

FILE COPY

**DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
HIGHLAND OAKS, SECOND FILING, A TOWNHOUSE COMMUNITY**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ORIG 255 BNDL 10448

BE IT KNOWN, that on this 26th day of September, 1993;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the above State and Parish, and in the presence of the undersigned competent witnesses, personally came and appeared:

**TOXEY GERALD COLLINS and JOAN YOUNG COLLINS**, born Young, both residents of lawful age of the Parish of East Baton Rouge, State of Louisiana, married to and living with each other; the said Joan Young Collins represented herein by Toxey Gerald Collins, her duly appointed agent and attorney-in-fact, pursuant to a Power of Attorney of record;

**WILLIAM TODD COLLINS and RITA FERRELL COLLINS**, born Ferrell, both residents of lawful age of the County of Dougherty, State of Georgia, married to and living with each other, represented herein by Toxey Gerald Collins, their duly appointed agent and attorney-in-fact, pursuant to a Power of Attorney of record;

(collectively referred to herein as "Developer"), who, after being duly sworn, declared as follows:

**WHEREAS**, Developers are the owners of the real property described in Article 2 of this Declaration and desire to create thereon a residential townhouse subdivision with open spaces, and other common facilities for the benefit of the subdivision and its residents, to be known as **"HIGHLAND OAKS TOWNHOUSE COMMUNITY"** (the "Subdivision"); and

**WHEREAS**, Developers desire to provide for the preservation of the value and amenities in the subdivision and for the maintenance of the open spaces and other common facilities; and, to this end, desire to subject the real property described in Article 2 of this Declaration, together with such additions as may hereafter be made thereto (as provided in Article 2), to the covenants, restrictions, servitudes, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each property owner thereof; and

**WHEREAS**, Developers have deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create an agency to which should be delegated and assigned the powers

of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Toxey Gerald Collins, the managing partner of one of the property owners in the Subdivision, has incorporated under the laws of the State of Louisiana, for the benefit of the Developers, a non-profit corporation known as Highland Oaks Townhouse Association, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developers declare that the real property described in Article 2 of this Declaration, and such additions thereto as may hereafter be made pursuant to Article 2 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

#### ARTICLE 1.

##### DEFINITIONS

1.1 The following words when used in this Declaration or any Supplemental Declaration (as herein defined) (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Highland Oaks Townhouse Association, Inc., a Louisiana non-profit corporation, owned exclusively by the Lot Owners and through which the Owners will manage, maintain, and regulate the Subdivision and administer and enforce the Covenants and Restrictions.

(b) "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.

(c) "Covenants and Restrictions" shall mean the covenants, restrictions, easements, charges and lien created by or pursuant to this Declaration.

(d) "Declaration" shall mean this Declaration of Covenants and Restrictions of Highland Oaks Townhouse Community, executed by Developers for the benefit of the Subdivision and its Owners as amended from time to time.

(e) "Developers" shall collectively mean and refer to Toxey Gerald Collins, Joan Young Collins, William Todd Collins and Rita Ferrell Collins.

(f) "Lot" or "Lots" shall mean and refer to any townhouse lot or lots shown upon any recorded subdivision map of the Properties with the exception of Common Properties, together with all buildings and improvements located thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in any way appertaining.

(g) "Member" or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article 3.1 hereof and Article III of the Association's Articles of Incorporation.

(h) "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title in full ownership of any Lot or Lots situated upon the Properties but, notwithstanding the encumbrance of any applicable 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.

(i) "Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration (as herein defined) under the provisions of, and as more fully described in Article 2 hereof.

(j) Other words or terms shall have the meaning assigned to them in this Declaration or any Supplemental Declaration (as herein defined).

## ARTICLE 2.

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

**2.1 Existing Property.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in East Baton Rouge Parish, Louisiana, and is more particularly described on Exhibit "A" attached hereto, all of which real property shall herein be referred to as "Existing Property."

**2.2 Addition to Existing Property.** Additional lands may become subject to this Declaration in the manner set forth in Sections 2.3, 2.4 and 2.5 hereof.

