



**ACT OF RESTRICTIONS  
OF  
BURLINGTON LAKES SUBDIVISION, FIRST FILING**

STATE OF LOUISIANA

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PARISH OF EAST BATON ROUGE

FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA  
DOUG WELBORN  
CLERK OF COURT AND RECORDER

**BE IT KNOWN**, that on this 13<sup>th</sup> day of December, 2010, before me, the undersigned authority, and in the presence of the undersigned competent witnesses; personally came and appeared:

**ACADIANA DEVELOPMENT OF CENTRAL, LLC**, a Louisiana company, represented by Jeff Couvillion, Managing Member, whose mailing address is P.O. Box 193, City of Central, Louisiana, LA 70739, (hereinafter "Appearer" or "Developer"),

Who did depose and say that:

Appearer is the owner of the immoveable property hereinafter described, and, by this act, impose upon the property the restrictions, conditions, liens, and servitudes hereinafter set forth.

**1. PURPOSE**

The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The immovable property described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of buildings sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from streets, and, in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchasers of building sites therein.

## 2. THE PROPERTY

- 2.1 The immovable property now owned by Appearer and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein:

Lots 1 thru 68, inclusive, Burlington Lakes Subdivisions, First Filing, as shown on the Final Plat of Burlington Lakes Subdivision, First Filing, prepared by Ferris Engineering and Surveying, LLC., dated 12/13/10, recorded as Original 793, Bundle 12289, in the official records of East Baton Rouge Parish, Louisiana;

- 2.2 The property and all other portions thereof hereinafter shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.

## 3. IMPROVEMENT RESTRICTIONS

- 3.1 There is hereby created Burlington Lakes Architectural Control Committee (the "Committee") to be composed of up to three (3) individuals. The initial members of the Committee shall be appointed by Appearer and shall serve for one year or until replaced by their successors, and their successors shall be appointed by Appearer until such time as all the lots are sold or an act executed by Appearer and recorded in the official records of East Baton Rouge Parish releases this right to the lot owners in the Burlington Lakes Subdivision (the "Subdivision") or to a non-profit corporation composed of the lot owners (the "Homeowners Association"). The Committee shall serve without pay and among other duties act as the Architectural Control Committee for the Subdivision, which shall include reviewing all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and nonappealable. The initial members of the Committee are:

(a) Daniel Couvillion (b) Michael Johnson (c) Hope Johnson

- 3.2 No residence, building fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind, therein, be made until plans and specification showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, location, garage door and garage specifications, shall have been

submitted to and approved in writing by a majority vote of the Committee and a copy thereof as finally approved lodged permanently with the Committee.

- 3.3 One (1) set of plans, including plot plan, must be submitted for Committee approval.
- 3.4 No house shall be erected, altered, placed or permitted to remain on any one side of the said lots other than one (1) detached single family dwelling not to exceed two stories in height, a private garage or REAR carport for not more than two (2) cars, and other accessories incidental to residential use of said lots, such as swimming pools, bathhouse and/or gazebos. If any part of a garage is located on the front one-half of the respective lot, it must have a side-load metal garage door and the exterior material facing the street must be the same exterior material as on the house. Detached structures may be constructed only with the prior written approval of the Committee, evidenced by majority vote thereof.
- 3.5 In the event the Committee fails to approve or disapprove within thirty (30) days after any matter, including plans and specifications, have been submitted to it, approval shall not be required by the Committee, however, all other provisions shall continue to apply.
- 3.6 No residence shall be erected on any lot in the Subdivision containing, exclusive of porches, breezeways, garages and carports, less than one thousand three and fifty (1,350) square feet of living area. All ceilings shall be at least nine (9') feet in height.
- 3.7 Unless approved in advance by the Committee (and provided that the placement on said lot does not violate any zoning or subdivision ordinances or regulations), no residence shall be built nearer than six (6') feet to the sideline of a lot, except as shown on the official subdivision plat. Front and rear minimum building setback lines shall be in accordance with the official subdivision plat.
- 3.8 Any residence erected, placed or altered shall be constructed exteriorly of no less than sixty (60%) percent brick, stucco, or drivit, and not more than forty (40%) percent of the exterior, at the discretion of the Committee, may be other building material. Vinyl siding is NOT permitted. Vinyl overhang and fascia will be allowed. All painted exteriors must have at least two (2) coats.
- 3.9 The minimum roof pitch on any residence shall be 8/12 unless otherwise approved by a majority vote of Committee and only architectural shingles shall be allowed.

