

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR**

CENTRAL SQUARE

**(Being a Consolidation of those Covenant and Restrictions for Central Square, Phase 3 and
Vieux Carre' at Central Square)**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 10th day of October, 2024, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

Acadiana Development of Central, L.L.C. (hereinafter referred to as the "Developer"), a Louisiana limited liability company, with a mailing address of P.O. Box 193, Central, Louisiana 70739, represented herein by its duly authorized Member, Jeffrey S. Couvillion, by virtue of the authority granted in a certificate of authority attached hereto and made a part hereof, who did depose and say that the Developer is the Owner of a certain parcel of property comprising in EBR Parish, Louisiana (the "Property") containing those parcels of land designated as Lots 9 through 71, **CENTRAL SQUARE**, as set forth on the following maps: 1) "Final Plat of Central Square, Phase 2, Lots 5-20, Tracts CA-1, CA-2, CA-3 & CA-4, being the subdivision of Lot 4-B-2-A of the Vaughn Property" dated December 20, 2012; and 2) "Final Plat of Central Square, Phase 3, being the subdivision of Lot 4-B-2-A-1, 4-B-2-A-2 of the Vaughn Property and Lots 6 & 7 of Central Square Phase 2 into Lots 21-72, CA-5 - CA-11, 6-A and 7-A", dated July 1, 2015; and 3) "Map Showing the Combination of Lots Between Lots 15, 16, 17, 18, 19 & 20 of Central Square Phase II to form Lots 15-A, 16-A, 17-A, 18-A, & 19-A and Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 & 31 of Central Square, Phase 3 to form Lots 21-A, 22-A, 23-A, 24-A, 25-A, 26-A, 27-A, 28-A & 29-A.

Who did depose and say that it desires to amend and combine the Covenants and Restrictions for **Central Square, Phase 3**, recorded at Original 788 and Bundle 12691, in the records for the Parish of East Baton Rouge, and the Covenants and Restrictions for **Vieux Carre' at Central Square**, recorded at Original 420 and Bundle 12383, Original 557 and Bundle 12466, and as amended at Original 125, Bundle 12510 in record for the Parish of East Baton Rouge, Louisiana, into a single association know as **CENTRAL SQUARE HOMEOWNERS' ASSOCIATION**.

This Amendment shall supersede any and all prior Covenants and Restrictions and shall be binding upon all current and future owners of said lots, or any portion thereof, their heirs and assigns, as follows:



ARTICLE 1 DEFINITIONS

Association. The term the "Association" as used in these restrictions shall mean and refer to Central Square Townhome Owner's Association, Inc., a Louisiana non-profit corporation formed by the Developer to perform the duties delegated to the Association under these Restrictions.

Committee. The term the "Committee" as used in these Restrictions (without designation as the Developer Committee or the Homeowner Committee) shall mean and refer to the Developer Committee or the Homeowner Committee, as the context requires under these Restrictions.

Common Areas. The term "Common Areas" shall mean: That area designated as "Common Area" on the official plat of Vieux Carre' at Central Square and any amendments thereto.

Common Expenses. The term "Common Expenses" shall mean those expenses defined in this declaration.

Lot. The term "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Submitted Property and any amendment thereto, with the exception on the Common Area owned by the Association.

Lot Owner. The term "Lot Owner" or "Owner" shall mean and refer to the record Owner, whether one or more persons or entitled, of a fee simple title to a Lot which is a part of the Submitted Property.

Member. The term "Member" shall mean and refer to the Owners who, by virtue of such ownership, are Members of the Association.

Mortgagee. The term "Mortgagee" or "Mortgage Holder" shall mean any entity which owns or holds a mortgage or security interest encumbering a Lot, Townhome or the Common Areas.

Submitted Property. The term "Submitted Property" or "Submitted Properties" shall mean and refer to Lots 9 through 71, CENTRAL SQUARE, as set forth on the following maps: 1) "Final Plat of Central Square, Phase 2, Lots 5-20, Tracts CA-1, CA-2, CA-3 & CA-4, being the subdivision of Lot 4-B-2-A of the Vaughn Property" dated December 20, 2012; and 2) "Final Plat of Central Square, Phase 3, being the subdivision of Lot 4-B-2-A-1, 4-B-2-A-2 of the Vaughn Property and Lots 6 & 7 of Central Square Phase 2 into Lots 21-72, CA-5 - CA-11, 6-A and 7-A", dated July 1, 2015; and 3) "Map Showing the Combination of Lots Between Lots 15, 16, 17, 18, 19 & 20 of Central Square Phase II to form Lots 15-A, 16-A, 17-A, 18-A, & 19-A and Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 & 31 of Central Square, Phase 3 to form Lots 21-A, 22-A, 23-A, 24-A, 25-A, 26-A, 27-A, 28-A & 29-A, including any future filings and other properties subsequently submitted to this Declaration of Covenants and Restrictions.



