

**SECOND AMENDMENT TO THE DECLARATION OF  
SERVITUDES, CONDITIONS, AND RESTRICTIONS  
for  
LAKEPARK GARDEN HOMES**

**STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE**

**Original Restrictions: Original 82 Bundle 9772  
First Amendment: Original 737 Bundle 9876**

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, personally came and appeared the undersigned witnesses to the signatures of over two-thirds (2/3) of the current property Owners of LAKE PARK GARDEN HOMES, Lots 1 through 211, who hereby amend and supplement the Declaration of Servitudes, Conditions, and Restrictions for “LAKEPARK GARDEN HOMES”, in the following respects, all other original restrictions, covenants, and conditions remaining in effect not otherwise modified herein as recorded in Original 82, Bundle 9772 in the conveyance records of the Clerk of Court of East Baton Rouge Parish, as if copied in extension where not amended. In any case of conflict, these amendments shall control.

These restrictions are being amended in accordance with Article XIV entitled “Term, Scope, Duration and Amendment”, paragraph 2 which states that notwithstanding paragraph 1 stating that the restrictions shall have an initial term of twenty-five (25) years with automatic extensions of ten (10) year periods within six (6) months of the lapse of which, two-thirds (2/3) of the then Owners may “terminate” these obligations in whole or in part. However Paragraph 2 further provides that at any time following the period the Developer exercised control over the election of a majority of the Board of Directors, that an affirmative vote of not less than two-thirds (2/3) of the Owners may thereafter amend, modify, supplement, or delete parts of the

Declaration. Article VII entitled “The Homeowners Association” Paragraph (b) states that the right of the Developer to elect the Board of Directors terminated three (3) years from the recordation of the original restrictions on July 16, 1985.

## **I. DEFINITIONS**

1. The term “Subdivision” as used herein shall mean and refer to that portion of the property as subdivided in accordance with the official plat filed for record in the Office of the Clerk and Recorder, parish of East Baton Rouge, State of Louisiana.
2. The term “Developer” as used herein shall mean and refer to Lakepark Partnership, their successors and assigns.
3. The term “Homeowners Association” as used herein shall mean and refer to the Lakepark Homeowners Association, Inc., a non-profit corporation, its successors and assigns, which shall be vested with ownership and management rights over the common area.
4. The term “Board of Directors” as used herein shall mean and refer to the duly elected Board of Directors of the Homeowners Association.
5. The term “Lot” as used herein shall mean and refer to an individually numbered or designated parcel of property as shown on the final plat of the Subdivision approved by the Parish of East Baton Rouge and filed of record with the Clerk of Court for East Baton Rouge Parish and shall include any improvements thereon.
6. The term “Common Area” as used herein shall mean and refer to all that portion of the property as shown on said official final plat together with all improvements thereon, other than the numbers Lots and improvements situated thereon, those portions of the property dedicated to the public, and any multipurpose servitudes.

7. The term “Owner” as used hereinafter shall mean and refer to the record Owner, whether one or more persons or entities, of a Lot which is part of the Subdivision. Those having an interest in a Lot merely as security for the performance of an obligation or under a lease or rental agreement shall not be considered Owners unless in the case of a foreclosure and transfer of title to such entity.

8. The term “Architectural Control Committee” shall refer to the Lakepark Homeowners Association, Inc., Board of Directors or a committee appointed by them.