- 3.10 Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence.
- 3.11 No garage apartment shall be built on any of said lots.
- 3.12 Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the final plat of Burlington Lakes.
- 3.13 Only one residence per lot.
- 3.14 No lot or lots shall be sold except with the descriptions as shown on the final plat or the Subdivision, provided, however, that any lot or lots may be subdivided or replatted with the written consent of the Committee, evidenced by a majority vote thereof, and the City of Central.
- 3.15 No outside lines, outside television antennas, basketball goals, and satellite dishes, above ground improvements or hanging devices shall be allowed to be visible from the public street on which the residence is located, without the written consent of the Committee, evidenced by a majority vote thereof.
- 3.16 No detached structure may be constructed without first having been approved by the Committee and any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on that same lot.
- 3.17 Sodding and landscaping of the front yard shall be installed within thirty (30) days of occupancy of the residence on any lot.
- 3.18 When a residence is built on any lot, the owner thereof shall use only Aluminum Accents to furnish and install the Approved Mailbox. The only approved mailbox is Model Number FXCCS-03XX-CX (see enclosed sheet). All mailboxes must be placed on either the south or east side of the streets on the property line between lots in groups of no more than four. The maintenance thereof shall be the sole responsibility and at the cost of each respective lot owner.
- 3.19 The Subdivision will be served by underground utilities only, except where an overhead electric distribution system previously exists or has been installed by Developer. Electric service from the electric distribution system to each residence shall be underground and the owner of each lot shall furnish an electric servitude from the source of supply to his meter location for receipt of electric service on the lot.
- 3.20 Foundations shall be designated by the builder, designer, or architect for each home, and the Committee's approval of construction plans in limited

to only appearance and not structural design or engineering. The Developer does not warrant soil conditions. City Regulations should be obtained and carefully reviewed for slab elevation requirements.

- 3.21 The exterior construction of any building started must be completed within six (6) calendar months following pouring of the foundation for that building.
- 3.22 Any residence constructed on a corner lot shall have a garage door.
- 3.23 Any fence erected, altered or placed on any lot, except for the rear fences on Lake Lots as provided for in paragraph 5.4 shall be a six (6') foot wood fence. There shall be no chain link fences allowed. No fencing shall be erected altered or placed in the front yard. Any fence erected, altered or placed along the side of any house shall not run forward of the front one-half (1/2) of the house.

#### 4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

- 4.1 Structures in the Subdivision shall be used for residential purposes only. No part of any property in this Subdivision shall be used for apartment houses, offices for the conduct in the home of occupations such as, medical offices, retail or wholesale shops of any kind, for schools, churches, assembly halls or fraternity houses. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind of disposition, or kept in such numbers as to causes nuisance.
- 4.2 No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently, except as may be provided in Section 3.A.
- 4.3 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free from noxious odors and insects.
- 4.4 No sign of any kind, except standard real estate signs, shall be displayed to the public view, on or from any building site without the prior consent of the Committee or its agents.
- 4.5 No noxious or offensive activity shall be carried on, nor shall anything be done which may become an annoyance or nuisance to the other owners.

- 4.6 Nothing shall be altered or constructed in or removed from common landscape areas, if any, as shown on the final plat, except upon the written consent of the Committee.
- 4.7 There shall be no storage or obstructions placed or parking on any common landscape areas, if any, without the prior written consent of the Committee.
- 4.8 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance modifications are enforceable in the same ways as the responsibility for the maintenance and repair of the property concerned.
- 4.9 Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence, private servitudes and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep all lots and private servitudes mowed at all times and free from rubbish, trash, debris and noxious weeds in default of which the Committee may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorneys fees.
- 4.10 Outside lighting, outside music or sound-producing devices, and any other mechanical or electrical devices shall be subject to the approval of the Committee, and any restrictions or rules adopted by the Committee shall be final.
- 4.11 No trash containers may be placed in front of any house before 3:00 P.M. on the day before trash pick-up and all trash containers shall be removed from the front of the house by 6:00 P.M. on trash pick-up day.
- 4.12 No dog kennels shall be placed in a location where they can be seen from the street.
- 4.13 No boats, vehicles, campers, or trailers of any kind, or parts of appurtenances thereof, may be kept, stored, repaired, or maintained on any street or on any lot, except in the garage, and in no event shall the same be kept, stored, repaired, or maintained in any manner which would detract from the appearance of both the individual and the subdivision.

- 4.14 Section 1, Title 7, Chapter 14, Section 14.3 B(5)(H) of the Code of Ordinances of the City of Baton Rouge 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 Burlington Lakes Subdivision:

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 home, or any future owners of these homes.