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Townhome. The term "Townhome" shall mean those improvements constructed on Lots 9 through 14 and Lots 69 through 71 of the 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 herein, in the Articles of Incorporations and in the By-Laws of the Association.

Garden Home. The term "Garden Home" shall mean the improvements constructed on a Lots 15-A, 16-A, 17-A, 18-A, 19-A, 21-A, 22-A, 23-A, 24-A, 25-A, 26-A, 27-A, 28-A, 29-A and Lots 32 through 68 of the Submitted Property, and the term "Garden Home" may be used to be inclusive of the term "Lot" and vice versa. Lot or Garden Home ownership includes such additional and accessory rights and obligations as are provided herein, in the Articles of Incorporations and in the By-Laws of the Association.

ARTICLE II THE ASSOCIATION

Section 1. The Association governing the Submitted Property shall be the Association previously formed by the Developer and as referenced in those Restrictions and Covenants filed on or about January 13, 2013, and recorded at Original 557, Bundle 12466; and subsequently amended on June 28, 2013, and recorded at Original 125, Bundle 12510 in the official records for the Parish of East Baton Rouge. However, the Associations formed shall be combined into a single Association. The new name of the Association shall be Central Square Homeowners Association. Additionally, all restrictions, covenants, and rights contained in the aforementioned previously recorded Restrictions shall be superseded by as follows and shall be adopted as to the Submitted Property. Specifically, those Townhome Lots identified as Lots 9 through 14 and Lots 69 through 71 and Garden Home Lots identified as Lots 15-A, 16-A, 17-A, 18-A, 19-A, 21-A, 22-A, 23-A, 24-A, 25-A, 26-A, 27-A, 28-A, 29-A and Lots 32 through 68.

Section 2. Board Selection. The initial Board shall be appointed by the Developer shall be comprised of a President, Vice-President and Treasurer, along with two (2) other Owners. Initial Board members shall serve a two (2) year term. After the initial two (2) year term, the Owners shall elect the officers and Board members by a majority vote and their term shall be for one (1) year.

Section 3. Membership and Voting Rights. Each person or entity who is an owner of record of a Lot identified as a "Submitted Property", now or subsequently, 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.

Section 4. Rights and Obligations of Association. Subject to the rights of Declarants, and as more fully set forth in the Articles of Incorporation and the By-Laws of the Association, 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 reserved;
- c. To levy and collect Annual 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;
- f. To institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or, at the option of the Association, on behalf of two (2) or more Lot Owners on matters affecting the Submitted Property;
- g. To make contracts to incur debt and liabilities;
- h. To regulate the administration, use, maintenance, repair, replacement and modification of the Submitted Property;
- i. To maintain and repair the Common Areas;
- j. To grant servitudes, easements, leases, licenses, permits and concessions through or over the Common Areas;
- k. To impose charges for late payments 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. Any charges or fines levied under this provision shall institute a lien against the affected lot(s);
- l. 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 to the status of Assessments on a Lot is binding upon the Association as of the Date of its issuance;
- m. To engage and pay for the services of professionals such as architects, engineers, surveyors, planners, accountants, auditors and attorneys;



- n. To provide for the indemnification of its officers, Board of Directors, employees and agents and to maintain liability insurance relative to any indemnification undertaking;
- o. To perform emergency repairs or to do other work necessary for the maintenance of the Common Areas;
- p. To establish and maintain insurance coverage as required by law, this Declaration, the Articles of Incorporation or the By-Laws;
- q. To use summary abatement injunctions, temporary injunctions or similar means to enforce Restrictions against the Submitted Property and Common Areas for its use;
- r. To maintain a copy of the Declaration, 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 the Submitted Properties. There shall be no obligation by the Association to produce Financial Statements until one hundred (100%) percent of the Lots are no longer owned by the Developer and the individual Lot Owners have taken control of the Association. After that time, Financial Statements shall be completed within one hundred twenty (120) days after the end of the Association's fiscal year;
- s. To exercise any other rights and power conferred upon it from time to time herein and/or in the By-Laws;
- t. To exercise all other rights and powers that may be exercised in Louisiana by non-profit corporations; and
- u. 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 5. Notice and Quorum for Action of Members. Written Notice of any meeting of Members called for the purpose shall be sent to all Members not less than ten (10) days nor more than thirty (30) 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 the Declaration, at the first of any such meeting called, the presence of Members or of proxies entitled to cast fifty-one (51 %) 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 thirty (30) 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 validity held meeting shall have the power to authorize all action of the Association voted on at such meeting.

