### DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

#### **FOR**

#### THE PARK

**BE IT KNOWN**, that on the dates hereinafter stated, before the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

**KJG DEVELOPMENT, LLC**, a Louisiana limited liability company domiciled in Lafayette Parish, Louisiana, with a permanent mailing address of 404 Jeanne Street, Lafayette, Louisiana 70506, being represented herein by its duly authorized members, Kevin Gossen and Mark G. Laborde, pursuant to the authority granted in that certain Certificate of Authority attached hereto and made a part hereof,

who declared that Appearer is the owner of the following described property, to-wit:

That certain tract of land, together with all buildings and improvements and the component parts thereof, situated in Section 47, T10S, R4E, Lafayette Parish, Louisiana, containing 5.892 acres, more or less, being that portion of property not previously conveyed by either Rock H. Lasserre, or assigns, or Helen Carter Lasserre, or assigns, from that certain tract of land containing 10.734 acres, more or less, and being bounded now or formerly, as follows: northerly by a 30' road (Fletcher Lane), and the property of J. L. Fletcher, or assigns, southerly by South College Road, easterly by Bacque Crescent Drive, and westerly by the centerline of Coulee Mine.

Appearer does by these presents declare that the above described property has been surveyed and divided into lots as more fully shown by that final plat of survey prepared by Montagnet & Domingue, Inc., dated February 25, 2004, last revised January 3, 2006, (the "Subdivision Plat"), a copy of which is recorded under Entry No. 2006-1749, records of Lafayette Parish, Louisiana. Appearer further declares that the hereinabove tract of land as shown on the aforesaid plat of survey shall be known and designated as "The Park", a subdivision of the Parish of Lafayette, Louisiana, hereinafter referred to as the "Subdivision".

Appearer further declares that in order to assure all future Owners and all prospective purchasers that said property will be properly and uniformly developed and to make said property more desirable and attractive, they bind themselves, their successors and assigns, not to sell any of the property situated in the Subdivision, unless under the following restrictions which are covenants to run with the land, and they do hereafter impose said restrictions, and such amendments as may be made as provided for herein, which shall affect the said property and all future purchasers whether set forth in any act of sale or not for the terms and under the conditions set forth herein, to-wit:

# ARTICLE I DEFINITIONS

- 1.01 <u>Definitions</u>. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words, shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:
- (a) "Appearer" shall mean and refer to KJG Development, LLC, who appears in this act as the signatory hereto.
- (b) "Architectural Control Committee" shall mean and refer to the committee which shall be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided herein.
- (c) "Assessment" shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.
- (d) "Association" shall mean and refer to The Park Owners Association, Inc., a Louisiana non-profit corporation either already existing or to be formed.
- (e) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.
- (f) "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of the Association which govern the administration and operation of the Association as the same may be amended from time to time.
- (g) "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association or over which the Association holds a servitude for the common or restricted use and enjoyment of the Owners.
- (h) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association.
- (i) "Declaration" shall mean and refer to this document, the Declaration of Covenants, Conditions, and Subdivision Restrictions for The Park, and all amendments thereto filed for record in the records of the Clerk of Court for Lafayette Parish, Louisiana.
- (j) "Dwelling" with an initial capital letter, shall mean and refer to any home or residence constructed on a Lot within the Development.
- (k) "Living Area" shall mean and refer to enclosed and covered areas within a home, exclusive of open porches, screened porches, porches with removable windows, breezeways, patios, landings, outside or unfinished storage or utility areas, garages, and any other area having walls, floors or ceilings not completed as interior living space, carports, terraces, balconies, decks, courtyards, greenhouses, atriums, and attics.
- (l) "Lot" shall mean and refer to any portion of the Property upon which it is intended that a dwelling or home shall be constructed, as such Lots are shown on the Subdivision Plat. However, in the event that two (2) Lots as shown on the Subdivision Plat or one (1) Lot and a portion of another Lot as shown on the Subdivision Plat shall be owned by a common owner or owners with the intent to build one (1) residence on said Lots, the said Lots or Lot and portion of a Lot shall be construed as a single Lot for purposes of this Declaration and the Owner of said Lots shall have all the rights and obligation of an Owner owning one (1) Lot.
- (m) "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a dwelling within the Development.
- (n) "Owner" with an initial capital letter, shall mean and refer to one or more persons, who or which owns title to any Lot.

- (o) "Person" shall mean and refer to any person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- (p) "Property" with an initial capital letter, shall mean the real property described on page 1 hereof.
- (q) "Subdivision Plat" shall mean and refer to that certain plat of The Park, dated February 25, 2004, last revised January 3, 2006, prepared by Montagnet & Domingue, Inc., which Subdivision Plat is filed under File No. 2006-1749, records of Lafayette Parish, Louisiana, together with any future revisions thereof.