- 4.15 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.
- 4.16 The developer will vegetate the Lake slopes and the earthen areas behind the curbs upon completion of the subdivision improvements. It shall be the

sole responsibility of the lot owner to maintain the erosion control and to provide for any additional erosion control measures to ensure that NO silt runoff enters the drainage system including the subsurface piping and/or the lakes.

5. SPECIAL LAKE RESTRICTONS

- 5.1 The lake is for the exclusive use and enjoyment of all lot owners and/or members of Burlington Lakes Homeowners Association.
- 5.2 The Committee or the Homeowners Association has the right and power to make all decisions pertaining to the lake including use and care.
- 5.3 The servitude on the rear of any lots that border the lake is for maintenance of the lake if necessary. The owners of these lots have the responsibility of maintaining these servitudes.
- 5.4 On these lots, the rear fences should be constructed of wrought iron, simulated wrought iron, or aluminum that looks like wrought iron to a height of not more than five (5) feet. No wood fences are allowed in this area.
- 5.5 No swimming shall be permitted in the Lake.
- 5.6 No firearms, BB or pellet guns, sling shots or projectiles shall be permitted around the Lake.
- 5.7 No boats, floating devices or other watercraft shall be permitted in the Lake.
- 5.8 EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF TITLE TO A LOT, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY SUCH LOT, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, AND ASSIGNS, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE THE DEVELOPER, THE ARCHITECTURAL CONTROL COMMITTEE, THE HOMEOWNER'S ASSOCIATION, ITS BOARD OF DIRECTORS, EACH OWNER, EACH FORMER OWNER OF A LOT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON



ACCOUNT OF (a) ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH, AS A RESULT OF ANY ENTRY ONTO ANY OF THE COMMON PROPERTIES (INCLUDING ANY LAKE IN THE COMMON PROPERTIES) BY ANY OWNER, OCCUPANT, MORTGAGEE, OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, (b) THE RISE AND FALL OF THE WATER LEVEL OF ANY LAKE IN THE COMMON PROPERTIES INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER ONTO AND OUT OF ANY SUCH LAKE WHICH COULD RESULT IN OR CAUSE DAMAGE, BY FLOODING OR OTHERWISE, TO ANY IMPROVEMENTS OR ANY OTHER PERSONAL PROPERTY SITUATED ON ANY PORTION OF THE PROPERTY OR ANY LOT OR WHICH WOULD RESULT IN OR CAUSE ANY IMPROVEMENTS SITUATED ON OR ADJACENT TO ANY SUCH LAKE TO BE UNUSABLE DUE TO LOW OR HIGH WATER LEVELS. FURTHERMORE, EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, DOES HEREBY ACKNOWLEDGE AND AGREED THAT (i) NEITHER THE DEVELOPER, THE ARCHITECTURAL COMMITTEE, THE HOMEOWNER'S ASSOCIATION, ITS BOARD OF DIRECTORS, ANY OWNER, ANY FORMER OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE COMMON PROPERTIES (INCLUDING ANY LAKE INCLUDED IN THE COMMON PROPERTIES) AND (ii) THE USE OF ANY OF THE COMMON PROPERTIES (INCLUDING ANY LAKE IN THE COMMON PROPERTIES) BY ANY OWNER OR OCCUPANT OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS OR ASSIGNS, SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE COMMON PROPERTIES.

6. COMMON AREAS

The common areas shown on the Final Plat are dedicated to the common use of and the enjoyment of the Lot Owners of the Subdivision, and the care, upkeep and maintenance of these areas are not the responsibility of

the City of Central, but shall be the responsibility of the Homeowner's Association. These areas are not dedicated for use by the general public.

7. HOMEOWNER'S ASSOCIATION

- 7.1 The Burlington Lakes Homeowner's Association shall be formed by Appearer on or before the date when 95% of all lots, either developed or proposed in Burlington Lakes Subdivision, are sold to owners. After formation of the Association, the Developer will convey to the Association title to all common areas shown on the subdivision plat. Such conveyance will be made subject to these restrictions.
- 7.2 Appearer reserves the right to appoint, at its sole discretion, a President, Vice-President, Secretary-Treasurer and any other desired persons to serve as the first Board of Directors of the Burlington Lakes Homeowner's Association. This initial Board will serve for one (1) year.
- 7.3 The Board of Directors of the Association may levy charges or assessments for improvement and maintenance of the common areas in the subdivision. Such charges shall be used to pay ad valorem property taxes, maintain liability insurance coverage, pay any utility, operational or maintenance costs and for other proper purposes for preservation and maintenance of the common areas.
- 7.4 Each owner of a lot (other than Appearer) by acceptance of title thereto, whether or not so expressed in the act of conveyance, is deemed to agree to pay to the Association the annual or monthly maintenance charges as well as any special assessments as hereinafter provided. Any annual or monthly maintenance charges or special assessments not paid timely shall empower the Board of Directors to file a lien against the property on which such charges or assessments are due, which lien shall secure payment of the unpaid charges and assessments, with legal interest, costs, and attorney fees. The lien shall be effective only at the time a lien affidavit is filed in the public records of East Baton Rouge Parish, Louisiana, describing the amount of charges or assessments unpaid, the lot on which same are unpaid, and the owner of such lot whose obligation it is to pay the same. Each such charge or assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligations of the owner's of the lot at the time the charge or assessment came due.
- 7.5 The amount of the regular annual or monthly maintenance charges shall be fixed by the Board of Directors annually and shall be uniform throughout the subdivision. Appearer shall not be responsible for any charges or assessments.

