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**Amended and Restated
Declaration of Protective Covenants,
Conditions and Restrictions of
The Townhomes of Park Oaks**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Amended and Restated

DECLARATION OF PROTECTIVE COVENANTS,

CONDITIONS AND RESTRICTIONS OF

THE TOWNHOMES OF PARK OAKS

Before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses personally came and appeared:

Townhomes of Park Oaks, Inc., a Louisiana corporation, whose articles were filed for registry with the Secretary of State of Louisiana on March 20 1996, and filed with the Clerk of Court of East Baton Rouge Parish, Louisiana on March 25, 1996, whose mailing address is 5800 One Perkins Place, Suite 6A, Baton Rouge, Louisiana 70808, represented herein by its duly authorized representative ("**Declarant**")

The Townhomes of Park Oaks Homeowner's Association, Inc., a Louisiana non-profit corporation, whose articles were filed for registry with the Secretary of State of Louisiana on March 25 1996, and filed with the Clerk of Court of East Baton Rouge Parish, Louisiana on March 25, 1996, whose mailing address is 4624 Park Oaks, Unit No. 6, Baton Rouge, Louisiana 70816, represented herein by its duly authorized President, Kenneth G. Smith, Jr. ("**Association**")

who declared as follows:

1. By Declaration of Protective Covenants, Conditions and Restrictions of The Townhomes of Park Oaks, dated March 26, 1996, and recorded with the Clerk of Court for the Parish of East Baton Rouge, at Original 369, Bundle 10675, Declarant submitted Lot 47-A and 48-B-1, Coursey Village Subdivision, described on Exhibit "A", to the Declaration.
2. Declarant reserved the right under Article XI, Section 3, to amend the Declaration in its sole and uncontrolled discretion. Declarant, with the approval of the Association, and the favorable vote of over 80% of the Lot Owners, hereby amends and restates the Declaration.
3. Lots 1 through 76, Townhomes of Park Oaks Subdivision, are the only lots encumbered by

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the Declaration and no other lots in Townhomes of Park Oaks Subdivision shall be encumbered by this Declaration by reference to such lots herein or reference to Common Areas.

4. The Townhomes of Park Oaks Homeowner's Association, Inc. (the "**Association**") is a Louisiana non-profit corporation established to own real property, and real rights and to administer, manage, regulate and operate Common Areas now or hereafter established on the Submitted Property. The Association is also established to maintain the parking and the exterior of Townhomes located on the Submitted Property.

5. Declarant and the Association desire to provide for the maintenance, repair and management of Common Areas located on the Submitted Property, and to establish on the Common Areas and Lots servitudes, easements and rights of access over and across Common Areas owned by the Association and the Lot Owners. The Declarant and the Association further desires to provide for the preservation of the value of the Submitted Property and therefore desires to subject the Submitted Property and Common Areas to the covenants, restrictions, servitudes, charges and liens hereinafter set forth for the benefit of the Submitted Property and each Owner thereof. The Submitted Property shall be known as **The Townhomes of Park Oaks Lots 1 through 76**. Its mailing address is 4624 Park Oaks, Unit No. 6, Baton Rouge, Louisiana 70816.

6. Declarant and Association hereby declare that the Submitted Property shall be held, sold and conveyed subject to the following servitudes, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the immovable property and be binding on all parties having any right, title or interest in the Submitted Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I**DEFINITIONS**

Section 1. "Assessments" shall mean Monthly Assessments and Special Assessments imposed upon Owners by the Association, as further defined in this Declaration.

Section 2. "Association" or "Corporation" shall mean and refer to THE TOWNHOMES OF PARK OAKS HOMEOWNER'S ASSOCIATION, INC., its successors and assigns. This Association shall be the homeowner's association for all Lots and Townhomes now or hereafter established by Declarant on Lots 1 through 76, Townhomes of Park Oaks Subdivision, and made subject to this Declaration.

Section 3. "Common Areas" shall mean: (i) all real property (including improvements thereon) now or in the future owned by the Association; or (ii) all real rights located on any Lot, which real property and real rights are for the common use and enjoyment of the Association and the Owners of the Submitted Property now or hereafter made subject to this Declaration. The Common Areas consist of perimeter fences, sidewalks, parking areas, servitudes of passage and use, recreational amenities, sanitary sewer and other utility lines as located on the Submitted Property from time to time and for the common use and benefit of the Lot Owners. The Townhome constructed on a Lot, and any amenities, including its balconies and patios, exclusively for the benefit of a Townhome, are not Common Areas.

Section 4. "Common Expenses" shall mean those expenses defined in Article VI, Section 5 of this Declaration.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Submitted Property with the exception of the Common Areas owned by the Association.

Section 6. "Lot Owner" or "Owner" shall mean and refer to the record Owner, whether

one or more persons or entities, of a fee simple title to any Lot which is a part of the Submitted Property, including contract sellers (in case of bond for deed transactions), but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Members" shall mean and refer to the Owners of Submitted Property in Townhomes of Park Oaks Subdivision who, by virtue of such ownership, are Members of the Association. The definition of "Members" shall have the same meaning as set forth in Article II, Section 1.

Section 8. "Mortgagee" or "Mortgage Holder" shall mean any agency of a state or federal government, financial institution, corporation, trust, individual, or other entity which owns or holds a mortgage or security interest encumbering a Lot, Townhome or the Common Areas.

