above the existing roof surface (ie., from roof surface to bottom of panel). The total height of any apparatus will not be more than 12 inches above the roof.
- All electrical wiring of the solar array (panels and parts on the roof area) should be concealed within the array. No wiring should be routed off the roof and around the soffit of the house.
- Panels mounted on the roof must fit within the roof line (ie., they cannot overhang the roof dimensions).
- Installation must comply with all parish regulations
- Equipment must be kept maintained and in presentable condition and damage or needed repairs must be completed within 30 days. If not maintained or presentable in the sole opinion of the Board, then the entire installation must be removed within an additional 30 days.
- All frames, support brackets, visible piping and wiring must be either black or gray. Any other color should be submitted to the Board as that closely matching the color of the existing and future roof. Silver or white is not permitted on any equipment or connections that is visible from ground level. Back sheet must be black.
- Modules are the same size and shape and are placed whereby there are no gaps between them.
- Total system size to not exceed household demand by more than 20%.
- Arrays should be in a square or rectangular shape, especially where visible by neighbors, trails, street, etc. (Board may allow something else as situations arise.)