

Livingston Parish Recording Page

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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**AMENDED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
EVANGELINE COVE TOWNHOMES**

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

EASY GREEN, INC., a Louisiana corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, represented herein by its duly authorized President, James B. Smith, pursuant to a corporate resolution of file and of record in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, and which is the owner of Unit Numbers Five (5) through Twenty Four (24), Evangeline Cove Townhomes, Livingston Parish, Louisiana;

CHRISTOPHER SCOTT BELGARD, a person of the full age of majority and a resident of the Parish of Livingston, who is unmarried and who is the owner of Unit Number One (1), Evangeline Cove Townhomes, Livingston Parish, Louisiana;

JENNIFER J. WESLEY, a person of the full age of majority and a resident of the Parish of Livingston, who is unmarried and who is the owner of Unit Number Two (2), Evangeline Cove Townhomes, Livingston Parish, Louisiana;

GENE OMAR BORDELON and **ALETHEA CHRISTINE DOYAL BORDELON**, persons of the full age of majority and residents of the Parish of Livingston, who are married to and living with each other and who are the owners of Unit Number Three (3), Evangeline Cove Townhomes, Livingston Parish, Louisiana;

TED JUSTIN POLAND, a person of the full age of majority and a resident of the Parish of Livingston, who is unmarried and who is an owner of Unit Number Four (4), Evangeline Cove Townhomes, Livingston Parish, Louisiana;

and



IRIS ELIZABETH PARKER, a person of the full age of majority and a resident of the Parish of Livingston, who is unmarried and who is an owner of Unit Number Four (4), Evangeline Cove Townhomes, Livingston Parish, Louisiana;

Who declared to me, Notary, that they are all of the owners of all units comprising
Evangeline Cove Townhomes.

Appearers (or "Declarants") further declared that they wish to amend the Declaration Of
Protective Covenants, Conditions And Restrictions Of Evangeline Cove Townhomes dated

March 8, 2004, on file and of record in the Office of the Clerk and Recorder for the Parish of Livingston at COB 854, Page 240, to read as follows:

1. Lots 1 through 24, Evangeline Cove Townhomes, Parish of Livingston, Louisiana, are the only lots encumbered by the Declaration.
2. Evangeline Cove Townhomes 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.
3. Declarants 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. Declarants further desire to provide for the preservation of the value of the Submitted Property and therefore desire 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 Evangeline Cove Townhomes, Lots 1 through 24. The mailing address shall be the mailing address of each owner as listed on the respective acquisition deeds. The mailing address of the Developer and owner of the remaining lots is Easy Green, Inc., 17887 Greenwell Springs Road, Greenwell Springs, Louisiana 70739.
4. Declarants 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 1

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 EVANGELINE COVE TOWNHOMES HOMEOWNER’S ASSOCIATION, INC., its successors and assigns. This Association shall be the homeowner’s association for all Lots of Evangeline Cove Townhomes and any improvements constructed thereon now or hereafter.

Section 3. “Common Areas” shall mean: That area designated as “Common Area” on the official plat of Evengeline Cove Townhomes and any amendments thereto.

Section 4. “Common Expenses” shall mean those expenses defined in this Declaration.

Section 5. “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 of the Common Area 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).

Section 7. “Members” shall mean and refer to the Owners who, by virtue of such ownership, are Members of the Association.

Section 8. “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.

Section 9. “Submitted Property” or “Submitted Properties” shall mean and refer to Lots 1 through 24, Evangeline Cove Townhomes, 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. 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 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 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;
- 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 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. Any charges or fines levied under this provision shall constitute 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 as 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 (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. (There shall be no obligation by the Association to produce Financial Statements until the majority 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 powers 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 property 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 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 this 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 proceeding 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 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 Common Areas or for any injury or damage caused by, in or on the 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. 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 its published Rules and Regulations.

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

ARTICLE IV

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

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 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 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. Each Lot Owner shall be assigned the two parking spaces in the Common Area in front of his Lot, and may use the area behind his assigned spaces for additional parking. Any additional parking shall be used by the Lot Owners on a first come-first serve basis.

Section 3. 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.

Section 4. 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 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 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. Fence. The Association shall have the responsibility for the maintenance of all exterior fences between lots and along the boundaries of the subdivision. No lot owner shall construct or alter any fence without the consent of the Association.

Section 6. Exterior Structural Improvements. The cost of reasonable repair maintenance or replacement of the structural integrity and exterior appearance of each Lot or Townhome shall be the responsibility of the individual owner, or divided equally between common owners, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. The owners, their 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 7. 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.