# ARTICLE II PROPERTY RIGHTS

- **2.01** General. Each Lot shall be conveyed, transferred, and encumbered subject to the provisions of this Declaration. Each Owner shall be entitled to the exclusive ownership and possession of his Lot, subject to the provisions of this Declaration, including, without limitation, the provisions of this Article II. Lots shall not be subdivided and the boundaries of Lots shall remain as established by the Subdivision Plat. However nothing herein shall prohibit the addition to an existing Lot of a portion of another Lot or of one or more entire Lots. However, when a part of one Lot is added to an existing Lot, the remainder of such Lot shall be added to another contiguous Lot or, with the prior consent of the Association, to contiguous Common Area. In no event shall the addition of a fractional Lot to an existing Lot result in any Lot having dimensions reduced from the original dimensions shown on the Subdivision Plat without the consent of at least a majority of the Owners.
- **2.02** Owner's Servitude of Enjoyment. Subject to the provisions of this Declaration and the rules, regulation, fees, and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner, his family, tenants, and guests shall have a non-exclusive right, privilege, and servitude of use and enjoyment in and to the Common Areas, such servitude to be appurtenant to and to pass and run with title to each Lot.
- 2.03 Access. All Owners, by accepting title to Lots conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot and acknowledge and agree that such access, ingress, and egress shall be limited to roads located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots shall be provided at all times. In order to provide such access, the Association, subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors, does hereby grant unto the Owners of any Lot a non-exclusive servitude of passage over those streets and/or pedestrian paths designated on the Subdivision Plat of the Property and the streets. There is reserved unto the Association, and its successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development.
- 2.04 Servitudes for Utilities and Public Services. (a) Appearer further declares that it does by these presents establish rights of servitude and/or acknowledge the existence of such servitudes previously established, with such dimensions and in such places and locations as shown on the Subdivision Plat, which servitudes shall be for the use and benefit of the Owners of said lots where the same are established for the purpose of placing and maintaining any and all utilities for the service of said Subdivision. Utility easements established herein shall be independent of, and in addition to, any front, side and rear setback requirements provided for herein. Provided, however, that notwithstanding anything to the contrary contained herein, in addition to the utility servitudes established by this act, there may be utility easements, servitudes and rights-of-way granted to utility companies under separate agreements and recorded in the official records of the Clerk of Court of Lafayette Parish, Louisiana, which may affect the lots in the subdivision independently of this Act.
- (b) The Association hereby grants to Lafayette Parish, Louisiana, or such other governmental authority or agency as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and servitude upon, over and across all of the Common Areas for purposes of performing such duties and

activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

2.05 <u>Maintenance Servitude</u>. Subject to the terms of Section 4.02 hereof, there is hereby reserved for the benefit of the Association, and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Development, provided that such servitudes shall not impose any duty or obligation upon the Association to perform any such actions.

# ARTICLE III MEMBERSHIP

- Association. Membership. Each Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. In the event that ownership of a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot, and further provided that a member casting a vote or holding an office with respect to his Lot shall not be entitled to cast an additional vote or to hold an additional office for the Lot upon which his residential unit is located. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote.
- 3.02 <u>Multiple Owners</u>. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise it.

# ARTICLE IV MAINTENANCE

- **4.01** Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot shall be the responsibility of the Owner of such Lot or Dwelling. As provided in Section 4.03 hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge.
- 4.02 Responsibilities of Association. (a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include, but shall not be limited to, the maintenance, repair and replacement of (i) all roads, trails, landscaped areas, recreational areas, and other improvements situated within the Common Areas, (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by the public service district, public or private utility, or other person, and (iii) all lawns, trees shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of the assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for

inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

- (b) The Association shall pay all property taxes assessed against the Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon.
- Association's Remedy Upon Owner's Default. In the event that the Association determines that: (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (ii) the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused by the willful or negligent act of an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then in either event, the Association, except in the event of an emergency situation, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement, and diligently proceed to complete the same in good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall become a lien against such Lot.

### ARTICLE V INSURANCE AND CASUALTY LOSSES

- **5.01 Insurance.** (a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect public liability insurance in a minimum amount to be determined by the Board of Directors and such other insurances as the Board of Directors deems appropriate.
- (b) All insurance coverage obtained by the Board of Directors shall be written in the name of the Association for the benefit of each of the Owners and costs of all such coverage shall be a Common Expense.
- (c) It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and the improvements located thereon. The Board of Directors may require all Owners to carry public liability and property damage insurance with respect to their respective Lots and to furnish copies or certificates thereof to the Association.
- destruction by fire or other casualty to any improvement on a Lot, and in the further event that either the Owner of such Lot elects not to repair or rebuild the damaged or destroyed improvement, such Owner making such election shall promptly clean away the ruins and debris of any damaged improvements or vegetation and leave such Lot in a clean, orderly, safe, and sightly condition. Should such Owner elect to repair or rebuild such Lot improvements, such Owner shall repair or rebuild such Lot improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration, as it may be subsequently amended, and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

#### ARTICLE VI ADMINISTRATION

- 6.01 Common Areas. The Association shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair. Except to the extent otherwise required by the provisions of the Non-Profit Corporation Law of Louisiana this Declaration, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners.
- 6.02 <u>Duties and Powers</u>. The duties and powers of the Association shall be those set forth in the provisions of the Non-Profit Corporation Law of Louisiana, this Declaration, the By-Laws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Non-Profit Corporation Law of Louisiana, this Declaration, the By-Laws, or the Articles of Incorporation, the provisions of the Non-Profit Corporation Law of Louisiana, this Declaration, and the By-Laws, in that order, shall prevail, and each Owner of a Lot, by acceptance of title thereto, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.
- 6.03 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots and Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration.
- Association against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officer or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

#### ARTICLE VII ASSESSMENTS

- 7.01 <u>Purpose of Assessments</u>. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Development, and maintaining the Development and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.
- Paragraph 7.10 hereinafter provided, each Owner of a Lot by acceptance of title thereto whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments to be established and collected as provided in Section 7.03 hereof; (b) special assessments to be established and collected as provided in Section 7.04 hereof; (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration. Any such assessments, together with late charges, simple interest at the rate of twelve percent (12%) per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be a real obligation and lien upon the Lot, the Owner of which is

responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot, and his successor-in-title shall take title to such Lot subject to the real obligation and lien, but without prejudice to the rights of such successor-in-title to recover from his predecessor in title any amounts paid by such successor-in-title therefor. In the event of co-ownership of any Lot, all of such co-owners shall be solidarily liable for the entire amount of such assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by the Board, the annual assessments shall be paid in equal quarterly installments.