**II. NATURE AND PURPOSE OF THESE SERVITUDES,  
CONDITIONS AND RESTRICTIONS**

The servitudes, conditions and restrictions set forth in this declaration constitute general plan for a single family residential development with protections and maintenance of the Subdivision to enhance the value, desirability and attractiveness of the Lots and the Common Areas for the benefit of all Owners of Lots therein. Acknowledgement is herein made that the appearance and maintenance of the private alley ways affect the overall Subdivision appearance to the benefit of all Owners and the cost of maintenance thereof is herein made a common expense of all Owners. These servitudes, restrictions and conditions are imposed upon all Lots, (whether improved or not) and their Owners, Tenants or Lessees, and the Common Areas to the extent applicable and shall bind the Owners of all such Lots, the Homeowners Association, their successors and assigns. All such servitudes, conditions and restrictions are intended as and are hereby declared to be reciprocal predial (run with the land independent of given Owner) servitudes established as charges on each Lot and the Common Areas in the Subdivision, in addition to personal obligations of the Owners, Tenants or Lessees, of each Lot in favor other Lots, as well as the Homeowner’s Association, as the case may be.

### **III. PROPERTY RIGHTS**

1. Each Owner of a Lot shall be vested with the full and entire right of Ownership of such Lot.
2. Every lease of a Lot shall be in writing and shall be subject in all respects to the provisions of this declaration.
3. Each Owner shall have servitude of use and enjoyment in and to the Common Areas which shall be appurtenant to and pass with the title to every Lot and shall be subject to the provisions of this declaration and rules and regulations established by the Homeowners Association concerning the use and enjoyment of the Common Areas.
4. Any Owner may delegate, in accordance with the By-Laws, his servitude of use and enjoyment to the Common Areas to his tenants or other persons who reside on his Lot under a written lease, who shall be subject to the same rules and regulations regarding such use and enjoyment.

### **IV. TITLE TO COMMON AREAS**

Title to the Common Areas is vested in the Homeowners Association.

### **V. SERVITUDES**

The servitudes on the official plat which are or may be designated as "access and all-purpose servitude" are hereby dedicated to homeowners, occupants and utility companies in the Subdivision for the purpose of drainage, access, all utility services, and other proper purposes as shown on the plat. No building, structure, or fence shall be constructed nor shrubbery planted within the limits of any multipurpose servitude to prevent or unreasonably interfere with any purpose for which the servitude is granted. The construction of a concrete common alley on the

"access and all-purpose servitude" located on Lots 1 through 38 and Lots 76 through 211 of the Subdivision, as hereinafter set forth, is specifically permitted.

The servitudes so designated "private servitude of access" are not dedicated hereby for use by the general public, but are dedicated for the common use and enjoyment of the all Owners and their tenants and guests, the cost of maintenance of which shall be prorated among all Lot Owners.

## **VI. RESTRICTIONS UPON RESIDENTIAL LOTS AND COMMON AREAS**

a. All of the Lots contained in this Subdivision are hereby designated as single family residential, and they shall be used for none other than single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not to exceed two stories in height with usual and appropriate outbuildings and a private parking area. The Owner of any two adjoining Lots having frontage on the same street may erect a single residence on said two Lots, which shall be considered for the purpose of these restrictions as one building Lot. No Lot or Lots shall be sold except with the description shown on the official plat of the Subdivision, provided however, that any Lot or Lots may be re-subdivided or replotted only with the written consent of the Lakepark Homeowners Association. No school, group home, church, assembly hall, fraternal group home, or rental other than to a single family shall be built or permitted on any Lots of said Subdivision.

b. The minimum area of residential structures shall be as follows:

(1) A single-story residence shall contain no less than eight hundred (800) square feet of living area.

(2) A one and one-half story or two-story residence shall contain no less than eight hundred (800) square feet of living area on the ground floor and no less than

a total living area of twelve hundred (1,200) square feet.