Section 9. "Submitted Property" or "Submitted Properties" shall mean and refer to Lots 1 through 76, Townhomes of Park Oaks Subdivision, and other properties subsequently submitted to this Declaration of Protective Covenants, Conditions and Restrictions.

Section 10. "Townhome" shall mean the improvements constructed on a Lot on Submitted Property, and the term "Townhome" may be used to be inclusive of the term "Lot" and vice versa. Lot or Townhome ownership includes such additional and accessory rights and obligations as are provided for herein, in the Articles of Incorporation and in the By-Laws of the Association.

ARTICLE II

THE ASSOCIATION

Section 1. Membership and Voting Rights. Each person or entity who is a record title Lot Owner of any Lot now or subsequently made subject to this Declaration shall be a Member of the Association. Each Member of the Association shall be entitled to one (1) vote, provided

however, that no more than one (1) vote may be cast for each Lot. The Association shall govern the operation, maintenance and repair of Common Areas. Membership in the Association shall be governed by the Articles of Incorporation of the Association. A copy of the Association's Articles of Incorporation is attached as Exhibit "B." A copy of the By-laws is attached as Exhibit "C." The Association shall not be deemed to be conducting a business of any kind. Membership in the Association shall automatically terminate: (i) upon the conveyance or transfer of a Lot Owner's interest to a new Owner, and the new Owner shall simultaneously succeed to the former Lot Owner's membership in the Association; or (ii) as otherwise provided in this Declaration, the Articles of Incorporation or the By-Laws. Any person or entity holding an interest in a Lot as security for the performance of an obligation shall not be a Member of the Association.

Section 2. Rights and Obligations of Association. Subject to the rights of Declarant, and as more fully set forth in its Articles of Incorporation and the By-Laws, the Submitted Property and Common Areas shall be administered, managed, and operated by the Association whose powers and duties shall include the following:

- a. To adopt and amend the By-Laws, Rules and Regulations;
- b. To adopt and amend budgets for revenue, expenditures and reserves;
- c. To levy and collect Monthly Assessments and Special Assessments when necessary, from the Lot Owners for Common Expenses and to utilize the proceeds of Assessments in the exercise of its powers and duties;
- d. To establish reserves for maintenance, improvements, replacements, working capital, bad debts, obsolescence and other purposes appropriate to the function of the Association;
- e. To contract for the management of the Submitted Property and Common Areas and to delegate powers and duties to management entities, employees, agents, consultants, and independent contractors provided, however, that any such contract shall provide that it can be terminated by a majority of the Lot Owners, without the payment of damages, upon the Association giving the management company, agent or consultants ninety (90) days notice of its intent to terminate the contract;
- f. To institute, defend, or intervene in litigation or administrative proceedings in its own

name on behalf of itself or two (2) or more lot Owners on matters affecting the Submitted Property;

- g. To make contracts and to incur debt and liabilities;
- h. To regulate the administration, use, maintenance, repair, replacement and modification of the Submitted Property;
- i. To maintain, repair and replace and cause additional improvements to be made to the Common Areas;
- j. To acquire, hold, encumber, mortgage, pledge, pawn, hypothecate, sell, assign, transfer, dedicate, alienate, convey and deliver in its own name any right, title or interest in personal or mixed property, and immovable property (and the component parts thereof), provided, however, the Association shall have obtained the consent of sixty-seven percent (67%) of the voting power of the Association;
- k. To grant servitudes, easements, leases, licenses, permits and concessions through or over the Common Areas;
- l. To impose and receive payments, fees or charges for the use, rental or operation of the Common Areas;
- m. To impose charges for late payment of Assessments and to levy reasonable fines for violation of this Declaration, the By-Laws, or the Rules and Regulations and to bring any other actions against Lot Owners who fail to comply with the provisions of this Declaration or the decisions made by the Association;
- n. To impose and collect reasonable charges for the preparation and recordation of amendments to this Declaration, plans, plats and resale certificates required by law or statements of unpaid Assessments. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance;
- o. To engage and pay for the services of professionals such as architects, engineers, surveyors, planners, accountants, auditors and attorneys;
- p. To provide for the indemnification of its officers, Board of Directors, employees and agents and to maintain liability insurance relative to any indemnification undertaking;
- q. To enter any Townhome to perform emergency repairs or to do other work necessary for the maintenance of the Submitted Properties or Common Areas;
- r. To establish and maintain hazard insurance, flood insurance (if necessary), liability insurance, and fidelity insurance coverages as required by law, this Declaration, the Articles of Incorporation or the By-Laws;

- s. To use summary abatement injunctions, temporary injunctions or similar means to enforce restrictions against the Submitted Property and Common Areas for its use;
- t. To maintain a copy of the Declaration (as amended and restated from time to time), the Articles of Incorporation, By-Laws, Rules and Regulations and other rules concerning the Submitted Properties as well as its own documents, books, records, and financial statements and to make such documents, books, records and financial statements available during normal business hours to Lot Owners or to Mortgagees, insurers, and guarantors of first mortgages that are secured by Townhomes. Financial Statements shall be completed within one hundred twenty (120) days after the end of the Association's fiscal year;
- u. To provide and maintain the Common Areas of landscaping, perimeter fences and sidewalks on all Submitted Property, the right of entry on any Lot to install, maintain, alter or remove landscaping and sidewalks, and the exclusive right to change, alter, or modify landscaping and sidewalks;
- v. To exercise any other rights and powers conferred upon it from time to time herein and/or in the By-Laws;
- w. To exercise all other rights and powers that may be exercised in Louisiana by non-profit corporations; and
- x. To generally exercise any and all other powers necessary and proper for the governance and operation of the Association and the Submitted Property and Common Areas.