- year. The first year's assessment shall be determined by the Board of Directors. After the first years assessment, it will be the duty of the Board of Directors, at least 30 days prior to the Association's annual meeting, to prepare a budget covering the estimated common area expenses for the coming year and will recommend the amount of the annual dues for the upcoming year. It will require the affirmative vote of 66% of lot owners to approve an increase in the annual dues, and the affirmative vote of 66% to approve a decrease in the annual dues. Should a vote to increase or decrease not be made or the appropriate percentage vote not be obtained, then the dues shall remain the same as the previous year. Should a Lot be sold to a purchaser during the fiscal year of the Association, then the buyer and seller of the Lot agree to pro-rate the Association dues for the current year.
- 7.04 <u>Special Assessments</u>. In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that any such assessment shall be approved by a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 7.06 hereof. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be pro-rated among the Owners equally as provided with respect to annual assessments.
- 7.05 <u>Individual Assessments</u>. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against such Owners and their respective Lots. The individual assessments provided for in this Section shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be as specified by the Board.
- Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 7.03 and 7.04 hereof, shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty percent (50%) of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 7.07 <u>Liens</u>. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be a real obligation and lien on such Lot in favor of the Association.
- Owner or any portions thereof which are not paid when due shall be delinquent. Once any assessment or any portion thereof has become delinquent, the Association may file a notice of same in the records of the Clerk of Court for Lafayette Parish, Louisiana. Any assessment delinquent for a period of more than fifteen (15) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of twelve percent (12%) per annum. A real obligation and lien as herein provided for such assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full and the Board

may, through its authorized representative, file in the mortgage records of Lafayette Parish, Louisiana, a Notice of Lien or other document memorializing the lien provided for herein and which shall put third parties on notice thereof. The real obligation and lien of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of twelve percent (12%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. the real obligation and lien provided for in this Article shall be in favor of the Association, and by acceptance of title to a Lot, each Owner vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. No Owner may waive or otherwise escape liability for the assessment provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner shall remain personally liable for assessments, interest, attorney fees, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot.

- 7.09 <u>Certificate</u>. Any officer of the Association shall, within ten (10) days of written request and upon payment of such fees and assessments as are from time to time assessed by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by such officer setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.
- 7.10 Not withstanding the provisions of this Article, the Developer shall not be obligated to pay dues to the Association for lots owned by Developer for a period of two (2) years.

# ARTICLE VIII ARCHITECTURAL STANDARDS

- **8.01 Purpose.** In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Property, the Lots, and all improvements located therein or thereon, the Property shall be subject to the restrictions set forth in this Declaration. Every Owner by acceptance of title to his Lot agrees to be bound by the provisions of this Article.
- Architectural Control Committee. The Board of Directors shall establish the Architectural Control Committee which shall consist of three (3) members, all of whom shall be Owners and who may or may not be members of the Board of Directors. The initial members shall be Kevin Gossen, Mark G. Laborde, and Rock Lasserre. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed, with or without cause, by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Control Committee shall elect a chairman and he, or in his absence, the vice-chairman, shall be the presiding officer at its meetings. The Architectural Control Committee shall meet on an as needed basis and all meetings shall be held at such places as may be designated by the chairman. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee shall constitute the action of the Architectural Control Committee on any matter before it. Each member of the Architectural Control Committee shall serve without compensation unless compensation is approved by seventy five percent (75%) of the Owners at a duly called and noticed meeting.
- **8.03** Permitted Improvements; Submittals. (a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except such improvements as are approved by the Architectural Control Committee in accordance with Article 8.05; or (b) improvements which pursuant to rules promulgated by the Architectural Control Committee do not require the consent of the Architectural Control Committee.

- (b) The Architectural Control Committee is hereby authorized to promulgate from time to time written requirements governing the contents of submissions of plans and specifications and other information including, but not limited to, nature, color, type, shape, height, materials and location of the proposed improvements to evidence compliance with and obtain approval of proposed improvements ("Required Submittals"). The Architectural Control Committee may also promulgate rules providing for the types of improvements which may be made without Architectural Control Committee approval.
- **8.04** Construction and Improvements. (a) All building, structures, or other improvements (excepting sidewalks and driveways) on or with respect to any Lot shall be located only within the set back requirements specified herein, provided that the Architectural Control Committee shall be empowered to grant variances with respect to such set back requirements.
- (b) No construction of improvements on any Lots shall be undertaken or conducted before 7:00 o'clock a.m. or after 7:00 o'clock p.m. Monday through Sunday, except for (i) emergency situations involving the potential loss, injury, or damage to person or property; and (ii) as otherwise permitted by the Architectural Control Committee.
- (c) Dumpsters must be provided for trash and debris and port-a-lets for construction workers.
- (d) The exterior of any improvement permitted by this Declaration shall be completed within one (1) year after the construction of same shall have been commenced, unless approved by the Architectural Control Committee.
- **8.05** Architectural Approval. (a) To preserve the architectural and aesthetic appearance of the Development, the Architectural Control Committee shall review and approve all home building plans, landscaping plans, as well as the location of the placement of each homesite (building pad) on a Lot.
- (b) The Architectural Control Committee shall have the discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In the event that any plans and specifications have been disapproved, and the Owner proceeds with construction prior to obtaining the approval of the Architectural Control Committee, then in that event, the Architectural Control Committee shall have the right to enjoin further construction and to require removal or correction of any work until final approval of the plans has been obtained. The Architectural Control Committee shall also be entitled to all reasonable attorney's fees and costs related to pursuing such relief.
- (c) Following approval of any plans and specifications, representatives of the Architectural Control Committee shall have the right during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the approved plans and specifications are being complied with. In the event that the Architectural Control Committee shall determine that such approved plans and specifications are not being complied with, the Architectural Control Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. The Architectural Control Committee shall also be entitled to all reasonable attorney's fees and costs related to pursuing such relief.
- (d) In the event the Architectural Control Committee fails to (i) approve, (ii) approve as noted, or (iii) disapprove in writing any proposed plans and specifications within twenty (20) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Development as set forth in this Declaration.
- (e) Upon approval of plans and specifications, no further approval under this Article 8.05 shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed.