**2.3 Additions in Accordance with a General Plan of Development.**

(a) The Developers, their successors and assigns, or any one of them, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, including but not limited to, twenty (20) additional lots.

(b) The additions authorized under this and the succeeding Subsection shall be made by filing of record a supplemental declaration of covenants and restrictions ("Supplemental Declaration") with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property.

(c) Such Supplemental Declaration may contain such additions or modifications of the Covenants and Restrictions as may be necessary to reflect the different character, if any, of the additional property. In no event, however, shall such Supplemental Declaration revoke, modify or add to the Covenants and Restrictions established by the Declaration of the Existing Property.

**2.4 Other Additions.** Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation ("Articles"), the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a Supplemental Declaration as described in Section 2.3 hereof.

**2.5 Mergers.** Upon merger or consolidation of the Association with another association as provided in its Articles, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the Properties, rights and obligations of the Association as the surviving non-profit corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions affecting the Existing Property, together with the covenants and restrictions established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants and Restrictions affecting the Existing Property except as hereinafter provided.

**ARTICLE 3**

**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**3.1 Membership.** Every person or entity who is a record Owner of any Lot which is subject to this Declaration, and 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.

**3.2 Voting Rights.** The Association shall have one class of voting membership. Members shall be all those Owners as defined in Section 3.1 and in the Articles of the Association. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3.1 and the Articles of the Association. When more than one person holds such interest or interests in any Lot or Lots, all such persons shall be Members and the vote for such Lot or Lots 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 or Lots.

**3.3 Management and Administration.**

(a) **By-Laws.** The administration of this townhouse property shall be governed by the by-laws of Highland Oaks Townhouse Association, Inc., a non-profit corporation referred to herein as the "Association". An owner of a townhouse lot, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the by-laws. In addition, the Association may enter into a management agreement upon the terms and conditions established in the by-laws and said management agreement shall be consistent with this Declaration.

(b) **Declarant Control.** Notwithstanding the provisions of Paragraph 3.3(a) above, and for the benefit and protection of the lot owners and any first mortgagees of record for the sole purpose of insuring a complete and orderly completion as well as a timely sellout of the townhouse project, the Declarant will retain control of and over the Association for a maximum period of One Hundred Twenty (120) days after the date by which all of the lots, including "Proposed Future Development" lots, have been

conveyed to lot purchasers, or five (5) years. It is expressly understood the Declarant will not use said control for any advantage over the lot owners by way of retention of any residual rights or interests in the Association or through the creation of any management agreement with a term longer than one (1) year without majority Association approval upon relinquishment of Declarant control.

(c) **Temporary Managing Agent.** During the period of administration of this Townhouse Regime by Declarant, the Declarant may employ or designate a temporary manager or managing agent, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be delegated by Declarant to him. The Declarant may pay such temporary manager or managing agent such compensation as he may deem reasonable for the services to be rendered, which compensation shall constitute a part of the common expenses of the Townhouse Regime and shall be paid out of the Association budget.

#### **ARTICLE 4.**

##### **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

**4.1 Members' Servitudes of Enjoyment.** Subject to the provisions of Section 4.3 and subject to such reasonable rules and regulations as may be adopted by the Association, every Member shall have a right and servitude of enjoyment in and to the Common Properties, and such servitude shall be appurtenant to and shall pass with the title to every Lot.

**4.2 Title to Common Properties.** Developers by execution of this Declaration, hereby agree to transfer, convey, set over and deliver, with full warranty of title, and with full subrogation in and to all rights and actions of warranty Developers may have, unto the Association, the Common Properties ("Common Properties" being that portion of the Property described in Exhibit "A" which is marked on the "Final Plat of Highland Oaks, Second Filing, A Townhouse Community, being a Portion of Lots 2 & 3 of the Dr. Staring Plantation, Located in Section 67, T8S-R1E, Greensburg Land District, East Baton Rouge Parish, Louisiana, for Jerry Collins" as "Common Area and Private Servitude of Passage"; being the area outside the designated Lots 35-44), free and clear of all liens and encumbrances, unless otherwise accepted with such liens and encumbrances by the Board of Directors of the Association, to have and to hold the Common Properties

In full ownership subject to the Covenants and Restrictions contained in this Declaration. This conveyance of the Common Properties is subject to that Reciprocal Servitude Agreement recorded on February 10, 1993, as Original 211, Bundle 10377, official records of the Clerk and Recorder of East Baton Rouge Parish.