Section 6. No Personal Liability. Notwithstanding any duty to maintain and repair 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 an latent condition of the Common Areas or for any injury or damage caused by, in or on the Common Areas or the 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. Voting Rights. 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 the published Rules and Regulations.

Section 2. Inseparability of Ownership Interest. The ownership interest of each Lot or Townhome 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. Any subsequent Owner shall assume liability for any outstanding charges of the previous owner.

ARTICLE IV MAINTENANCE OF ASSOCIATION COMMON AREAS

Section 1. Common Sanitary Sewer and Other Utility Lines. All sanitary sewer and other utility lines and equipment (including electric, gas, water and telephone lines) have been constructed to serve each Townhome and/or Garden Home 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 gravity sewer system and other utility lines and equipment, excluding the sewer treatment plant, 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 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/or Garden Home and primary servicing the Lot. Additionally, each Owner is responsible for all bills for electricity, water, sewer, gas, telephone and any other service, repair or maintenance service or utility used or consumed on the Owner's Lot.



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Section 2. Townhome Party Wall. Each wall which is built as a part of the original construction of any Townhome and placed on the dividing line between Townhomes shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be divided equally between the common Owners 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. Each Owner and his agents and/or 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 of which the Owner has common ownership. This Section is limited to Lots 9 through 14 and 69 through 71.

Section 3. Townhome Maintenance of Roof. One roof has been constructed to cover adjoining Townhomes constructed as part of the same building. The expense for the maintenance, repair and upkeep of each roof of an individual building shall be the pro-rata responsibility of each Owner in that building unless the general rules of Louisiana law regarding liability for the property damage due to negligent or willful acts or omissions shall apply thereto. Each Owner and his agents and/or contractors are hereby granted a limited servitude of access to the exterior of any Lot on which a Townhome is situated 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. This Section is limited to Townhomes and/or lots on which Townhomes are constructed.

Section 3.1. Roof Repair or Reroof. Any roof repair and/or reroof must be expressly approved in writing by the Association.

Section 4. Fence/Gates. The Association shall have the responsibility for the maintenance of all developer constructed fences along the boundaries/perimeter of the subdivision. It shall be the responsibility of individual lot owners to maintain all other fencing and/or gates including but not limited to common party fences separating individual lots. However, no Lot Owner shall construct or alter any fence or gate without the express written consent of the Association.

Section 5. Landscape, including trees and shrubbery in the Common Areas, irrigation, and backflow preventors in all Common Areas shall be the responsibility of the Association.

Section 6. Mailboxes. When a residence is built on any lot, it shall be the sole responsibility and cost of the each respective lot owner to install a mailbox in accordance with the Post Office Regulations. Only mailbox styles/type expressly approved by the Developer or Association shall be installed.

Section 7. Sidewalks. The Association shall have the responsibility for the maintenance and repair of all sidewalks within the development.



Section 8. Pavilion Maintenance and Repair. The Pavilion shall be a Common Area of the Development, and all costs associated with its upkeep, maintenance, and repair shall be paid by the Association.

Section 9. Daniel Ryan Couvillion monument. The Daniel Ryan Couvillion monument shall be a Common Area of the Development, and all costs associated with its upkeep, maintenance, and repair shall be paid by the Association. It is expressly understood and agreed that the Couvillion family shall have standing, as if it was a member of the Association, to seek any injunctive or declaratory relief requiring that the Association continue to maintain, and repair when necessary, the monument to its current condition. In the event that the Couvillion family is required to seek legal action to enforce this provision, they shall be entitled to a reimbursement of all court costs and legal fees.

Section 10. American Flag at Entrance. The American flag and pole at the entrance shall be a Common Area of the Development, and all costs associated with its upkeep, maintenance, and repair shall be paid by the Association.