In determining the living area, open porches, screen porches, porches with removable storm windows, breezeways, patios, landings, outside or unfinished storage or utility areas, garages, and carports shall not be included.

c. No buildings, including carports and detached covered structures, shall be located on any Lot nearer to the front line than twenty (20) feet, nor nearer to the side property line than ten (10) feet on one side and zero (0) feet other side as set forth by civil engineers or surveyors in accordance with the setback lines on the official map plat of the subdivision. The maximum building setback line shall not be greater than thirty-five (35) feet. Garages and other permanent accessory buildings may be located as near as ten (10) feet from the sideline one side and zero (0) feet from the other side and five (5) feet from the rear line, all as more particularly shown on the aforementioned plat of Lakepark Garden Homes. Eaves on such buildings shall not extend over the property line. All garages or carports must be enclosed if opening directly on the street. The Lakepark Homeowners Association, or an Architectural Control Committee appointed by the Association, shall review all plans for the purpose of maintaining uniformity and compliance with these restrictions before construction shall be started. The Lakepark Homeowners Association shall have the authority to vary the front and side building requirements in cases where, in the Association's opinion, topographical features warrant such a variance or where such variance would prevent the destruction of one or more desirable trees, except that in no instance may the front or side building line requirements be less restrictive than required by the present zoning ordinance for the Parish of East Baton Rouge in the applicable zoning category.

d. Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on the map of record, are dedicated to the perpetual use of the public for such purposes.

e. No residence or building of any kind, no improvement which extends above ground level, and no fence shall be erected, placed, altered, or permitted on any Lot unless and until the construction plans, specifications, elevations, and a plan showing the location of the structure shall have been approved in writing by the Lakepark Homeowners Association, or Architectural Control Committee appointed by it, as to harmony of exterior design and color with existing adjacent structures and location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved. Should construction of a house or any other structure not to be commenced within six (6) months after approval by the Lakepark Homeowners Association or its Architectural Control Committee, or should construction not be completed within eighteen (18) months after approval, then approval shall automatically be withdrawn. The Lakepark Homeowners Association may grant extensions of the approval from time to time for good cause. Should construction not commence or be completed for reasons beyond control of the Lot Owner or his contractor, such as acts of nature, strikes, national calamity or similar events, then the time deadlines provided herein shall be extended by the Lakepark Homeowners Association in proportion to the delay caused by the event. Any property Owner in the Subdivision or the Lakepark Homeowners Association may compel the removal of any house not completed as provided herein. As used in this covenant, the word approval shall, in addition to its usual meaning, also include the failure to approve or disapprove in writing by the Lakepark Homeowners Association or Architectural Control

Committee within thirty (30) days after plans and specifications shall have been submitted to the Council.

f. No building or structure shall be constructed of imitation brick, imitation stone, or asbestos on the exterior. The Lakepark Homeowners Association may impose other appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which it may deem undesirable or which in its discretion detract from the value of the dwelling itself or the harmony of surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures may not be utilized.

g. The Lakepark Architectural Control Committee shall be composed of the Board of Directors of the Lakepark Homeowners Association or a committee of not more than three (3) members appointed by them.

h. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications will have been submitted to it shall constitute an approval of such plans but shall not be a waiver of the violation of any specific restriction. The failure of the Committee to approve or disapprove within the thirty (30) day period shall not prevent a suit to enjoin or to reduce a violation of any specific restriction or other covenant herein, in particular those suits pertaining to building restrictions and setback lines.

i. No garage apartment shall be erected or permitted on Lots. However, garages with living quarters may be erected for occupancy by servants domestic to the family residence on such Lot; but otherwise a garage may not be used as living quarters and shall be maintained for the parking of vehicles therein.



j. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn or other building shall be used as a residence either temporarily or permanently nor otherwise maintained on any Lot without written permission of the Architectural Control Committee and must be in harmony in appearance with the primary dwelling.

k. Dwellings or other buildings on any Lot or other part of the Subdivision shall not be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending or any other non-residential purposes, except (a) the Owner or occupant of a Lot may maintain a residence home office for telephone and mail purposes only of an Owner operated business providing no employees, receiving and shipping of products, or salesmen shall be allowed to and/or from the residence.

l. No commercial business or noxious or offensive trade or activity shall be conducted on any Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or neighbors. This shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any Lots for the construction of houses on other Lots, but not to exceed construction time.