**4.3 Extent of Members' Servitudes.** The rights and servitudes of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purposes of improving the Common Properties and in aid thereof to mortgage the Common Properties ("Mortgaged Properties"). In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to the right, after taking possession of the Mortgaged Properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of the Mortgaged Properties to wider public use until the mortgage debt is satisfied, whereupon the possession of the Mortgaged Properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for an infraction of its published rules and regulations; and

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

(e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by two-thirds (2/3) of the Members entitled to vote has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

**ARTICLE 5.**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

**5.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner, by acceptance of a conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and any special assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made, to the extent now or hereafter permitted by law. 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 Lot at the time when the assessment fell due.

**5.2 Purpose of Assessments.** 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 for the improvement and maintenance of the Common Properties, private multipurpose servitudes as shown on final plat of the Subdivision, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including perimeter fences, and maintenance of the exterior of the townhomes situated upon the Properties, including, but not limited to, the payment of taxes and insurance of the Common Properties, and repair, replacement and additions to the Common Properties, and for the cost of labor, equipment, materials, management and supervision of the Common Properties. The Association will provide water and cablevision to each townhouse lot. The expense for the water and cablevision will be paid with the assessments.

**5.3 Basis For and Maximum of Annual Assessments.** The annual assessment upon Lots in the Subdivision shall be \$1,380.00 per Lot. The annual assessment may be increased by (a) vote of the Members, as hereinafter provided; and (b) vote of the Board of Directors of the Association who, after consideration of current maintenance costs and future needs of the Association, may fix the annual assessment for any year at a lesser amount or at a greater amount, not to exceed an increase of fifteen percent (15%) per year.



**5.4 Special Assessments for Capital Improvements.** In addition to the annual assessment each year, a special assessment, applicable to that year only, may be levied for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; provided that any such assessment shall be levied by the affirmative vote of two-thirds (2/3) 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 which shall set forth the purpose of the meeting; provided further, that the limitations of Section 5.3 hereof shall not apply to any change in the maximum amount of, and basis for the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles, and under Section 2.5 hereof.

**5.5 Quorum For Any Action Authorized Under Sections 5.3 and 5.4.** The quorum required for any action authorized by Sections 5.3 and 5.4 hereof shall be as follows: At the first meeting called as provided in Sections 5.3 and 5.4 hereof, the presence at the meeting of Members, or of written proxies entitled to cast 60% of the total voting power of the Association shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5.3 and 5.4; and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**5.6 Date of Commencement of Assessments and Due Dates.**

(a) Assessments for each lot shall commence when the townhouse construction is complete. The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and the annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement; and the Board of Directors shall, at that time, prepare a roster of the Owners and

assessments applicable to each Owner, 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 assessments for any year shall become due and payable on the day fixed for commencement; provided, however, the Board of Directors of the Association may determine that any assessment may be paid in equal monthly installments until paid in full.

(b) The due date of any special assessment under Section 5.4 hereof shall be fixed in the resolution of the Board of Directors authorizing such assessment.

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

#### ARTICLE 6.

##### **LIEN FOR NON-PAYMENT OF ASSESSMENT; PERSONAL OBLIGATION OF THE OWNER; AND REMEDIES OF ASSOCIATION**

6.1 If any assessment is not paid within ten (10) days of the date when due (being the date specified in Section 5.6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot or Lots subject to the assessment, to the extent now or hereafter permitted by law, which shall bind the Lot in the hands of the then Owner, his heirs, executors, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

6.2 No Lot shall be conveyed, mortgaged or otherwise alienated if the Owner or Owners thereof are delinquent in the payment of any such assessment unless the purchaser expressly assumes the obligation of the delinquent assessment.