Section 3. Notice and Quorum for Action of Members. Written notice of any meeting of Members called for any purpose shall be sent to all Members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting, as set forth in more detail in the Articles of Incorporation and By-Laws of the Association. Unless a greater percentage is required elsewhere in this Declaration, at the first of any such meeting called, the presence of Members or of proxies entitled to cast twenty-six (26%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the Members present shall constitute the required quorum at the subsequent meeting. No such subsequent meeting shall be held more than sixty (60) days following the

preceding meeting. Unless a greater percentage is required elsewhere in this Declaration, the Articles of Incorporation, the By-laws or the law, the majority vote of the Members present in person or by proxy at a validly held meeting shall have the power to authorize all action of the Association voted on at such meeting.

Section 4. No Personal Liability. Notwithstanding any duty to maintain and repair parts of the Submitted Property and Common Areas, the Association, its officers and directors, committee members and other agents shall not be personally liable for any injury or damage caused by any latent condition of the Submitted Property or Common Areas or for any injury or damage caused by, in or on the Submitted Property or Common Areas or other Lot Owners or persons, or for any other action or failure to act by the Association, its officers, directors, committee members or agents.

ARTICLE III

PROPERTY RIGHTS AND OBLIGATIONS

Section 1. Owners' Servitudes of Enjoyment. Each Owner of the Submitted Property shall have a right and servitude of enjoyment in and to the Common Areas located on the Submitted Property which shall be appurtenant to and shall pass with the title to Submitted Property, subject to the restrictions, provisions and obligations contained in this Declaration. The Association shall have the right to suspend the voting rights of a Lot Owner for any period during which any Assessment imposed under this Declaration against that Lot remains unpaid; and for a period not to exceed sixty (60) days, for each infraction of its published Rules and Regulations.

Section 2. Delegation of Use. Subject to Section 3 of this Article, any Owner may delegate, in accordance with the Articles and By-Laws, his right of enjoyment of the Common Areas and facilities to the Members of his family or tenants and their family who reside in the Submitted

Property.

Section 3. Inseparability of Ownership Interest. The ownership of each Lot or Townhome comprising the Submitted Property shall not be conveyed, transferred, encumbered, or otherwise affected separate from the Owner's right and servitude of enjoyment in and to the Common Areas appertaining to such Lot or Townhome. Should the legal description in the instrument conveying, transferring, encumbering, or otherwise affecting a Lot or Townhome subject to these Declarations refer only to the Lot or Townhome itself, and not expressly mention appurtenant rights and obligations, an Owner's sale of his Lot or Townhome shall include the sale of: (i) the undivided interest in the Owner's right and servitude of enjoyment in and to the Common Areas appurtenant thereto; (ii) the interest of the Owner in any other assets of the Association; (iii) the Owner's membership in the Association; (iv) the Owner's obligation for Assessments then due and/or accrued but not yet levied; and (v) any other rights and obligations included within his ownership interest.

ARTICLE IV

MAINTENANCE OF ASSOCIATION COMMON AREAS, ROOFS, FENCE AND STRUCTURAL COMPONENTS OF SUBMITTED PROPERTIES

Section 1. Common Sewer Wye and Other Utility Lines. A common sewer wye, sanitary sewer and other utility lines and equipment (including electric, gas, water and telephone lines) have been constructed to serve each Townhome constructed on the Submitted Property and except as provided below, shall be considered Common Areas. To the extent such Common Areas encroach upon or encumber any Lot, the Association, its agents and contractors, are hereby granted a valid easement and servitude of use across and upon the Lot for both the encumbrance

and its maintenance. The expense for the maintenance, repair and upkeep of the common sewer wye, sanitary sewer and other utility lines and equipment shall be paid by the Association except as modified below, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. Each Owner is responsible for fixtures, sanitary sewer and other utility lines and services located within, and five (5) feet from, the exterior of his Townhome and primarily servicing the Lot. Additionally, each Owner is responsible for all bills for electricity, water, sewage, gas, telephone and any other service, repair or maintenance service or utility used or consumed on the Owner's Lot.

Section 2. Parking. Parking spaces shall be Common Areas even if located on a Lot. In connection with the use of Common Areas for parking, one (1) parking space shall be used exclusively by the Owner of the Lot to which it most closely adjoins. All additional parking spaces shall be used by the Lot Owners on a first come-first serve basis. The cost of the repair, maintenance or replacement of the parking spaces shall be paid by the Association unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. Each Owner and the Association, its agents and contractors, shall have a limited servitude of access and passage (both pedestrian and vehicular) over any other Lot and the Common Areas to the extent required to exercise the rights granted herein.

Section 3. Party Wall. Each wall which is built as a part of the original construction of any Townhome upon the Submitted Property and placed on the dividing line between the Townhomes shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be paid by the Association unless the general rules of Louisiana law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. The Association, its agents, and contractors, are hereby granted a limited servitude of access across a Lot or Townhome for the purpose of maintaining, repairing and replacing the party wall.