m. No signs of any kind shall be displayed to the public view on any Lot or in the streets of the Subdivision, except one sign of no more than five (5) square feet advertising this property for sale or rent or customary signs used by a builder or real estate broker to advertise the property during the construction and sales period.

n. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lots. No derrick or other structures

designated for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

o. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, or in such numbers or conditions as may be offensive to other property Owners in the Subdivision and shall otherwise comply with all City Parish Ordinances applicable to such pets.

p. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from a street and is kept free of obnoxious odor and insects. All structures shall be maintained in good condition and paint with landscaping not allowed to become overgrown or to exist in an unsightly manner in comparison with other dwellings in the area.

q. Lot Owners shall keep their respective Lots mowed and free of noxious weeds, mud holes, vehicle tire ruts, accumulation of trash, objects and equipment that detracts from the appearance of the subdivision in a manner out of harmony with nearby properties. If an Owner fails to discharge this obligation following notice by certified mail, the Homeowners Association may, in its discretion, cause the Lot to be mowed or repaired, and the Owner of the Lot shall be obligated to pay the cost of such mowing and further entitling the Homeowners Association to file a lien for said expense.

r. No boats, vehicles, campers or trailers of any kind or parts or appurtenances of any boats, vehicles, campers, or trailers shall be kept, stored, repaired or maintained on any portion of the yard of any lot, or on any street or on any Lot nearer to the street than the minimum building setback line, nor shall they be kept stored repaired or maintained on any Lot behind the minimum setback line in any manner which would distract from the appearance of the Subdivision, or in a manner that causes an obstruction of the drive or walk ways. Vehicles, boats and trailers are to be parked in the garages constructed for such purpose if approved by the Architectural Control Committee.

s. No building materials or building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residence or other building thereon. No vacant Lot shall be used for farming or gardening purposes, except that limited vegetables, flowers and shrubbery may be grown for non-commercial uses of the Owner only in a manner that does not detract from the harmony and landscaped appearance of other Owner's Lots.

t. The Common Areas shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon. Parking and the use of motorized vehicles other than for the disabled are prohibited on the common areas. Any lot owner who causes damage to the common area, whether by the owner or the owners tenant, or guest shall be responsible for the cost of repair thereto including mud holes, ruts, or other damage.

u. Lots 1 through 38 and Lots 76 through 211 of the Subdivision have a common alley, constructed of concrete, which inures for the benefit, appearance and passage of all residents and shall be maintained as a common expense of all Owners of Lots in Lakepark Subdivision as assessed by the Lakepark Homeowners Association.

v. Motorized vehicles and motorized boats are specifically prohibited from use on any common areas or in the lake area. All common areas including lake area are for the sole use of residents and their accompanied guests subject to the rules and regulations established by the Lakepark Homeowners Association.

## **VII. THE HOMEOWNERS ASSOCIATION**

### **1. Membership.**

Every person or entity who is a record Owner of a Lot which is subject to this declaration shall be a member of the Association. Membership shall be established by the recordation in the public records of an instrument conveying ownership of a Lot and improvements thereon. The acquirer of any Lot shall be required to furnish the Homeowners Association a certified or true copy thereof within fifteen (15) days of said acquisition. The foregoing is not intended to include persons or entities who hold an interest merely as lessee or as security for the performance of an obligation, but shall apply to any entity acquiring ownership and title through any foreclosure or other legal process.

### **2. Voting Rights in the Homeowners Association.**

(a) Membership in the Homeowners Association shall consist of the Owners of a Lot in Lakepark Subdivision. Each such member shall be entitled to one vote for each Lot owned. When more than one person or entity owns a Lot, all such persons or entities shall be members; however, the one vote for such Lot shall be exercised as they among themselves determine and designate in writing to the Homeowners Association secretary. When a corporate or partnership entity owns a Lot, such Owner shall designate a natural person, in writing, to the Homeowners Association secretary to be the member and only such designated person shall be entitled to vote for such Lot. In no event shall more than one vote be cast with respect to anyone Lot.