- (f) Refusal of approval of plans and specifications may be based by the Architectural Control Committee upon any ground which is consistent with the object and purposes of this Declaration. However, notwithstanding the foregoing, any ruling by the Architectural Control Committee can be overridden by the vote of seventy-five (75%) percent of the Owners.
- **8.06** <u>Landscaping Approval</u>. (a) To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Control Committee.
- (b) The provisions of Section 8.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling.
- (c) No Owner shall (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is first approved, in writing, by the Architectural Control Committee as provided in Article 8.05 hereof, or (ii) do any work which, in the reasonable opinion of the Architectural Control Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any servitude thereto, without in every such case obtaining the written approval of the Architectural Control Committee.
- 8.07 Approval Not a Guarantee. No approval of plans and specifications shall be construed as representing or implying that such plans and specifications will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Association, the Architectural Control Committee and/or any Owner shall be responsible or liable for (i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, (ii) any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, (iii) any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor (iv) any defects in construction undertaken pursuant to such plans and specifications.

# ARTICLE IX RESTRICTIVE COVENANTS

- 9.01 <u>Building Size</u>. No single story residence on any Lot may be built or occupied having less than Two Thousand Three Hundred (2,300) square feet of Living Area. The minimum living area for each multi story residence shall be Two Thousand Three Hundred (2,300) square feet, and the first floor of such multi story residence must have a minimum of One Thousand Six Hundred (1,600) square feet of Living Area.
- 9.02 <u>Residential Design</u>. All residential design plans and documents shall be submitted to and approved by the Architectural Control Committee prior to construction. Any additions or alterations must also be submitted and approved prior to construction of same.
- 9.03 <u>Design Criteria Structure</u>. Exterior design and finishing materials of each Dwelling shall be approved by the Architectural Control Committee prior to actual beginning of construction provided, however, that the property is subject to the following:
  - (a) No vinyl or metal siding is permitted. All other siding materials must be approved by the Architectural Control Committee.
  - (b) No metal or vinyl windows, soffits or facia are allowed. Windows must be made of wood or clad.
  - (c) Gutters to be located in the front of a Dwelling must be made of copper. Any other gutters to be installed on the Dwelling must be approved by the Architectural Control Committee.

- (d) Roofing material made of architectural shingles, copper, woodshake, slate or synthetic slate is allowed only by approval by Architectural Control Committee. Accent metal roofing may be allowed if approved by the Architectural Control Committee. All other specialty roofing material must be approved by the Architectural Control Committee. Ridge caps on roofs must be colored concrete or antique clay. All other ridge caps must be approved by the Architectural Control Committee.
- (e) There must be a minimum of one gas light at the front entrance of each residence.
- (f) All driveway and walk material must be approved by the Architectural Control Committee.
- 9.04 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on any Lot, the exterior of any improvements located within the Development, or elsewhere on any portion of the Property, without the express written permission of the Architectural Control Committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such written conditions, standards, and guidelines as may be from time to time promulgated by the Architectural Control Committee. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas. Notwithstanding the foregoing, a sign advertising property for sale is permitted subject to the limitation that said sign must not exceed dimensions of thirty-six (36) inches by thirty-six (36) inches. All realtor's, builder's, and contractor's signs are to be moved from a Lot after the Dwelling has been sold and/or completed.
- 9.05 Antennas. No television antenna, satellite dish, radio receiver, or other similar device shall be attached to any Dwelling or located upon any Lot unless contained entirely within the interior of a building or other structure [or no television or radio antenna, satellite dish, radio receiver, or other similar device shall be attached to a Dwelling or located on any Lot, except, a satellite dish or satellite type antenna which may be attached to a Dwelling or located on a Lot so long as they are behind the front set back line and out of view from the street and adjacent Lots]. Should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner may make written application to the Architectural Control Committee for permission to install a television antenna to be located on the exterior of a Dwelling.
- Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that up to two (2) generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets shall be under leash at all times when walked or exercised on any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section, a particular pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right to fine any Owner (in an amount not to exceed \$150.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of any occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.
- 9.07 <u>Nuisances</u>. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other

portions of the Development. Noxious or offensive activities shall not be carried on in any Lot or Dwelling or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot, Dwelling or of the Common Areas which could cause disorderly, unsightly, or unkept conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development or which could result in the cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation.

- 9.08 Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of automobiles in enclosed garages equipped with garage doors prior to occupancy of the Dwellings owned or maintained by such Owner. All automobiles owned or used by Owners or Occupants other than temporary guests and visitors shall, as far as possible, be parked in garages. The Board of Directors of the Association shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot or Dwelling or within any portion of the Common Areas of any mobile home, trailer (either with or without wheels), motor home, truck (other than pickup trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices.
- 9.09 Fences. All fences, including fences for back yards and swimming pools, must by approved by the Architectural Control Committee prior to their construction. All fencing that is viewed from the street must be constructed of brick, masonry or other material approved by the Architectural Control Committee. The height of all fences must be approved by the Architectural Control Committee.
- 9.10 <u>Sports Equipment</u>. No badminton net, tennis net, volleyball net or other similar sports equipment shall be attached to any structure or free standing within the Development where same is visible from the street. Basketball backboards and goals may be free standing on or adjacent to hard surfaces used as driveways but cannot be attached to any structure.
- 9.11 <u>Setback Requirements</u>. The front sill or slab including porches but excluding any overhangs of less than two (2') feet, of any residential structure shall be located no closer than ten (10') feet from the back side of the front curb. The side setback requirements for each Dwelling shall be five (5') feet on each side with a rear setback of ten (10') feet.
- 9.12 <u>Drainage</u>: In order to maintain the proper flow of drainage within the Development, each Owner agrees that they will maintain the drainage on their Lot at their own expense and that they will add topsoil and/or fill dirt to their Lot, if necessary, to maintain the existing drainage patterns. Each Owner further agrees that they will not in any way interfere with the established drainage pattern over their Lot from adjoining Property unless the adjoining Lot Owner concurs with such change and that they will make adequate provisions for proper drainage in the event that it is necessary to change the established drainage over their Lot. In lieu of adding topsoil and/or fill dirt to a Lot to achieve the requisite elevation detailed on the attached drainage plan, the Owner may, as an alternative, provide underground drainage by installing such drop inlets, underground pipes, etc., as are necessary to achieve the proper flow of drainage as provided herein.
- 9.13 <u>Resubdivision of Lots.</u> No lot shall be subdivided, so as to create two (2) lots. However, a lot may be subdivided so that a portion of said lot is added to an adjoining lot or the subdivided lot is added to the lots on either side, thereby eliminating the subdivided lot.
- 9.14 <u>Auxiliary Buildings</u>. No buildings other than a single family dwelling and private garage are to be built on any lot. Outbuildings are permitted provided, however, that they are located behind the residence and are located at least five (5') feet from the rear line, and further, that they consist of the same style, color and architectural design of the residence constructed on said lot. Construction or occupancy of garage, apartments, or outbuildings as separate dwelling units on any of the lots in the subdivision is prohibited.
  - 9.15 <u>Carports</u>. No carports are allowed to be constructed in the Subdivision.