Section 11. Exterior Structural Improvements. The cost of reasonable repair maintenance or replacement of the structural integrity and exterior appearance of each improvement upon any Lot shall be the responsibility of the individual Owner, or divided equally between common Owners, unless the general rule of Louisiana law regarding liability for property damage due to neglect or willful acts or omissions shall apply thereto. The Owners, their agents and contractors, are hereby granted servitude across the exterior of any adjoining Lot or Townhome to extent such access is necessary to repair, maintain or place any structural improvement on a Lot. The cost of repair, maintenance and replacement of the shared Townhome roof shall be governed by Article IV Section 3 above. This Section is limited to Townhomes and/or lots on which Townhomes are constructed.

Section 12. Destruction by Fire or Other Casualty. If a Townhome is destroyed or damaged by fire or other casualty, the Townhome or Lot 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. This Section is limited to Townhomes and/or lots on which Townhomes are constructed.

Section 13. Right of Contribution Runs of Land. The right of contribution for the payment of expenses for party walls from another Owner under this Declaration shall be appurtenant to the land and pass to such Owner's successor in title. This Section is limited to Townhomes and/or lots on which Townhomes are constructed.



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 servitude established by the Declaration in favor of the Association and Lot Owners and 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 Area with each Lot and the Common Areas 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 therefore, 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 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 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 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 obligations on 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 and for the establishment of reserves.



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Section 3. Determination of Assessments. The Owner of each Lot shall pay to the Association an annual assessment for each Lot in the amount of **\$580.00**. Annual 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 the 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 Monthly Assessment shall be as determined by the Board based on the Board's assessment and analysis of the budgetary needs of the Association.

Section 4. Uniform Rate of Assessments. Annual Assessments must be fixed at a uniform rate for all Lots and shall be collected on an Annual basis and due and payable on January 1st of each year. Special Assessments shall be imposed as set forth in this Declaration.

Section 5. Date Commencement of Association; Due Date. Commencing on the date to be determined by the Board of Directors, each Lot and the Member who owns said Lot shall be subject to and liable for all Annual and Special Assessments which shall be assessed by the Association's Board of Directors for the purpose set forth herein above to be known as "Common Expenses". Common Expenses shall include, but shall not be limited to, all charges for taxes (except real property taxes assessed separately on each Lot); insurance, and any other expense determined by the Association. Special Assessments may be assessed, 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. The Developer, however, shall not be required to pay any special assessment.

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 services 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 eighteen (18%) 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 any and all cost incurred, including but not limited to court cost and recording fees associated with filing of the lien, incurred by the Association, including but limited to reasonable attorney's fees of not less than \$1,000.00, or a greater amount to be determined by the Board of Directors at any time without any notice set forth herein or required in any fashion, for the collection or enforcement thereof; and the 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



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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. Subordinate 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. 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/or Townhome and/or Garden Home. Such repair and maintenance shall be performed in accordance with the general standards of repair and maintenance required for all other property in the Subdivision. Each Owner shall maintain his Lot and/or Townhome and/or Garden Home in good condition and in good order and repair, including proper lawn maintenance of all lawn area up to the curb, at his own expense, and shall not display, hang, store, or use any clothing, sheets, blankets, laundry items or other articles outside the Townhome or Garden Home (other than draperies, curtains, shades of 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 and/or Townhome and/or Garden Home or paint or adorn the outside of his Townhome or Garden Home or install outside his Townhome or Garden Home 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 any 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 or Garden Home , on a Lot or in any part of the Common Areas which will increase the rate of insurance on any Lot or on the Common Areas without the approval of the Association's Board of Directors. No Owner



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shall permit anything to be done or kept in his Townhome and/or Garden Home, or in any part of the Common Areas which will result in the cancellation of insurance on any Lot or on the Common Areas or which would be in violation of any law.

Section 3. Building Size. No residence shall be erected on any lot containing, exclusive of porches, breezeways, garages and carports, with less than 1200 square feet living area.

Section 3.1. No vehicle may be parked on the concrete alley or behind owners' Garage door. The Garage door is to remain closed in order to preserve the visual quality of the subdivision.

Section 4. Signs/Exterior Components. No outside lines, outside television antennas, basketball goals, satellite dishes, above ground improvements, clothes lines, hanging devices, yard art, flags, temporary window coverings (e.g. tinfoil, blackout material) or signs (excluding (16" x 24") For Sale signs) shall be allowed to be visible from the public street or alley on which the residence is located without the express written consent of the Developer or Association.

Section 5. Window Coverings/Treatments. No window coverings and/or treatments and/or curtains shall consist of any material or quality that will detract from the aesthetic quality of the subdivision. No window covering consisting of tinfoil, blackout material, reflective material, paper materials, and/or bright colors shall be used on any window on a temporary or permanent basis.