- (b) Any rights to which the original developer retained terminated in 1988.
1. Powers and Duties of the Homeowners Association
    - (a) The specific and primary purposes and powers of the Homeowners Association are to own, manage and maintain the Common Areas; provide recreational activities for the members; maintain the appearance of the Subdivision; foster and support community activities of the members; and enforce the provisions set forth in this Declaration of Servitudes, Conditions and Restrictions, the Homeowners Association Articles of Incorporation and By-laws and such other acts as performed by non-profit Homeowners Associations.
    - (b) The Homeowners Association shall adopt reasonable rules relating to the use of the Common Areas and any improvements thereon including a limit on the number of guests of members, the suspension, use and enjoyment there from and of voting rights for failure to pay the maintenance charge or assessment when due or infractions of published rules and regulations. A copy of such rules and all amendments thereto shall be mailed to each Owner of a Lot and a copy shall be posted in one or more places in the Common Areas where the same may be conveniently inspected when possible.
    - (c) All servitudes imposed under this declaration shall be for the benefit of the Owners of Lots and the Homeowners Association.
    - (d) The Common Areas and facilities shall not be alienated, released, conveyed, mortgaged or otherwise encumbered without the approval of

two-thirds (2/3) of Owners of all the Lots at a meeting, the notice for which makes express mention of the intention to so alienate or encumber; provided, however, that under no circumstances shall the Common Areas be alienated, released, conveyed, mortgaged, or otherwise encumbered without the consent of all mortgagees holding first mortgage liens on Lots in said Subdivision. Further, this paragraph of this declaration may not be amended without the approval of all mortgagees holding first mortgage liens on Lots in the said Subdivision.

(e) A quorum for purposes of a meeting of the general membership whether an annual or special meeting shall be those in attendance at such meeting in person or by proxy after not less than fifteen (15) nor more than forty-five (45) days written notice sent to all Owners prior to said meeting in which the agenda for said meeting is set forth.

(f) A quorum for a Board of Directors' meeting is a majority of the Board in person or by proxy.

### **VIII. OBLIGATION FOR MAINTENANCE CHARGES AND SPECIAL ASSESSMENTS**

1. Each Owner of a Lot by acceptance of a title thereto, except as provided by subparagraph 10 hereafter, whether or not so expressed In the act of conveyance, is deemed to agree to pay to the Homeowners Association:

- (a) monthly maintenance charges, and
- (b) special assessments for capital Improvements.

Any monthly maintenance charges or special assessments not paid timely shall constitute a lien for the unpaid monthly maintenance charge or special assessment together with interest,

recordation expense, costs, and reasonable attorney's fees in favor of the Homeowners Association on the Lot or Lots, together with the improvement, thereon, against which each such charge or assessment is made. The lien shall be effective only as of the time that the Homeowners Association files an affidavit in the appropriate public records of this Parish describing the amount of maintenance charges and assessments unpaid, the Lot on which the same are unpaid and designating the Owner of such Lot whose obligation it is to pay the same. Each such charge or assessment, together with interest, costs, recordation expense and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot and improvements thereon at the time the charge or assessment fell due.

2. The monthly maintenance charges shall be used to defray the following:
  - (a) Ad valorem taxes on Common Areas, liability, hazard and extended coverage insurance, fiduciary insurance, operational or management costs, any assessments or special charges by governmental bodies, and any other costs necessary to maintain the character and appearance of the Subdivision and enforce these restrictions.
  - (b) The maximum monthly maintenance charge shall be set by the Homeowners Association in a budget presented to the members at an annual meeting for which not less than thirty (30) days notice has been sent to all members at the address furnished to the Homeowners Association or in absence thereof, to the address of the Lot owned in Lakepark Subdivision. The annual budget shall be passed by a majority vote of the membership present, in person or by proxy, at such annual or special meeting. The maximum annual assessment may be increased by the Board of Directors not more than ten (10%) percent following such annual meeting and only then by the vote or written consent of fifty-one (51%) percent of the members at a special meeting called for such

purpose following not less than fifteen (15) days nor more than forty (40) days notice and the same required vote. Otherwise, the Board of Directors shall not have the authority to change the monthly maintenance charge in an amount more than the maximum authorized above ten (10%) percent for other than unforeseen increases in maintenance and other essential costs such as insurance.