- 9.16 Garages. No garage may face the street unless it is set back a minimum of 20' from the front property line of the Lot on which the home is located. All residences shall have a garage which will accommodate not less that two (2) nor more than four (4) vehicles. Garage doors shall remain closed at all times, except when being used for ingress and egress. All garage doors must be approved by Architectural Control Committee. Stock raised panel metal doors are not allowed. Garages may not be converted to living area unless a garage meeting the requirements of these restrictions is added at the same time. Any such additions must be approved by the Architectural Control Committee.
- 9.17 <u>Swimming Pools.</u> Swimming pools shall be permitted, provided that they are fenced to limit access and they are restricted from view of the street. Above ground pools are not permitted. All swimming pools shall be kept clean and in such a manner as to avoid health, insect and pest problems.
- 9.18 <u>Temporary Structures</u>. No temporary building, trailer, garage or building in the course of construction or other structure shall be used, temporarily, or permanently, as a residence on any parcel.
- 9.20 <u>Pipes</u>. To the extent of the interest of the owners of a parcel, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes.
- 9.21 Mining. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.
- 9.22 <u>Maintenance of Hedges and Plants</u>. All parcels that have hedges and/or plantings of any nature are to be maintained in such a manner so as not to be unreasonably detrimental to adjoining property owners or to create potentially dangerous traffic conditions.
- 9.23 <u>Clothes Lines</u>. No clothing or any other household fabrics shall be hung in the open on any parcel unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use and unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure at least six inches higher than such hanging articles is approved by the Architectural Control Committee. Under no conditions shall such hanging be seen from the street.
- 9.24 <u>Machinery</u>. No machinery shall be placed or operated upon any lot except such machinery as is usual in the maintenance of a private residence.
- 9.25 <u>Mailboxes</u>. All mailboxes shall conform in design and placement with the decision of the Architectural Control Committee.
- 9.26 <u>Use</u>. Except as permitted herein, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic.
- 9.27 <u>Vents.</u> No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.
- 9.28 <u>Maintenance</u>. During construction, homesites must be kept clean and yards cut. It is also understood that it is the responsibility of all owners to keep their lots and improvements in a neat and orderly condition.
- 9.29 <u>Landscaping</u>. Plans for landscaping must be submitted to the Architectural Control Committee for approval. All sites must be sodded and landscaped within thirty (30) days from completion of improvements.

- 9.30 Air Conditioning. No air conditioning apparatus shall be installed on the ground in the front of a Dwelling. No air conditioning apparatus shall be attached to any front wall or side wall of a house other than compressor units for central air conditioning systems. In the event a compressor system is placed in the side yard of any Lot, this compressor system must be located behind the front building line, but in no instance shall this system extend further than the front wall of the Dwelling, nor shall it be visible from the street.
- 9.31 All of the front parking areas and the first ten (10') feet of all driveways must be constructed of concrete pavers to match those in place in the streets of the Subdivision, or a substitute paver material acceptable to the Architectural Control Committee.

# ARTICLE X GENERAL PROVISIONS

- 10.01 Amendment. Any change or amendment to the covenants or terms of this Declaration shall be made only upon the affirmative vote, in writing, of sixty-six percent (66%) of the Owners. Such vote may be taken only at a meeting of the Owners called for that purpose, notice of which having been given no less than fifteen (15) days prior to the scheduled meeting date and no more than forty-five (45) days prior to the scheduled meeting date.
- 10.02 <u>Severability</u>. Invalidation of any one of these convents by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 10.03 Enforcement of Restrictions. Should any person or persons violate or attempt to violate any of the covenants herein, it shall be lawful for any persons or persons owning any real property in the Development to prosecute in law and in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing and to recover damages or other dues for such violation including reasonable attorney's fees in the prosecution of said cause.
- 10.04 <u>Duration</u>. The provisions of this Declaration shall run with the title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration. Upon the expiration of such twenty (20) year period, the Declaration shall be automatically renewed for successive ten (10) year periods. However, there will be no renewal or extension of this Declaration, if, during the last year of the initial twenty (20) year period of the last year of any ten (10) year renewal period, seventy-five (75%) percent of the total votes of the Association are cast in favor of terminating this Declaration at the end of the then current term.
- 10.05 <u>Interpretation</u>. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its being filed into the Records of the Clerk of Court for Lafayette Parish, Louisiana. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.
- 10.06 Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

THUS D	ONE AND PASSED in the I	Parish o	of Lafayette, Louisiana, on the 25th day of
January	, 2006, in the presence of	the un	ndersigned competent witnesses, who sign with
Appearers and m	e, Notary, after due reading o	f the w	hole.
WITNESSES:  K Mhnn Roxanae n  Stene Glenot f	1. Cow 1. Begnand 4. Begnand	By:	KJG DEVELOPMENT, LLC  KEVIN GØSSEN, Member  MARK G. LABOKDE, Member
	DCC	Dax	

NOTARY PUBLIC RANDALL E. OLSON LA Bar #02038

#### **BY-LAWS**

#### **OF**

#### THE PARK HOMEOWNERS ASSOCIATION, INC.

#### ARTICLE I

#### **OFFICES**

- 1.1 The principal business office shall be located at 404 Jeanne Street, Lafayette, Louisiana 70506.
- 1.2 The Association may have such offices at such other places as the members may from time to time determine or the business of the corporation may require.