Section 6. Nuisance. No nuisance, public or private, no noxious, offensive, loud music, 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, Townhomes, and/or Garden Homes. All laws, order, rules, regulations and requirements of any public authority having jurisdiction over the Common Areas and Submitted Property shall be observed and complied with.

Section 7. Electrical and Sound Equipment. No Owner shall install outside his Townhome or Garden Home 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. Satellite reception devices over eighteen (18") inches in diameter 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 without the express written consent of the Developer or Association.

Section 8. 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 otherwise 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



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Directors. No disposal of trash, garbage or other waste shall be in violation of any local, state or federal hazardous or toxic waste law, rule or regulation. Garbage Containers shall be kept and stored in an area that is not visible from the street and is kept free from noxious odors and insects. All emptied garbage cans and uncollected garbage must be removed from the curb no later than 8 p.m. on collection day.

Section 9. 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, four-wheelers, ATV's, golf carts, or large, commercial-type vehicle of any kind shall be parked or stored on any Lot, Alley, or the Common Area 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, motor scooters, 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, shack or other out-building shall at any time be used as an office, temporarily or permanently. No detached structure and/or out-building may be constructed without first having been approved by Developer or the Association and any such building must conform in every respect, including materials, with the exterior construction of the Townhome or Garden Home 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.

Parking in alleys is strictly prohibited. Violation will result in the towing of the vehicle at the owner's expense.

Section 10. Pets. No animal 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 30 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 and/or leashed in accordance with any applicable parish or city "leash law". The pet owner must keep the Common Areas clean for use by his 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 of 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. Unattended items. Front and side yards are to be kept clear of fire pits, furniture, toys, bikes, lawn equipment, and storage of any kind when not in use. Bicycles and toys shall not be left unattended in public areas or on sidewalks where they may become a hazard or nuisance. When not in use, these items may not be stored in the driveway.

Section 12. Security. Owners shall, at all times, comply with the Rules and Regulations as the Association may promulgate for the security of the Owner and their occupants.

Section 13. Improvements and Lawn Care Maintenance. Each Lot owner shall be responsible for the maintenance of the improvements built upon his/her Lot. Each Lot owner shall be responsible for the weekly cutting of his/her lawn to the curb, as well as the maintaining and trimming of all trees and shrubbery situated on the Lot.

Section 14. 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 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 15. Use of Pavilion. The Pavilion at Central Square is available for the exclusive use of members of the Central Square Homeowners' Association, Businesses located within Central Square, and third parties with the express written authorization of the Association. All parties using the pavilion agree to the terms set forth in "THE PAVILION AT CENTRAL SQUARE RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT, AND AGREEMENT TO PROVIDE LIABILITY INSURANCE, a copy of which is available through the Association.

Section 16. Private Sewer System. Section 1, Title 7, Chapter 14, Section 143 B(5)(H) of the Code of Ordinances of the City of Central and Parish of East Baton Rouge provides: "PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT THE PROPERTY OWNER SHALL SUBMIT WITH ITS APPLICATION, A CERTIFIED COPY OF A LETTER OR CERTIFICATE SHOWING THE RECORDATION INFORMATION WITH THE EAST BATON ROUGE PARISH CLERK OF COURT STATING THAT THE OWNER IS AWARE THAT WASTEWATER COLLECTION AND TREATMENT IS BEING PROVIDED BY A PRIVATE WASTEWATER COMPANY, AND THAT THE CITY/PARISH IS NOT RESPONSIBLE OR LIABLE FOR ANY MAINTENANCE, OPERATION, SEWAGE BACK UP, BLOCKAGES OR POWER OUTAGES OR ANY OTHER SYSTEM FAILURE. THE OWNER AND ALL SUBSEQUENT OWNERS OF THE PROPERTY SHALL MAKE REFERENCE TO THIS CERTIFICATE OR LETTER AND ITS RECORDATION IN ANY SALE OF SAID PROPERTY."

Accordingly, the following paragraph shall be included in all Acts of Cash Sale of the lots in Central Square, Phase 3:



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Correct Copy
CertID: 2024101000206

Doug Wellborn
East Baton Rouge Parish
Clerk of Court

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THE PARISH HEREBY ACKNOWLEDGE HAVING RECEIVED NOTICE OF A CERTIFIED COPY OF A LETTER OR A CERTIFICATE WHICH WAS PROPERLY RECORDED IN THE OFFICIAL RECORDS OF EAST BATON ROUGE PARISH WHICH PROPERLY NOTIFIED THEM, AND ALL THIRD PARTIES, THAT WASTEWATER COLLECTION AND TREATMENT IS BEING PROVIDED BY A PRIVATE WASTEWATER COMPANY, AND THAT THE CITY/PARISH IS NOT RESPONSIBLE OR LIABLE FOR ANY MAINTENANCE OPERATION, SEWAGE BACK-UP, BLOCKAGES OR POWER OUTAGES OR ANY OTHER SYSTEM FAILURE."