Section 4. Maintenance of Roof. One roof has been constructed to cover adjoining

Townhomes constructed upon Submitted Property. The expense for the maintenance, repair and upkeep of the roof shall be the responsibility of the Association unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. The Association, its agent and contractors, are hereby granted a limited servitude of access across the exterior of any Lot or Townhome for the purpose of maintaining, repairing and replacing the roof over a Lot or Townhome. In the event of destruction of the roof due to a casualty, Article VIII shall apply.

Section 5. Maintenance of the Perimeter Fence. The fence constructed around the perimeter of the Submitted Properties shall be a Common Area. The expense of maintenance, repair and upkeep of the perimeter fence shall be paid by the Association, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. The Association is hereby granted a servitude across the exterior of any Lot or Townhome to the extent such access is necessary to repair, maintain, or replace the perimeter fence.

Section 6. Maintenance of Other Fences. Fences have been constructed on the common property line between some (but not all) adjoining Townhomes constructed on Submitted Property. The expense for the maintenance, repair and upkeep of these fences along the common property line shall be shared equally by each Townhome using the fence, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 7. Exterior Structural Improvements. The cost of reasonable repair, maintenance or replacement of the structural integrity and exterior appearance of Townhomes on the Submitted Property shall be the responsibility of the Association, unless the general rules of

Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. The Association, its agents and contractors, are hereby granted a servitude across the exterior of any adjoining Lot or Townhome to the extent such access is necessary to repair, maintain or replace any structural improvement on a Lot. The cost of repair, maintenance and replacement of the roof shall be governed by Article IV Section 4 above.

Section 8. Heating, Ventilating and Air Conditioning Units. The cost of repair, maintenance, or replacement of the heating, ventilating and air conditioning systems, compressors, components, and any other electrical equipment shall be the responsibility of the Owner of the Lot these systems service. A predial servitude of use and passage is hereby created to allow heating, ventilating, and air conditioning units servicing one Lot to be located on an adjacent Lot and to allow service and maintenance of such unit by a Lot Owner, his agents or contractors.

Section 9. Destruction by Fire or Other Casualty. If a Townhome is destroyed or damaged by fire or other casualty, the Townhome or Lot on the Submitted Property shall be replaced or repaired in accordance with the provisions of Article VIII, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. **Section 10. Right to Contribution Runs With Land.** The right of contribution for the payment of expenses for party walls and fences from another Owner under this Declaration shall be appurtenant to the land and pass to such Owner's successor in title.

ARTICLE V

CREATION OF SERVITUDES

Section 1. Declaration by Declarants. It is the intent of this Declaration to grant all servitudes necessary to properly maintain the Townhomes, Lots and the Common Areas. The rights of access and servitudes established by this Declaration in favor of the Association and Lot Owners are predial servitudes, whether servitudes by destination of the Owner pursuant to Louisiana Civil Code article 741 or servitudes under Louisiana Civil Code articles 697, et seq. These servitudes encumber the Submitted Property and Common Areas and shall be in favor of each Lot and the Common Areas with each Lot and the Common Areas being considered a dominant estate with rights across the other Lots and the Common Areas to the extent provided

in this Declaration and each Lot and the Common Areas being considered a servient estate burdened by servitudes and restrictions in favor of each Lot and the Common Areas as dominant estates.

Section 2. No Public Dedication. Nothing herein is intended to nor shall be construed to create any rights whatsoever for the benefit of the general public in the Submitted Property or Common Areas.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments for Common Areas. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to becoming a Member of the Association and to pay to the Association: (1) Monthly Assessments; and (2) Special Assessments. The Assessments imposed by the Association, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. The act of acquiring a Lot against which such a privilege and lien shall have been recorded shall constitute an assumption by the person so acquiring the Lot of the indebtedness represented thereby and shall become the personal contractual obligation of such person, and subject him to a personal action thereon, in solido, with the former delinquent Owner.

Section 2. Purpose of Assessments. All Assessments imposed by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members.

for the improvement and maintenance of the Common Areas, for the payment of Common Expenses, establishment of reserves and, to the extent provided in this Declaration, the Articles and the By-Laws of the Association, for the improvement and maintenance of Lots and Townhomes.

Section 3. Determination of Assessments. The Owner of each Lot shall pay to the Association a Monthly Assessment for each Lot. Monthly Assessments and Special Assessments shall be established at each annual meeting of the Association and shall continue fixed for a period of one (1) year or until the Board of Directors determines that reconsideration is appropriate at a properly called meeting of the Board of Directors for that purpose. The Association's Board of Directors shall adopt By-Laws more fully setting forth the rules and procedures for assessing and collecting Assessments imposed by the Association. The initial Monthly Assessment shall commence on April 1, 1996 and shall be \$65.00 per Lot. The Assessments may be increased or decreased by the Board of Directors providing that any annual increase of more than ten (10%) percent shall be ratified by a vote of Members holding two-thirds (2/3) of the total voting power in the Association, at a duly noticed meeting specifically called for that purpose.

Section 4. Uniform Rate of Assessment. Monthly Assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis. Special Assessments shall be imposed as set forth in this Declaration.