Section 8. 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 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 is 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 and for the establishment of reserves.

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 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 a majority vote of all owners, including the Developer. The Developer, however, shall not be required to pay assessments. 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 a majority of the Members present and voting in person or by proxy, 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 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 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 assessed separately on each Lot); insurance, and any other expenses 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.

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. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

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 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 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 on the 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 on the 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.

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, order, 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. 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.

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 in violation 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, 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, 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 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 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 or leashed. The pet owner must keep the Common Area clean from 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 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 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.

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 Mortgages, 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 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. 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 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 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 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

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 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 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 Livingston 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 to incorporate any changes required by a Mortgagee in order for this Declaration to be in compliance with applicable Federal National Mortgage Association or Housing and Urban Development lending rules, regulations and guidelines.

This authority shall be for a period beginning ten (10) years from execution.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand in the presence of the respective undersigned witnesses and Notaries on the respective dates set forth.

SEE ATTACHED SHEETS FOR SIGNATURES

STATE OF LOUISIANA

PARISH OF Livingston

THUS DONE AND SIGNED before me, the undersigned Notary Public and in the presence of the undersigned witnesses on this 27th day of January, 2005, after reading of the whole.

WITNESSES:

EASY GREEN, INC.

Christopher Scott Belgard
Christopher Scott Belgard

By: James B. Smith
James B. Smith, President

Gene Omar Bordelon
Gene Omar Bordelon

Richard S. Derbes
RICHARD S. DERBES
NOTARY PUBLIC
Bar Roll # 04289

STATE OF LOUISIANA

PARISH OF LIVINGSTON

THUS DONE AND SIGNED before me, the undersigned Notary Public and in the presence of the undersigned witnesses on this 27th day of January, 2005 after reading of the whole.

WITNESSES:

Gene Omar Bordelon
Gene Omar Bordelon

CHRISTOPHER SCOTT BELGARD
CHRISTOPHER SCOTT BELGARD

Ted Justin Poland
Ted Justin Poland

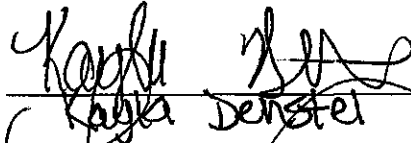
JOHN C. McCARTHY
NOTARY PUBLIC
NUMBER 09131

STATE OF LOUISIANA

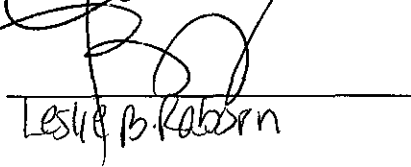
PARISH OF EAST BATON ROUGE

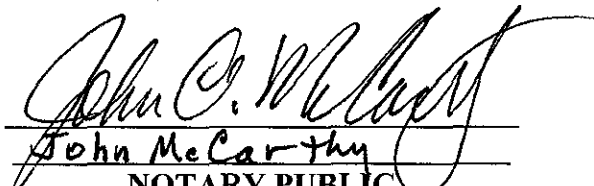
THUS DONE AND SIGNED before me, the undersigned Notary Public and in the presence of the undersigned witnesses on this 28th day of January, 2005 after reading of the whole.

WITNESSES:


Karla Denstel


JENNIFER J. WESLEY


Leslie B. Roborn


John McCarthy
NOTARY PUBLIC
NUMBER 09131

STATE OF LOUISIANA

PARISH OF LIVINGSTON

THUS DONE AND SIGNED before me, the undersigned Notary Public and in the presence of the undersigned witnesses on this 27th day of January, 2005 after reading of the whole.

WITNESSES:

Christopher Scott Belgard
Christopher Scott Belgard

Gene Omar Bordelon
GENE OMAR BORDELON

Ted Justin Poland
Ted Justin Poland

Alethea Christine Doyal Bordelon
ALETHEA CHRISTINE DOYAL BORDELON

John E. McCarthy
JOHN E. MCCARTHY
NOTARY PUBLIC
NUMBER 09131

STATE OF LOUISIANA

PARISH OF LIVINGSTON

THUS DONE AND SIGNED before me, the undersigned Notary Public and in the presence of the undersigned witnesses on this 27th day of January, 2005 after reading of the whole.

WITNESSES:

Christopher Scott Belgard
Christopher Scott Belgard

Ted Justin Poland
TED JUSTIN POLAND

Alethea Christine Dohal Bordelon
Alethea Christine Dohal Bordelon

Iris Elizabeth Parker
IRIS ELIZABETH PARKER

John C. McCarthy
JOHN C. MCCARTHY
NOTARY PUBLIC
NUMBER 09131