#### ARTICLE II

#### **MEETINGS OF MEMBERS**

- 2.1 **Meetings.** All meetings of the members shall be held at the principal business office of the Association in Lafayette, Louisiana.
- 2.2 **Annual Meetings.** The annual meeting of the members shall be held on June 1, or if this day is a legal holiday, then on the first business day thereafter, at 6:00 p.m. for the purpose of electing directors and for the transaction of such other business as may be properly brought before the meeting; provided, however, that the Board of Directors, by resolution, may change the date and time for any such annual meeting.
- 2.3 **Special Meetings.** Special meetings of the members, for any purpose or purposes, may be called (i) by the President, (ii) upon the written request of any 2 Directors or (iii) by any member or members holding in the aggregate 66% of the total voting power.
- 2.4 **Notice of Meetings.** Except as otherwise provided in Section 2.3, or by law, the authorized person or persons calling a member's meeting shall cause written notice of the time, place and purpose of the meeting to be given to all members entitled to vote at such meeting, at least ten (10) days and not more than thirty (30) days prior to the day fixed for the meeting. Notice of the annual meeting need not state the purpose thereof, unless action is to be taken at the meeting as to which notice is required by law.

- 2.5 **List of Members.** At each meeting of the members, a list of members entitled to vote arranged alphabetically and certified by the Secretary showing the number of votes held by each member on the record date for the meeting shall be produced on the request of any member.
- 2.6 **Quorums.** Except as otherwise provided by law, the presence, in person or by proxy, of the holders of at least 66% of the total voting power shall be requisite and shall constitute a quorum at all meetings of the members.
- 2.7 **Voting.** When a quorum is present at any meeting, a vote of 66% of the members having voting power present in person or represented by proxy shall decide any question brought before such a meeting, unless the question is one upon which, by express provision of law, or the Articles of Incorporation, or these By-Laws, a different vote is required, in which case express provision shall govern and control the decision of such question. Members are entitled to as many votes as they are entitled to exercise under the provisions of the Articles for each residential lot in which they hold title as shown by the records of the Association as of the last day of the month preceding a meeting.
- 2.8 **Proxies.** At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by the member and bearing a date not more than twelve (12) months prior to the meeting, unless the instrument provided for a longer period. The proxy need not be a member of the Association.

#### ARTICLE III

#### **DIRECTORS**

- 3.1 **Number.** The business and affairs of the Association shall be managed by a Board of Directors of not less than 3 nor greater than 5 natural persons. The Board may exercise all powers of the Association and do all lawful acts and things which are not restricted by law or by the Articles or by these By-Laws.
- 3.2 **Terms of Office.** The Directors shall be elected at the Annual meeting of the members and shall hold office, except as provided in the Articles of Incorporation for the Association (the "Articles), for one (1) year or until their successors are chosen and have qualified. Except as set forth in the Articles, a Director must be a member of the Association.
- 3.3 Vacancies. The remaining Directors, even though not constituting a quorum, may, by a majority vote, fill any vacancy on the Board (including any vacancy resulting from an increase in the authorized number of Directors, or from failure of the membership to elect the full number of authorized Directors) for an expired term, provided that the membership has the right, at any special meeting called for the purpose prior to such action by the Board to fill the vacancy.

3.4 **Compensation.** Directors, as such, shall not receive a salary for their services. However, any director may be reimbursed for their actual expenses incurred in the performance of their duties.

#### ARTICLE IV

#### MEETINGS OF THE BOARD

- 4.1 **Meetings.** The meetings of the Board of Directors shall be held at the principal business office of the Association, unless a different location is agreed upon by a majority of the Board.
- 4.2 **First Meeting.** The first meeting of each newly elected Board of Directors shall be held immediately following the annual members meeting and at the same place as the annual meeting, and no notice of such first meeting shall be necessary to the newly elected Directors in order to legally constitute the meeting.
- 4.3 **Regular Meetings.** Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.
- 4.4 **Special Meetings.** Special meetings of the Board of Directors may be called by the President on ten (10) days notice given to each Director, either personally or by telephone or mail. Special meetings shall be called by the President or the Secretary in like manner and on like notice on the written request of two (2) Directors and if the President and Secretary fail or refuse, or are unable to call a meeting when requested by any two (2) Directors, the requesting Directors may call the meeting on ten (10) days written notice given to each Director.
- 4.5 **Quorum.** A majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business, and except as otherwise provided by law, the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If a quorum is present when the meeting is convened, the Directors present may continue to do business, taking action by vote of the majority of a quorum as fixed in Section 4.5, until adjourned, notwithstanding the withdrawal of enough Directors to leave less than a quorum as fixed in Section 4.5, or the refusal of any Director present to vote.
- 4.6 **Committees.** The Board of Directors may designate one (1) or more committees, each committee to consist of one (1) or more of the Directors of the Association (and one (1) or more of the Directors may be named as alternate members to replace any absent or disqualified regular members), which, to the extent authorized by resolution of the Board of Directors or the By-Laws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association.

- 4.7 **Powers.** The Board of Directors has the responsibility for the management of the business of the Association, and subject to any restriction of these By-Laws, may exercise all of the powers of the Association. Without prejudice to such general powers, the Directors have the specific power to delegate any of the powers of the Board to any standing or special committee or to any officer or agent (with the power of subdelegation) upon such terms as they deem fit.
- 4.8 **Resignation.** The resignation of a Director shall take effect immediately upon its receipt by the President or Secretary, or at such later date, provided for in the resignation. However, if the effective date requested is more than thirty (30) days after the date the resignation is received by the President or Secretary, then the effective date is deemed to be the thirtieth (30<sup>th</sup>) day after the date of receipt.
- 4.9 **Absentees.** Any Director absent from a meeting of the Board of Directors or any committee may not be represented by any other Director or member. Any Director missing three (3) consecutive meetings may be omitted from the Board.