Section 5. Date of Commencement of Assessments; Due Dates. Commencing April 1, 1996, each Lot and the Member who owns said Lot shall be subject to and liable for all Monthly and Special Assessments which shall be assessed by the Association's Board of Directors for the purposes set forth hereinabove to be known as "Common Expenses". Common Expenses shall include, but shall not be limited to, all charges for taxes (except real property taxes and other such taxes which are or may hereafter be assessed separately on each Lot and the personal property

or any other interest of the Owner); assessments; insurance of the Common Areas, Lots and Townhomes; cost of repair, rebuilding and replacement of any improvements, parking, yard, janitorial, and other similar services; wages; accounting and legal fees; upkeep of all sidewalk, other passage ways, and all other Common Areas; and other necessary expenses of upkeep, maintenance, management and operation actually incurred on or for the Common Areas or on a Lot for the common benefit of the Lot Owners to the extent imposed on the Association, by this Declaration, and the reserve established to provide for maintenance, repair, rebuilding and replacement, working capital, obsolescence, and other appropriate purposes. The **"Monthly Assessments"** against each Lot and the Owner of each Lot shall be determined by the Board of Directors and may be increased in accordance with Section 3 of this Article. The Board of Directors may determine by majority vote of the Board of Directors, levy and collect **"Special Assessments"** for capital improvement, damage repair, necessary and immediate expenses associated with the Common Areas or as otherwise provided for in this Declaration. The Special Assessment shall be levied on all Lots when it is determined by the Board of Directors that such damage repair or capital improvement is appropriate. Before becoming effective, Special Assessments on all Lots must be ratified by a vote of Members holding two-thirds (2/3) of the total voting power in the Association at a duly noticed meeting specifically called for that purpose. In cases of improvements to Common Areas affecting some but not all the Lots, Special Assessments may be assessed only against such Lots, provided seventy-five (75%) percent of the affected Owners consent to the Special Assessment. A Special Assessment may be levied against individual Lot Owners for the payment of insurance deductibles as provided in Article VIII without

regard to the above mentioned requirements of this Section. Written notice of Assessments shall be sent to every Owner subject thereto; the due dates shall be established by the Board of Directors.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association.

At least seven (7) days prior to perfection of a lien or privilege for Assessments by filing, the Association shall serve upon the delinquent Lot Owner a notarized detailed statement of its claim for the delinquent Assessment, which service shall be effected by personal service or by registered or certified mail.

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum. As set forth more fully in this Article, if any Member shall fail to pay such fees or Assessments when due, he shall become liable for reasonable attorney's fees for the collection or enforcement thereof, and the Association's Board of Directors may, in addition to bringing personal action against such Member, cause to be recorded against the Lot or Lots of said Member a lien and encumbrance which, upon recordation, shall, except for the limited purposes set forth in Section 7, take precedence over any subsequently recorded lien and encumbrance bearing against such Lot and which shall for all purposes be considered a special mortgage, privilege and lien against such Lot, all in accordance with La. R.S. 9:1145 through 1148, as amended from time to time. Ownership of a Lot and membership in the Association shall constitute proof of said Owner's consent to and acquiescence in the validity of such privilege and lien. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or by abandonment of his Lot. All land not part of a Lot and dedicated for servitudes and dedicated as Common Areas shall be exempt from Assessments and maintenance charges.

Section 7. Subordination of the Lien to Mortgages. The lien on the Lot for nonpayment of Assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

USE RESTRICTIONS

Section 1. General Restrictions. Except to the extent the Association has assumed responsibility for such items under this Declaration, each Owner shall, at his own expense, be responsible for all maintenance and upkeep of his Lot and Townhome. Such repair and maintenance shall be performed in accordance with the general standards of repair and maintenance required of all other property in the Townhomes of Park Oaks Subdivision. Each Owner shall maintain his Lot or Townhome in good condition and in good order and repair, including proper lawn maintenance, at his own expense, and shall not display, hang, store, or use any clothing, sheets, blankets, laundry items or other articles outside the Townhome (other than draperies, curtains, shades of a customary nature and appearance) or articles which may be visible from the outside of his Townhome. No Owner shall make any additions to the Lot or Townhome or paint or decorate or adorn the outside of his Townhome or install outside his Townhome any canopy or awning, without the prior written consent of the Association's Board of Directors. The foregoing restrictions as to use and occupancy shall not be construed to prohibit an Owner from

placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a yard, balcony, patio or terrace associated with a Townhome. These general restrictions shall be considered building restrictions under Louisiana Civil Code article 775, et. seq. and predial servitudes under Louisiana Civil Code article 646, et. seq. These use restrictions shall be enforced in accordance with Article XI, Section 1.

Section 2. Insurance. Nothing shall be done or kept in any Townhome on a Lot or in any part of the Common Areas which will increase the rate of insurance on any Lot or Common Areas without the approval of the Association's Board of Directors. No Owner shall permit anything to be done or kept in his Townhome, or in any part of the Common Areas which will result in the cancellation of insurance on any Lot or Common Areas or which would be in violation of any law.

Section 3. Signs. No sign of any kind shall be displayed to the public view on or from any building site without the prior consent of the Association's Board of Directors, except standard real estate signs (16" x 24") and address numbers or Townhome identification.

Section 4. Nuisance. No nuisance, public or private, no noxious, offensive, improper, immoral or unlawful activity constituting a nuisance or which, in the judgment of the Association's Board of Directors, may cause unreasonable noise or disturbance to others shall be conducted or maintained in the Common Areas, Lots or Townhomes. All laws, orders, rules, regulations or requirements of any public authority having jurisdiction over the Common Areas and Submitted Property shall be observed and complied with.