6.3 Any delinquent assessment shall bear interest from the date of delinquency at the rate of eight (8%) percent per annum, from date until paid, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot or Lots so affected, to

the extent now or hereafter permitted by law. Should it be necessary for the Association, its Board of Directors, or any officers thereof to institute or defend any lawsuit arising out of attempts to collect unpaid assessments or Common Expenses, the Owner of the Lot involved shall be responsible for the payment of all costs, costs of Court, interest, and attorney's fees which may be incurred or result from such litigation.

6.4 Should any owner refuse or fail to pay Common Expenses or assessments for a period of two (2) months, then, the President of the Association shall, by certified mail, notify the owner of the Lot and any occupant or tenant thereof that Common Expenses or assessments have not been paid for the period of time specified, and shall set forth the amount of the Common Expenses or assessment owed, together with any interest and any other applicable fees. Should the owner or occupant fail to pay the Common Expenses or assessments due, the Association may, through its Board of Directors or its President, order that water service to the Lot be terminated or discontinued by any means deemed to be appropriate by the Board of the Association or the President thereof. The Owner of the Lot to which water service is terminated will be responsible for all costs, charges and fees for discontinuation of water service, and upon curing any default in the payment of assessments or Common Expenses, the Owner shall likewise be responsible for all costs, charges, and fees incurred to reconnect water service to the Lot. The Association, the Board of Directors, and its officers shall not be liable for any claim, demand, loss or harm claimed to have arisen out of, or resulting from discontinuation of water service or any other effort to collect unpaid assessments, or Common Expenses.

#### ARTICLE 7.

##### SUBORDINATION OF THE LIEN TO MORTGAGES

7.1 The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Lot or Lots 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 Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

**ARTICLE 8.**

**EXEMPT PROPERTY**

8.1 The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all properties to the extent of any servitude or other interest therein dedicated and accepted by the local public authority and devoted to public use; and (b) all Common Properties as defined in Article 1.1 hereof. Notwithstanding any provisions herein, no Properties devoted to dwelling use shall be exempt from the assessments, charges or liens created herein.

**ARTICLE 9.**

**PARTY WALLS**

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

9.2 **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

9.3 **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the party wall may restore it; and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

9.4 **Weatherproofing.** Notwithstanding any other provision of this Article 9 to the contrary, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

9.5 **Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article 9, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators so chosen shall be final and conclusive upon the dispute and question involved.

**ARTICLE 10.**

**ARCHITECTURAL CONTROL COMMITTEE**

**10.1 Review by Committee.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board ("Architectural Control Committee"). In the event the Board, or its designated committee, fails to approve or disapprove of such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article 10 shall be deemed to have been fully complied with.

**10.2 Committee.** The Initial Architectural Control Committee shall consist of:

- 1) Toxey Gerald Collins
- 2) Sharon Sue Lahaye
- 3) Carolyn Gilme

This Committee shall have the sole right to approve or reject any plans or specifications submitted for consideration by an Owner.

**10.3 Term.** The Initial Committee shall serve until January 1, 1999, at which time a new Architectural Control Committee will be elected by the Owners. The term of these subsequent members shall be for one (1) year with an annual election being held prior to January 1 of each year.

**ARTICLE 11.**

**EXTERIOR MAINTENANCE**

**11.1 Exterior Maintenance.** In addition to maintenance upon the Common Properties, the Association shall provide exterior maintenance upon each Lot, excluding, however, any glass contained in any structure upon any Lot, as follows: paint, repair, replacement and care for roofs, gutters, downspouts,

exterior building surfaces, trees, shrubs, grass (excluding, however, trees, shrubs, grass, and other plants in private patio courtyards), walks and other exterior improvements (excluding, however, any private patio courtyards). The obligations of the Association to provide exterior maintenance of each Lot and any repair, maintenance, replacement or care of improvements, shall not extend to damage as the result of natural casualty or unforeseeable casualty, such as but not by way of limitation, fire, lightning, windstorm, hail, hurricane, flood, windblown or rising water or other type of flooding, vandalism, or malicious mischief, nor to any other damage which is insured against by an Owner.