- 7.6 After the amount of the annual or monthly maintenance charges have been fixed by the Board for the first year of operations, it may thereafter be increased or decreased annually by the Board to reflect current costs; provided that any increase of more than twenty (20%) percent of the charge for the previous year must be approved by a majority vote of the member present at a meeting duly called for the purpose of considering an increase.
- 7.7 In all cases, special assessments may be imposed only upon the approval of a majority of the members present at a meeting duly called for the purpose of considering a special assessment.
- 7.8 Lot owners shall be entitled to one vote for each lot owned. If a lot is owned by more than one person, the owner's thereof shall decide among themselves how their vote shall be cast. If they are unable to decide who will cast the vote on behalf of all of the owners, they shall forfeit their right to vote.
- 7.9 The Association shall adopt By-laws to provide for the administration of its rights, duties and obligations hereunder. Any conflict between these Restrictions and the By-Laws shall be resolved in favor of application of these Restrictions.
- 7.10 The lien for maintenance charges and special assessments shall be subordinate to all prior recorded encumbrances. No sale or transfer of any lot shall affect any lien already recorded. However, each holder of a first mortgage on a lot and home who acquires such lot and home through foreclosure or by "Dation en Paiement" shall be subject to any charges resulting from a reallocation of such unpaid maintenance charges and assessments to all lots including the one mortgaged.
- 7.11 The common areas in the subdivision and any land and improvements rededicated to and accepted by a local public authority shall not be subject to assessment.
- 7.12 Each member of the Board of Directors shall be indemnified by the Association against all liabilities and expenses, including counsel fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Board of Directors at the time such expenses are incurred, unless the member of the Board of Directors is adjudged guilty or willful malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Board of Directors may be entitled but shall be in addition to such other rights. The indemnification provided herein is limited to the assets of the

Association, and no person or entity, solely by reason of membership in the Association, shall have any liability pursuant to this Section 7.12.

8. MISCELLANEOUS PROVISION

These stipulations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date, at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by written consent of the majority of the then owners of the lots in the Subdivision, duly recorded in the conveyance records of this Parish, it is agreed to change said stipulation and restrictions in whole or in part in which event the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to abolish shall cease to have further force or effect at the end of the then current term, and all remaining restrictions, amended or otherwise, shall remain in full force and effect for the succeeding term.

If the parties hereto, or the Lot Owners, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot, or the Committee, or the Homeowner's Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and to seek injunctions to prevent him or them from so doing or to recover damages or other amounts for such violation. Any purchaser of any lot in the Subdivision shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek injunction relief or damages or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such action shall be entitled to recover reasonable attorney fees and legal costs from the losing party.

Invalidation of any one of these stipulations or restrictions, or a part thereof, by judgment or court order, or as herein provided, shall in no way affect any other provision herein contained, which other provisions shall remain in full force and effect.

Prior to the formation of the Burlington Lakes Homeowner's Association, these restrictions may be amended at any time and for any purpose solely by the developer, without any requirements of a vote or consent in any form from the Association, an amendment to these restrictions shall only be effective by the written act executed by the then owners of seventy (70%) percent of all lots. Notwithstanding anything hereinabove to the contrary; however, so long as amendments to these restrictions without the written consent of the developer on the amendment document. An amendment shall be in writing and shall be effective upon recordation in the official records of East Baton Rouge Parish, Louisiana.

**THUS DONE AND SIGNED** as Baton Rouge, Louisiana on the date first above written in the presence of the undersigned competent witnesses and Notary.

WITNESSES:

ACADIANA DEVELOPMENT OF  
CENTRAL, LLC

Wesley Denton

By: Jeff Couvillion

Date: 12/13/10

JEFF COUVILLION  
MANAGING MEMBER

Kelli Camb

Date: 12/13/10

Date: 12/13/10

Sharon H. Denny  
NOTARY PUBLIC  
#64588