Section 5. Electrical and Sound Equipment. No Owner shall install outside his Townhome any radio or television antenna or other electrical equipment, fixtures or items of any kind, without the prior written permission of the Association's Board of Directors. All radio or television antennas or other electrical equipment of any kind or nature installed or used in or outside each Townhome shall fully comply with all rules, regulations, requirements or

recommendations of the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment installed in or outside each Townhome. Satellite reception devices are prohibited except as the Association's Board of Directors may approve. No Owner shall install or use outside any sound producing equipment or devices.

Section 6. Wiring. No Owner shall overload the electrical wiring or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association's Board of Directors, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the Common Areas without the prior written consent of the Board of Directors.

Section 7. Garbage and Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner in a location designated by the Association as prescribed from time to time in the Rules and Regulations. Construction materials and equipment of any kind, rubbish, trash, garbage or other waste will be stored and disposed of in accordance with the Rules and Regulations. No waste will be permitted on any part of the Common Areas except at locations designated by the Association's Board of Directors. No disposal of trash, garbage or other waste shall be violative of any local, state or federal hazardous or toxic waste law, rule or regulation.

Section 8. Prohibited Vehicles and Structures. Except as permitted by the Rules and Regulations (which may completely prohibit the same) of the Association, no trailer, motor home, boat, recreational vehicle or large, commercial-type vehicle of any kind shall be parked or stored on any Lot or the Common Areas except in spaces that may be specifically designated for that purpose. No vehicle shall be repaired or rebuilt on the Common Areas, and no inoperative vehicle may be kept on any Lot or the Common Areas. Motorcycles, motorbikes, motorscooters,

and similar vehicles shall not be operated on the Common Areas except directly between a parking space and public road. Parking spaces shall be used for parking purposes only. No structure of a temporary character, such as a trailer, shack or other out-building shall at any time be used as an office, temporarily or permanently. No detached structure may be constructed without first having been approved by the Association's Board of Directors and any such building must conform in every respect, including materials, with the exterior construction of the Townhome on that same Lot. The decision of the Board of Directors shall be final with respect to the prohibition of a vehicle or activity under this section.

Section 9. Heating and Air Conditioning Equipment. Heating, ventilating and air conditioning equipment and solar energy systems shall be located solely in areas designated by the Association's Board of Directors.

Section 10. Pets. No animals or fowl may be kept on the Common Areas or Lots, except that the keeping of small, orderly domestic pets (e.g. dogs, cats or caged birds provided they are under 20 pounds) not to exceed two (2) pets per Lot is permitted subject to the Rules and Regulations; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or disturbance or noise shall be permanently removed from the Submitted Property and Common Areas within ten (10) days after delivery of written notice from the Association's Board of Directors. Pets shall not be permitted upon the Common Areas unless accompanied by an adult and unless carried or leashed and the pet owner keeps the Common Area clean from use by its pet(s). Any Owner who keeps or maintains any pet upon any portion of the Submitted Property shall be deemed to have indemnified and agreed to hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or

maintaining such pet within the Submitted Property. All pets shall be registered with the Association's Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Association resulting from the presence of such pets.

Section 11. Security. Owners shall, at all times, comply with the Rules and Regulations as the Association may promulgate for the security of the Owners and their occupants.

Section 12. Common Areas. No Owner shall obstruct any of the Common Areas nor shall any Owner place or cause or permit anything to be placed in any of the Common Areas without the written approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Areas, except with the prior written consent of the Association's Board of Directors.

Section 13. Timesharing Arrangements. No Townhome shall be subjected to or used for any timesharing, cooperative, licensing or other arrangements that would entail daily, weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

Section 14. Leases of Townhomes. No Owner may lease less than his entire Townhome. All leases shall be in writing, and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

Section 15. Limited Access to Townhome. The Association shall have a duplicate set of keys to each Townhome for access for pest control, emergency situations, and to do other work

necessary for the maintenance of the Townhome or Common Areas for which the Association is responsible under this Declaration.

ARTICLE VIII

INSURANCE

Section 1. Insurance Coverage.

The Association shall effect and maintain, to the extent reasonably available, the following insurance coverages for its benefit and for the benefit of the Owners and Mortgagees, as their respective interests may appear:

- (a) Insurance for the Submitted Property and Common Areas against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for not less than 100% of the insurable replacement cost of the Lot, Townhome and Common Areas, and against such other hazards and for such amounts as the Association may deem advisable. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Association. The insurance may, but is not required to cover the contents, fixtures and equipment located within the Townhome. Lot Owners may get individual riders to insure such property and contents. The proceeds for coverage on contents shall be payable to the individual Lot Owner obtaining such coverage;
- (b) Comprehensive general liability insurance, including medical payment insurance, in an amount determined by the Association covering occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, administration or maintenance of the Submitted Property and Common Areas with a coverage amount of at least \$1,000,000;
- (c) Worker's compensation insurance as required by applicable law;
- (d) Flood Insurance, if any portion of the Submitted Property is or hereafter is deemed to be located in a special flood hazard area;
- (e) If deemed advisable by the Association's Board of Directors, fidelity bonds for all officers and employees of the Association handling or responsible for Association funds; and/or
- (f) Such other insurance coverages as the Association may from time to time deem necessary.

All coverage obtained by the Association shall be consistent with local, state and federal insurance laws.