3. In addition to the monthly maintenance charge authorized above, the Homeowners Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair of private access alleys and streets or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. A monthly regular assessment may, however, include a monthly amount to escrow and defray future recurring anticipated repair and maintenance.

4. Any action authorized under Paragraph 3 of this section shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than fifteen (15) days nor more than forty (40) days in advance of the meeting. Approval shall require the vote of a majority of those members who were present in person or by proxy in writing providing that the special assessment shall require a minimum of the affirmative vote of not less than one-third (1/3) of all members and the Board of Directors shall have not more than thirty (30) days to obtain additional votes or proxies for such action from the date of said meeting if less than one-third (1/3) of all members are not present in person or by proxy at said meeting.

5. The Board of Directors shall notify the Owners of any changes in the monthly maintenance charge at least thirty (30) days in advance of the effective date of the new charge. The due dates shall be established by the Board of Directors. The Homeowners Association shall, upon demand and for a reasonable charge, furnish a certificate signed by one of the officers



of the Homeowners Association setting forth whether the maintenance charges and assessments on a specified Lot have been paid for real estate closings or other legal purposes.

6. In addition to a late fee of Thirty (\$30.00) Dollars if assessment are not paid within thirty (30) days after the due date, a maintenance charge or assessment not paid within thirty (30) days after the due date shall also bear interest from the due date at the rate fixed by the Board of Directors with the maintenance charge or assessment, which in absence of Board action, shall be eight (8%) percent per annum. The Homeowners Association may bring an action at law against the Owner to pay the same, file a lien against the property and/or foreclose. No Owner may waive or otherwise escape liability for the maintenance charge or assessment provided for herein by non-use of the Common Areas, abandonment or sale of his Lot. Failure to pay maintenance charges or assessments shall not constitute a default under a prior recorded mortgage.

7. The lien of the maintenance charge and assessment provided for herein shall be subordinate to prior recorded encumbrances. Sale or transfer of any Lot shall not affect the maintenance charge or assessment lien. However, each holder of a first mortgage on a Lot who acquires a Lot through foreclosure of the mortgage or deed in lieu of foreclosure or any purchaser at the foreclosure of a first mortgage sale shall acquire the Lot free and clear of any past due lien for maintenance charges or assessments or both. Any past due assessments lost as a result from a foreclosure or bankruptcy, shall result in a reallocation of such past due maintenance charges or assessments to all Lots including the mortgaged one. No conveyance shall relieve such Lot from liability for any maintenance charge or assessment thereafter becoming due or from a lien thereof whether filed prior to or subsequent to said sale or transfer of title.

8. The following property subject to this declaration shall be exempt from the lien provided for herein:

(a) All land for servitudes and right of way dedicated to and accepted by the local governing authority;

(b) The Common Areas conveyed by Developer to the Homeowners Association; and,

(c) Un-subdivided land owned by Developer, its successors and assigns.

9. Anything herein to the contrary notwithstanding, any person, corporation, partnership, banking institution, or other entity who acquired title to any Lot in the Subdivision through purchase at a foreclosure sale or dation en paiement shall not be liable or responsible for any monthly maintenance charge, special assessments, dues or other charges levied by the Homeowners Association which were due at the time title was acquired.

#### **IX. INSURANCE REQUIREMENT ON THE COMMON AREAS**

1. The Homeowners Association may maintain in effect a policy of property liability and hazard insurance in an amount equal to the full replacement value (i.e., 100% of current "replacement costs" exclusive of land, foundation, excavation and other items normally excluded from coverage) of improvements to the Common Areas owned by the Association (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent. Such Insurance will afford protection against at least the following;

(a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and,

(b) Such other risks as shall customarily be covered with respect to projects similar in construction, location and Common Property use.