**11.2 Access at Reasonable Hours.** For the purpose solely of performing the exterior maintenance required by this Article 11, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

#### **ARTICLE 12.**

##### **CONSTRUCTION AND USE RESTRICTIONS**

**12.1** In order that Declarant may establish the property as a fully occupied Townhouse Community, no Lot Owner nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

- (a) Prevent Declarant, his successors or assigns, or his contractors or subcontractors, from doing in or on any Lot owned by him whatever he may determine to be necessary or advisable in connection with the completion of any work thereof; or
- (b) Prevent Declarant, his successors or assigns, or his representatives, from erecting, constructing and maintaining on the common elements or any lot owned or controlled by Declarant, his successors or assigns, or his contractors or subcontractors, such structures as may be reasonably necessary for the conduct of his business or completing any work and establishing the property as a Townhouse Community and disposing of the same by sale or lease or otherwise; or
- (c) Prevent Declarant, his successors or assigns, or his representatives from maintaining a sales office and maintaining and showing model townhouses to aid in the marketing of the Lots during the construction period; or

(d) Prevent Declarant, his successors or assigns, or his contractors or subcontractors, from maintaining such sign or signs for marketing of Lots in the Property.

12.2 All of the Lots contained in the Properties are hereby designated as single-family residential and shall be used for none other than single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two (2) stories in height, with the usual private garage or carport designed to house at least two (2) automobiles, and shall contain a minimum square footage of 1200 square feet of living area excluding carport, storage areas, balconies and patios. The Owner of any two (2) adjoining Lots having frontage on the same street may erect a single residence on the two (2) lots, which, for the purpose of this Section 12.2 only, shall be considered as one building Lot.

12.3 Garage doors are to remain closed except for entering and exiting to maintain general neat appearance of the Townhouse Community. Cars are to be parked in the garage and extra parking spaces in the common areas are to serve guests of all Lots.

12.4 No residence or building of any kind, no improvement and no fence shall be erected, placed, altered or permitted on any Lot unless and until the construction plans, specifications, elevations, and a plan showing the location of the structure shall have been approved in writing by the Board of Directors of the Association or their Architectural Control Committee, as provided in this Declaration, as to harmony of design with existing structures and location with respect to topography and finish grade level.

12.5 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, excepting dogs, cats or other household pets; provided they are not kept, bred or maintained for any commercial purposes or in such numbers or conditions as may be offensive to other Owners in the Subdivision.

12.6 No television or other type of antenna shall be permitted on the exterior of any structure or on any portion of any Lot.

12.7 No garage apartment shall be erected or permitted on any Lot, and no garage may be used as living quarters.

12.8 No commercial business or other activity shall be conducted on any Lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the residents of the Subdivision; provided, however, that a builder may erect temporary warehouses or offices on any Lot for the construction of houses on Lots.

12.9 No signs of any kind shall be displayed to the public view on any Lot or in the streets of the Subdivision other than a "For Sale" sign provided the sign is posted on a Lot Owner's property and does not exceed in size 2' X 3'.

12.10 No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Only such trash containers as approved by the Association shall be permitted on the exterior of any residence upon any Lot. 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, insects and rodents.

12.11 No boat, truck, bus, trailer, camper or other similar vehicle shall be parked, kept or stored, in or on any street or drive, public or private, situated in or on the Existing Property.

12.12 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. No shrubbery, flowers or greenery shall be planted in any Common Properties except as planted and maintained by and under the authority of the Association.

12.13 No vacant Lot shall be used for farming or gardening purposes, except flowers and shrubbery which may be grown for non-commercial purposes.

12.14 The Subdivision shall be served by an underground electric distribution system, except where the elevation of the ground is such that underground facilities would be impractical or dangerous in the opinion of the utility company serving the Subdivision. Any purchaser of Lots in the Subdivision understands and agrees that only underground electrical service at 120/240 volts, single phase, 3-wire, will be available, and the locked rotor-current of any motor connected to this service will be limited in accordance with standard service practices of the utility company serving this Subdivision.