Section 2. Insurance as Common Expense. The cost of effecting and maintaining insurance coverages on Lots, Townhomes and Common Areas is a Common Expense and shall be paid by the Association in accordance with this Declaration. A Lot Owner shall be solely responsible for any insurance deductible due to a loss or claim against his Lot or Townhome. After providing written notice thereof to the Lot Owner and his Mortgagee, the Association shall have no obligation to maintain and provide insurance for a Lot or Townhome in the event a Lot Owner fails to timely pay his Monthly Assessments. Each Lot Owner hereby appoints the Association as his agent and attorney in fact with respect to obtaining such insurance coverage, which appointment shall be coupled with an interest. The level of insurance obtained by the Association for the benefit of a Lot Owner shall be the amount set forth in Section 1 above and no further. The Association shall determine the amount of deductibles in its sole discretion. A Lot Owner shall be deemed to have consented to and approved the level of insurance upon receipt of a certificate of insurance setting forth this information and failing to object within fifteen (15) days of receipt.

Section 3. Adjustment of Insurance Loss. Any loss covered by a property insurance policy on the Lots, Townhome and Common Areas shall be adjusted by the Association's Board of Directors. Subject to the provisions of Section 4, the proceeds of any property insurance policy effected pursuant to Section 1 shall be disbursed first for the repair or restoration of the damaged Lots, Townhome and Common Areas and Owners and Mortgagees shall not be entitled to receive payment or any portion of the proceeds unless there is a surplus of proceeds after the Submitted Property and Common Areas have been completely repaired or restored, or unless the damaged

Lot is withdrawn from this Declaration and ceases to be a Submitted Property.

Section 4. Repair and Replacement of Submitted Property and Common Areas.

Any portion of the Lots, Townhomes or Common Areas damaged or destroyed shall be repaired or replaced promptly unless: (i) the damaged Lot is withdrawn from this Declaration; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; (iii) with respect to Common Areas only, the Association elects not to repair or replace the Common Areas. A Lot Owner shall be solely responsible for the insurance deductible due to a loss or claim associated with his Townhome or Lot. Failure of a Lot Owner to pay such deductible shall subject him to the same liabilities provided for in this Declaration for the failure of a Lot Owner to pay Assessments. A Townhome shall be repaired or replaced in accordance with the uniform plans and designs of other Townhomes subject to this Declaration. The Association, its agents and contractors, are hereby granted a limited servitude of access to any Lot or Townhome to the extent such access is necessary to restore or repair the damaged Townhome or Lot. Each Owner of a Submitted Property, which the Association is obligated under this section to restore or repair shall subrogate and assign all rights and remedies to the Association which he may have against third parties liable in whole or in part for such damage or destruction.

Section 5. Excess Repair Costs. The cost of repair or replacement to any Lot or Townhome in excess of insurance proceeds and reserves shall be paid by the Lot Owner unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions apply thereto. The Association shall have the right to impose a Special Assessment in the amount of the excess repair costs.

Section 6. Notice of Insurance Coverage Changes. Upon the written request of any Owner, insurer, Mortgagee, or guarantor thereof of a Lot, a timely written statement shall be issued setting forth:

- (a) any lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- (b) any casualty loss that affects either a material portion of the Common Areas, the Townhome or Lot securing such mortgage or debt.

Section 7. Notice Prior to Cancellation. All insurance policies shall require the insurer to provide at least ten (10) days notice to the Association and any first Mortgage Holder before the insurer cancels or substantially changes coverage.

Section 8. Insurance Endorsements. The Association may, at its discretion, obtain the following endorsements to policies of insurance:

- (a) an "Inflation Guard Endorsement," when it can be obtained;
- (b) "Building Ordinance or Law Endorsement," if the enforcement of any building, zoning or land-use law will result in loss or damage, increased cost of repairs or reconstruction or additional demolition or removal costs;
- (c) waiver of rights of subrogation against Lot Owners; and
- (d) a provision that the insurance coverage will not be prejudiced by any acts or omissions of a Lot Owner unless the Lot Owner is under the control of the Association, and further providing the insurance coverage is primary, even if a Lot Owner has other insurance which covers the same loss.

ARTICLE IX

EXPROPRIATION

Section 1. Taking by Expropriation. In the event that an action in eminent domain is brought to condemn or expropriate a portion of a Submitted Property (whether permanent or temporary) the Owners of the adjoining Lots on the Submitted Property affected by the action shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. In the event an action in eminent domain is brought to condemn

or expropriate Common Areas, the Association shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding.

Section 2. Distribution of Proceeds. After the damages or awards for such taking are settled or otherwise determined, any proceeds or awards therefrom shall be payable to the Owners the distribution of which proceeds, if any, shall be in proportion to the relative values of property taken, or the Association, if Common Areas are expropriated. In the event it is determined by the Owners that expropriated or condemned property should be replaced or restored by obtaining other land or building additional structures, this Declaration shall be duly amended by an instrument executed by the Owners to reflect the submission of the additional property to this Declaration.

Section 3. Taking of Lots. If a Lot is taken by such eminent domain action or withdrawn from this Declaration, the membership of the Owners in the Association shall be terminated.

ARTICLE X

TERMINATION

Section 1. Termination. A Submitted Property may withdraw from this Declaration upon the affirmative vote of 80% of the Lot Owners at a meeting of the Association, and the upon the obtainment of the affirmative written consent of 100% of any mortgagees affected by the termination.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement. In the event of any dispute arising from the provisions set forth in Articles IV and IX, exclusively, the Owners shall enter into Arbitration as set forth in this Article XI, Section 1. Each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all the arbitrators. The decision of the arbitrators shall be binding upon the parties.