2. The Homeowners Association may maintain in effect a comprehensive policy of public liability insurance covering all of the Common Areas insuring the Association with limits of at least ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) per person, THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) per occurrence for personal injury and FIFTY THOUSAND AND NO/100 (\$50,000.00) for property damage, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

3. The Homeowners Association may maintain in effect fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of such Association and all others who handle, or are responsible for handling' funds of the Association.

4. All insurance cost shall be together with maintenance cost as part of the regular annual budget.

## **X. DESTRUCTION OF COMMON AREAS**

In the event improvements on the Common Areas or Improvements to be constructed on the Common Areas subject to this declaration are totally or substantially damaged or destroyed, their repair, reconstruction, or disposition shall be determined by resolution adopted by the

Board of Directors of the Homeowners Association. Insurance proceeds shall be payable to the Homeowners Association in the event of such destruction or damage and the use of such funds shall be determined by resolution of the Board of Directors of the Homeowners Association.

#### **XI. NON-LIABILITY OF DEVELOPER**

Developer shall not be liable in any manner for any claims which may be asserted against an Owner or against the Homeowners Association.

#### **XII. BREACH OF OBLIGATIONS UNDER THE DECLARATION OR THE ARTICLES OR BY-LAWS OF THE ASSOCIATION**

1. The failure of any Owner or successor or assign thereof to comply with the provisions of this declaration and the Articles of Incorporation and By-Laws of the Homeowners Association shall give rise to a cause of action in the Homeowners Association or any Owner or anyone or more of them, or their successors for the recovery of damages, or for injunctive relief or both, and entitle the Homeowners Association or successful party to reimbursement of reasonable attorney fees and court cost incurred in enforcing any of these restrictions from the Owner or individual adjudged in violation of these restrictions.

2. The result of every action or omission whereby any of the obligations contained in this declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law to abate a nuisance either public or private shall be applicable against every such action, omission or condition and may be exercised by any Owner, by the Homeowners Association or by their successors in interest.

3. The remedies herein provided for breach of the obligations contained in this declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

4. The failure of the Homeowners Association to enforce any of the obligations contained in this declaration shall not constitute a waiver of the right to enforce the same thereafter.

5. A breach of any of the obligations contained in this declaration shall not affect or impair the lien or charge of any bona fide mortgage on any Lot or the improvements thereon.

### **XIII. TERM, SCOPE, DURATION AND AMENDMENT**

1. This initial period of this Second Amendment to the Declaration of Servitudes, Conditions, and Restrictions and the obligations herein contained shall be for three years from the date of recordation of this amendment, after which these amendments shall be automatically thereafter extended for successive periods of ten (10) years unless prior to the end of any successive ten (10) year renewal period, a written agreement executed by the then record Owners of more than seventy-five (75%) percent of the Lots shall be placed on record in the office of the Clerk and Recorder for the Parish by the terms of which agreement the effectiveness of this declaration is **terminated** or the obligations herein contained are **extinguished** in whole or in substantial part as to all or any part of the single-family general plan subdivision subject thereto.

2. Notwithstanding the preceding paragraph, within six months of the end of the initial period or any automatic successive period of renewal, restrictions and covenants in this declaration may be amended, additional restrictions established and added, existing restrictions modified, enhanced, made more or less onerous, supplemented, or portions deleted consistent with maintaining the general plan of a single-family residential development, by the affirmative vote in writing of not less than two-thirds (2/3) of the ten current owners. Said vote shall be attested to by the Secretary of the Homeowners Association by authentic act attached to the

amendment document. The original signatures representing the vote of two-thirds of the then two-thirds owners amending and/or supplementing these restrictions shall be maintained at the corporate office of the homeowners association or recorded with the amendment at the option of the homeowners association.