12.15 All building or structures on any Lot shall be constructed thereon, and no building or structure may be moved onto any Lot except temporary structures for use by contractors doing actual construction in the Subdivision. This Section shall be construed, but not by way of limitation, to prohibit mobile homes. Any building or structure as originally built or as may be reconstructed, or any subsequent new construction must extend to the side Lot lines and be incorporated into any adjoining party wall. No building, structure or overhang shall be permitted on or over the Common Properties, except as granted by the written consent of the Board of Directors of the Association.

#### ARTICLE 13.

##### INSURANCE

13.1 The Association shall maintain property insurance on the common properties and improvements, including fixtures and alterations that are part of the building or structures, and comprehensive general liability insurance. The property insurance will include coverage for appliances such as those used in refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

13.2 The Association shall obtain and maintain at all times insurance in blanket policy naming the Association and all mortgagees as the insured. In addition, each policy or policies shall identify the interest of each townhouse owner and shall provide for a standard, noncontributory mortgage clause in favor of each first mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards, are covered under standard extended coverage provisions for the full insurable replacements cost of the common elements and the lot improvements, and against such other hazards and for such amounts as the Board may deem advisable. Each owner irrevocably designates the Owners' Association as attorney-in-fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days notice to each unit owner and each first mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the mortgagor.

13.3 The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any owner not caused by or connected with the Association's operation of

maintenance of the project. Each unit owner may obtain additional insurance at his own expense for his own benefit. Any insurance obtained by the Association or a unit owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the unit owners, Association or their respective servants, agents, or guests.

**ARTICLE 14.**

**DAMAGE OR DESTRUCTION**

If the improvements to any Lot should be destroyed or damaged, in whole or in part, the Owner shall commence the repair, reconstruction or rebuilding of the improvements thereon within sixty (60) days from the date of the damage or destruction and in accordance with the plans and specifications approved by the Architectural Control Committee, and thereafter shall pursue the repair, reconstruction or rebuilding with due diligence and prompt completion of such work. A violation of this provision shall give rise to a right in favor of the Association or its assignee to purchase the Lot and the remaining improvements thereon for a price to be determined by three (3) expert real estate appraisers, one to be appointed by the Association or its assignee, one to be appointed by the Lot Owner, and the third appraiser to be appointed by the first two appraisers. Should the Lot Owner fail or refuse to appoint an appraiser, then the price shall be determined solely by the appraiser appointed by the Association or its designee. The act of sale shall be passed within thirty (30) days after written notification by the Association, or its assignee, of its election to purchase for cash under the terms of this Section.

**ARTICLE 15.**

**GENERAL PROVISIONS**

**15.1 Duration.** The covenants and restrictions of the Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change

the covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change. This Declaration and the covenants and restrictions contained herein, however, may be amended, supplemented or repealed in whole or in part by an instrument in recordable form executed by not less than 75% of the Owners, which instrument shall become effective upon the filing of the same in the office of the Clerk of Court for East Baton Rouge Parish, Louisiana, unless another effective date is stated in the instrument.

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

**15.3 Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Owner's Lot or Lots to enforce any lien created by these covenants and restrictions; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**15.4 Severability.** Invalidation of any one of these covenants or restrictions by judgment, court order, or applicable legislation shall in no wise affect any other provisions of the Declaration, which shall remain in full force and effect.

**15.5 Gender.** Whenever words of any gender are used herein, the words used shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the context otherwise requires.

· THIS DONE AND SIGNED at Baton Rouge, Louisiana, on the date first above written in the presence of the undersigned witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Budha Jackson

Colbi Vickman

Toxey Gerald Collins  
TOXEY GERALD COLLINS

JOAN YOUNG COLLINS

BY: Toxey Gerald Collins  
Toxey Gerald Collins, Agent and Attorney-in-Fact

WILLIAM TODD COLLINS

BY: Toxey Gerald Collins  
Toxey Gerald Collins, Agent and Attorney-in-Fact

RITA FERRELL COLLINS

BY: Toxey Gerald Collins  
Toxey Gerald Collins, Agent and Attorney-in-Fact

Carroll M. [Signature]  
Notary Public

highland.tow