Except as provided above, the Association, or any Owner, as applicable, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the right to collect damages, the right to exercise remedies established herein and any other remedies provided by law, the enforcing party shall have the right to enforce the provisions hereof by specific performance or by mandatory or prohibitory injunctions without the necessity of proving irreparable injury, without the requirement of a bond, and without regard to the other limitations of Louisiana Code of Civil Procedure article 3601. The prevailing party in an action to enforce the provisions hereof shall be entitled to recover from the unsuccessful Owner the prevailing party's costs and reasonable attorney's fees and expenses incurred in connection therewith. Failure by the Association or by 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.

If a Lot Owner shall not have complied with the repair and/or maintenance obligations imposed on him by this Declaration, the Association, rather than bring legal action as provided above may, in its sole discretion, cause the repair and/or maintenance to be made, and the cost thereof shall be deemed for all purposes to be a Special Assessment levied against and attributable

solely to the offending Lot Owner.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may, in so far as it effects Common Areas or the rights of adjoining Lot Owners on Submitted Property, be amended only with the written consent of eighty-percent (80%) of the Lot Owners located on the Submitted Property. Any Amendment must be recorded with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana to be effective against third parties.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Association herein, have hereunto set their hand and seal, this 1st day of June, 1998.

WITNESSES:

Mani Cuddy
Quadrone

TOWNHOMES OF PARK OAKS, INC.
By: [Signature]
Its Duty Authorized Representative

Mani Cuddy
Quadrone

THE TOWNHOMES OF PARK OAKS
HOMEOWNER'S ASSOCIATION, INC.
By: [Signature]
Kenneth G. Smith, Jr., President

[Signature]
Notary Public

Exhibit "A"

One (1) certain lot or parcel of ground, together with all buildings and improvements thereon, situated in that subdivision of East Baton Rouge Parish, Louisiana, known as **Coursey Village Subdivision**, and being designated according to a map entitled "Map Showing the Resubdivision of Lot 47-A & 47-B, Coursey Village Subdivision, Third Filing, East Baton Rouge Parish, Louisiana for Lake Sherwood Acres, Inc.", made by William L. Bowman, Land Surveyor, dated June 20, 1978, and on file and of record in the office of the Clerk of Court and Recorder for East Baton Rouge Parish, as **Lot Forty Seven A (47-A)** of said subdivision, and described according to a map entitled "Map Showing Topographic Survey of Lot 47-A Coursey Village Subdivision Park Oaks Apartments 4624 Park Oaks Drive, Baton Rouge, LA. for Park Oaks Limited Partnership", dated December 23, 1991 and made by Andy Matamoros, as follows:

Commencing at the intersection of the Southern right of way line of Coursey Boulevard and the western right of way line of Park Oaks Drive marked with a 1/2" iron pipe;

then South 9° 17' 40" West a distance of 258.61 feet to a 1/2" iron pipe to a point called the **Point of Beginning**;

then South 9° 17' 40" West a distance of 215.44 feet to a point and corner;

then North 81° 22' 52" West a distance of 294.89 feet to a point and corner;

then North 4° 39' 23" East a distance of 194.36 feet to a point and corner;

then South 85° 20' 37" East a distance of 311.60 feet to the **Point of Beginning**;

ITEM II:

A certain lot or parcel of ground, together with all buildings and improvements thereon and all the rights, ways, privileges, servitudes, advantages, and appurtenances thereunto belonging or in anywise appertaining, situated in that subdivision of East Baton Rouge Parish, Louisiana, known as **COURSEY VILLAGE SUBDIVISION, THIRD FILING**, and being designated according to a map entitled "Map Showing Resubdivision of Lots 48-A and 48-B" prepared by Paul C. Boudreaux and Associates, Inc., dated October 23, 1979, revised May 15, 1983, recorded as Original 422, Bundle 9573, East Baton Rouge Parish, Louisiana and according thereto **Lot 48-B-1**, and described according to a map entitled "Map Showing Topographic Survey of Lot 47-A Coursey Village Subdivision Park Oaks Apartments 4624 Park Oaks Drive, Baton Rouge, LA. for Park Oaks Limited Partnership", dated December 23, 1991 and made by Andy Matamoros, as follows:

Commencing at the intersection of the southern right of way line of Coursey Boulevard and the Eastern right of way line of Park Oaks Drive marked with a 1/2" iron pipe;

then South $9^{\circ} 17' 40''$ West a distance of 151.92 feet a 1/2" iron pipe which point is the **Point of Beginning**;

then South $71^{\circ} 35' 01''$ East a distance of 210.20 feet to a point and corner;

then along a circular curve to the left with a central angle $8^{\circ} 41' 19''$ radius 1,837.02 feet and arc 278.57 feet to a point and corner;

then South $9^{\circ} 03' 07''$ West a distance of 251.40 feet to a point and corner;

then North $81^{\circ} 20' 39''$ West a distance of 494.90 feet to a point and corner;

then North $9^{\circ} 17' 40''$ East a distance of 313.49 feet to the **Point of Beginning**

The above described tract is located in Sections 50 and 51, T-7-S, R-2-E, G.L.D., Parish of East Baton Rouge, Louisiana, and is subject to servitudes and restrictions as recorded in the East Baton Rouge Parish Clerk of Court

(Item I and Item II are collectively referred to herein as the "**Property**").