3. Any change to this declaration shall be effective upon recordation thereof in the office of the Clerk of Court for the Parish in which the Subdivision is located. No change to this declaration shall be effective if such change violates any of the laws or ordinances of the local government or the State of Louisiana. In case of any conflict, these restrictions shall control.

#### **XIV. NOTICES**

In each instance in which notice is to be given to the Owner of a Lot, the same shall be in writing and may be delivered personally or by verified receipted email, personal delivery mail or email of such notice to one of two or more co-Owners of a Lot or to any general partner of a partnership owning such a Lot shall be deemed delivery to all of the co-Owners or to the partnership, as the case may be. Personal delivery of the notice to any officer or agent for the service of process of a corporation owning such Lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Owner of such Lot at the most recent address furnished by such Owner in writing for the purpose of giving notice, or if no such address or email shall have been furnished, then to the street address of such Lot. Any notice so deposited in the mail shall deem delivered ninety-six (96) hours after such deposit. Any notice to be given to the Homeowners Association may be delivered in such other manner as may be authorized by the Homeowners Association. Any notice to be given to the Homeowners Association shall be delivered by the United States Mail, certified or registered, postage prepaid, return receipt

requested, and any notice so deposited in the mail shall be deemed delivered ninety-six (96) hours after such deposit.

#### **XV. SEVERABILITY**

Should any portion of this declaration be declared void or unenforceable in law, this shall not affect the remaining portions of this declaration which can be enforced without regard to the portion declared void or unenforceable and all such remaining portions shall remain in full force and effect.

#### **XVI. CONFLICTS**

In case of any conflict between this declaration and the Articles of Incorporation or the By-laws of the Homeowners Association, this declaration shall control.

#### **XVII. CAPTIONS**

The titles or headings of the Articles and Paragraphs of this declaration are not a part hereof and shall have no effect upon the construction or interpretation of any part thereof.

A Certain tract of land located in Section 74, T7S, R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana, and being more particularly described as follows:

Commencing at the intersection of the centerline of O'Neal Lane and the northern right of way line of Strain Road;

THENCE PROCEED along the right of way line of Strain Road a distance of 2346.4 ± feet;

THENCE PROCEED North 00°40'33" West a distance of 10.02 feet to the 'POINT OF BEGINNING.

THENCE PROCEED North 00°40'33" West a distance of 1480.81 feet to a point and corner;

THENCE PROCEED South 80°52'00" East a distance of 1206.91 feet to a point and corner;

THENCE PROCEED South 26°42'12" East a distance of 1107.88 feet to a point and corner;

THENCE PROCEED South 43°17'48" West a distance of 176.27 feet to a point and corner;

THENCE PROCEED along the arc of a curve having a radius of 125.00 feet and central angle of 29°59'34", a distance of 65.43 feet to a point and corner;

THENCE PROCEED North 86°42'38" West a distance of 45.22 feet to a point and corner;

THENCE PROCEED South 03°17'22" West a distance of 50.00 feet to a point and corner;

THENCE PROCEED South 86°42'38" East a distance of 45.22 feet to a point and corner;

THENCE PROCEED along the arc of a curve to the left having a radius of 175 feet and a central angle of 26°59'34", a distance of 91.61 feet to a point and corner;

THENCE PROCEED North 63°17'48" East a distance of 40.00 feet to a point and corner;

THENCE PROCEED South 26°42'12" East a distance of 100 feet to a point and corner;

THENCE PROCEED South 63°17'48" West a distance of 393.72 feet to a point and corner;

THENCE PROCEED North 86°42'38" West a distance of 1268.02 feet to the POINT OF BEGINNING.

Said tract having an area of 46.92 Acres and being more particularly described on a map showing re-subdivision of a 65.25 Acre Tract into Tract A and 16-A by Lester A. McLin, Jr., P.L.S., dated 28 March, 1984.