#### ARTICLE V

#### **NOTICES**

- 5.1 Written Notices. Any written notice required or permitted by law, the Articles or the By-Laws, to be given to any member or Director shall be deemed to have been given to the member or Director when the notice is served upon the member or Director, or two (2) business days after the notice is placed in the United States Certified Mail, addressed to the member or Director at his last known address.
- 5.2 Waiver of Notice. Whenever any notice of the time, place or purpose of any meeting of members, Directors, or committee is required by law, the Articles or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to the notice and filed with the records of the meeting before or after the holding thereof, or actual attendance of the meeting in person is equivalent to the giving of such notice except as otherwise provided by law.

#### ARTICLE VI

#### **OFFICERS**

6.1 **Election of Officers.** The officers of the Association shall be chosen by the Board of Directors and shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer. Any two (2) offices may be held by one (1) person and all of the officers must be a member; <u>provided</u>, <u>however</u>, the initial officers of the Association are as set forth in the Articles.

- 6.2 **Special Appointment.** The Board of Directors may appoint other Officers as deemed necessary, who shall hold their offices for the terms and shall exercise the powers and perform the duties as shall be determined from time to time by the Board of Directors.
- 6.3 **Compensation.** Officers of the Association shall not receive a salary for their services.
- 6.4 **Terms of Office.** The Officers shall be elected at the Annual meeting of the Board of Directors and shall hold office for one (1) year or until their successors are chosen and have qualified. An officer may be removed from office by the vote of 66% of the members held at a special meeting called for such purposes.
- 6.5 **Responsibilities of Officers.** The responsibilities of the Officers shall be as follows:
  - a) President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors and members are carried into effect. If a chairman of the Board of Directors has not been elected, the President, if a Director, shall preside at all meetings of the Board of Directors.
  - b) Vice-Presidents. The Vice-Presidents, if any, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the President or the Board of Directors shall prescribe.
  - Secretary. The Secretary shall attend all meetings of the Board of Directors and members and record all votes and the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors. The Secretary shall keep in safe custody the seal of the Association, and when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by the Secretary's signature thereon or by the signature of the Treasurer.

- d) Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors, and shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Directors at the regular meetings of the Board of Directors, or whenever they may require it, an accounting of all his transactions as Treasurer and a report on the financial condition of the Association.
- 6.6 **Vacancies.** The Board of Directors by a majority vote may fill any Officer vacancy (including any vacancy resulting from an increase in the authorized number of Officers.

#### ARTICLE VII

#### **MISCELLANEOUS**

- 7.1 **Books and Records.** The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member and by the holder of a First Mortgage lien on any lot or property. The Declaration, the Articles and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.
- 7.2 Assessments. As more fully provided in the Declaration of Covenants, Conditions, and Restrictions for The Park, dated January 25, 2006 and filed under Entry No. 2006-3187, records of Lafayette Parish, Louisiana (the "Dedication"), each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent.
- 7.3 Indemnification of Directors and Officers. The corporation shall indemnify and hold harmless each director and officer now or hereafter serving the corporation from and against any and all claims and liabilities to which he may be or become subject by any reason of his alleged acts or omissions as such director or officer, whether or not he continues to be such officer at the time when any such claim or liability is asserted, and shall reimburse each such director or officer for all legal and other expenses reasonably incurred by him in connection with defending any or all such claims or liabilities, including amounts paid or agreed to be paid in connection with reasonable settlements made before final adjudication with the approval of the Board of Directors,

which approval shall not be unreasonably withheld, whether or not he continues to be such director or officer at the time such expenses are incurred; provided, however, that no director or officer shall be indemnified against any claim or liability arising out of his own willful negligence or willful misconduct or shall be indemnified against or reimbursed for any expenses incurred in defending any and all such claims or liability or in settling the same. The foregoing right of indemnification shall be exclusive of other rights to which any director or officer may be entitled as a matter of law.

- 7.4 Checks. All checks or demand for money and notes of the Association shall be signed by such officers or such person or persons as the Board of Directors may from time to time designate.
- 7.5 Fiscal Year. The fiscal year of the Association begins on the first day of January of each year.
- 7.6 Seal. The members may adopt a corporate seal, the seal shall have inscribed thereon the name of the corporation.

#### ARTICLE VIII

#### <u>AMENDMENTS</u>

- 8.1 These By-Laws may be amended, at a regular or special meeting of the members, by a vote of 66% of all members of the Association.
- 8.2 In the case of any conflict between the Articles and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

The undersigned, being at least 66% of the members, do hereby certify that the above are By-Laws adopted by the Members of the Association at their first meeting held on the <u>lo</u> day of <u>yel</u>, 2006.

KJG DEVELOPMENT, LLC

By:

KEVINGOSSEN, Member

Bv

MARK G. LABORDE, Member

### Lafayette Parish Recording Page

Louis J. Perret Clerk of Court PO Box 2009 800 South Buchanan Lafayette, LA 70502 (337) 291-6400

#### **First VENDOR**

PARK HOMEOWNERS ASSOCIATION INC THE

First VENDEE

PARK HOMEOWNERS ASSOCIATION INC THE

Index Type:

Conveyances

File Number: 2006-00016058

Type of Document: Articles Of Incorporation

Recording Pages :

11

#### **Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Clerk of Court

On (Recorded Date): 04/24/2006

At (Recorded Time): 2:46:27:000 PM

CLERK OF COURT LOUIS J. PERRET Parish of Lafayette

I certify that this is a true copy of the attached document that was filed for registry and Recorded 04/24/2006 at 2:46:27

File Number 2006-00016058

Doc ID - 007512800011

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Additional Index Recordings						
Index Type	<u>Book</u>	<u>Page</u>	File Number			
MTG			2006-00016058			



#### SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that a copy of the Articles of Incorporation of

THE PARK HOMEOWNERS ASSOCIATION, INC.

Domiciled at LAFAYETTE, LOUISIANA,

Was filed and recorded in this Office on April 20, 2006,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 2.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 20, 2006

JSM 36167147N

Secretary of State

Apr 20 2006 14:18

Mar-21-06 01:17pm From-LISKOW AND LEWIS

+3372672398

T-149 P 02/10 F-740

STATE OF LOUISIANA

Office of the Secretary of State

I hereby certify that this is a true and correct copy,
as taken from the original on file in this office.