The failure of any closing attorney or title company to place the above language in any act of Cash Sale shall not cause any liability whatsoever on the Developer, builder of any townhome, or any future owners of these townhomes. Section 1, Title 7, Chapter 14, Section 14.3 (B)(5)(K) provides that property owners may be required to tie in to the public sewer system at their own cost sometime in the future in accordance with the procedures set forth in Title 2, Chapter 5, Part III of the Code of Ordinances.

ARTICLE VIII INSURANCE

Section 1. Insurance Coverage. The Association shall effect and maintain, to the extent reasonably available, the following insurance coverage for its benefit and for the benefit of the Owners and Mortgagees, as their respective interests may appear:

- (a) 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 \$1,000,000.00;
- (b) Flood insurance, if any portion of the Submitted Property is or hereafter is deemed to be located in a special flood hazard area;
- (c) Such other insurance coverage 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. A Lot Owner shall be solely responsible for any insurance deductible due to a loss or claim against his Lot or Townhome.

Section 3. Notice of Insurance Coverage Changes. Upon 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, cancellations or material modification of any insurance policy maintained by the Association; and
- (b) Any casualty loss that affects a material portion of the Common Areas;



Section 4. 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 5. Insurance Endorsements. The Association may, at its discretion, obtain the following endorsement 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; waiver or rights of subrogation against Lot Owners; and 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 GENERAL PROVISIONS

Section 1. Enforcement. 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 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 cost incurred, including but not limited to court cost, incurred by the prevailing party, included but limited to reasonable attorney's fees of not less than \$1,000.00, or a greater amount to be determined by the Court of competent jurisdiction, for the collection or enforcement thereof, and the Member, cause to be recorded against 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. Nothing in this Section or any other Section of this document shall be construed in any manner or fashion as to make the Board of Directors, the Association, or the Developer responsible for cost or attorneys fees, regardless if they are the prevailing party in an action, by any party whatsoever. 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/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.



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East Baton Rouge Parish
Clerk of Court

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

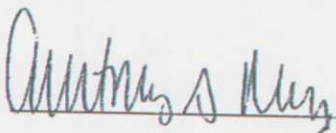
Section 3. Jurisdiction and Venue. The proper jurisdiction and venue for any and all actions by any party for any matter or claim against the Developer or by Developer against any party shall be the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Section 4. 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 affects 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. However, for a period beginning five (5) years from the recordation date of this Declaration, any amendment shall also require the written consent of Declarants, their successors, heirs and assigns. Any Amendment must be recorded with the Clerk and Recorder of East Baton Rouge Parish, Louisiana to be effective against third parties. Notwithstanding anything to the contrary, the Developer, acting alone and without the consent of any Lot Owner shall be authorized to amend this Declaration up until such time that 100% of the lots have been acquired by third parties.

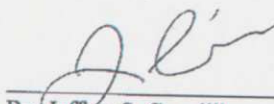
THUS DONE, SIGNED AND PASSED in the City of Central, Louisiana, on the date written above, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said Appearer and me, Notary, after reading on the whole.

WITNESSES:

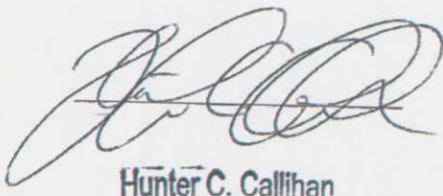
**ACADIANA DEVELOPMENT OF CENTRAL,
L.L.C.**



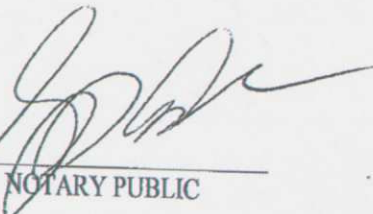
Courtney S. Myers



By: Jeffrey S. Couvillion



Hunter C. Callihan



NOTARY PUBLIC

Gregory D. Callihan
Notary Public, Bar Roll #27984
East Baton Rouge Parish
State of Louisiana
My Commission is for Life



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Doug Welborn
East Baton Rouge Parish
Clerk of Court

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