ARTICLES OF INCORPORATION

OF

Bate: APR 2 0 2006

THE PARK HOMEOWNERS ASSOCIATION, INC.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, a Notary Public in and for the aforesaid Parish and State, duly commissioned and qualified as such, personally came and appeared the undersigned party, having capacity to contract, who declare unto me, Notary Public, in the presence of the undersigned competent witnesses, that, availing himself of the provisions of the Louisiana Non-Profit Corporation Laws relative to the formation of non-profit corporations, and particularly the provisions of Louisiana Revised Statutes 12:201 et seq., and as same may be further amended, he does hereby organize himself, as well as other parties who may be associated with him, his heirs, successors and assigns, into a corporation in accordance with and under the following Articles of Incorporation, to wit:

#### ARTICLE I

#### NAME

The name of the corporation shall be and is THE PARK HOMEOWNERS ASSOCIATION, INC. and it is a non-profit corporation pursuant to the laws of the State of Louisiana.

#### ARTICLE II

#### TERM AND DISSOLUTION

This corporation shall enjoy perpetual corporate existence unless sooner dissolved in accordance with law. This corporation may be dissolved at a special meeting called for that purpose by a vote of two-thirds (2/3) of the total voting power of the members. Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purpose of the corporation in such manner or to such organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding section of any future United States Internal Revenue law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the purish in which the principal office of the corporation is then located, exclusively for purposes or to such organization or organizations, as said Court shall determine.

#### ARTICLE III

#### PURPOSE OF THE ASSOCIATION

This Association shall be a non-profit corporation. It does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are (a) to provide for maintenance (including, but not limited to, maintenance of gates, utilities and landscaping), preservation and architectural control of (i) the residential lots and areas serving same within The Park subdivision (jointly referred to as the "Subdivision") situated in Lafayette Parish, Louisiana, and (ii) upon completion of all residential construction of homes and other structures to be built in the Subdivision, for the maintenance, preservation and architectural control over such completed homes and other structures, and (b) to promote the health, safety

Apr 20 2006 14:19

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Mar-21-06 01:17pm From-LISKOW AND LEWIS

and welfare of the residents within the Subdivision and any additions thereto as may hereafter be

brought within the jurisdiction of this Association. In connection with clause (a) above, it is

contemplated that the corporation will acquire "Fletcher Lane" which is part of the original

parcel of land now known as The Park and located adjacent to the Subdivision, and the

corporation will maintain and be responsible for Fletcher Lane. The recorded covenants and

restrictions applicable to the Subdivision set forth in more precise detail the duties and

responsibilities of the corporation's architectural control committee, which committee shall

function as an entity separate from the Association.

Notwithstanding any other provision of these articles, the corporation shall not carry on

any other activities not permitted to be carried on (a) by a corporation exempt from federal

income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section

of any future rederal tax code, or (b) by a corporation, contributions to which are deductible

under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future

federal tax code.

Additionally, the corporation shall not attempt to influence legislation, and shall not

participate in, or intervene in (including the publishing or distribution of statements) any political

campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV

LIABILITY

No member shall be liable for any of the faults or contracts of this corporation.

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#### ARTICLE V

#### DISTRIBUTIONS

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, officers or other private persons, except the corporation shall be authorized and empowered to pay reasonable compensation for services rendered by members and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

#### ARTICLE VI

#### MEMBERSHIP

Said Association shall be organized on a membership, non-stock basis. Every person or entity who is a record owner of a lot in the Subdivision, shall be a member of the Association, and shall be responsible for payment of dues to the Association for the lot so owned. The foregoing is not intended to include persons or entities who hold an interest in a lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

#### ARTICLE VII

#### VOTING RIGHTS

Each member shall be entitled to only one vote for each lot owned. When more than one person or entity owns a lot, all such persons or entities shall be members and the vote for such lot shall be exercised as they among themselves determine and designate in writing to the Association's secretary. When a corporate or partnership entity owns a lot, such owner shall designate a natural person, in writing, to the Association's secretary to be the member, and only such person shall be entitled to vote for such lot. In no event shall more than one vote be east

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with respect to any one lot. For purposes of clarification, if a member owns more than one lot, such member shall be entitled to one vote for each lot owned by such member, and shall be responsible for dues payable to the Association for each lot owned by said member.

### ARTICLE VIII

#### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of not less than 3 nor more than 5 directors, and who shall be elected by the members. The initial directors need not be members of the Association, but all other directors must be members of the Association. The initial directors shall remain as directors of the Association until such time as all lots in The Park are sold and homes are constructed thereon. Except as provided in the preceding sentence, the number of directors may be changed by amendment of the by-laws of the Association. The names and address of the initial directors are:

Kevin Gossen 404 Jeanne Street Lafayette, Louisiana 70506

Mark G. LaBorde 2727 Kaliste Saloom Road Lafayette, Louisiana 70508

Rock H. Lasserre, Jr. 1056 Mimosa Lane St. Martinville, Louisiana 70582

The name and address of the initial officers are:

Kevin Gossen, President 404 Jeanne Street Lafayette, Louisiana 70506

Mark G. LaBorde, Secretary/Treasurer 2727 Kaliste Saloom Road Lafayette, Louisiana 70508

Rock H. Lasserre, Jr., Vice President 1056 Mimosa Lane St. Martinville, Louisiana 70582

The officers and directors of this corporation shall serve until their successors are elected in accordance with the provisions herein contained and within the By-Laws of the corporation.

#### ARTICLE IX

### REGISTERED AGENT AND OFFICE

The full name and mailing address of the registered agent is:

Kevin Gossen 404 Jeanne Street Lafayette, Louisiana 70506

The mailing address and location of the registered office of the corporation is:

404 Jeanne Street Lafayette, Louisiana 70506

#### ARTICLE X

#### INCORPORATORS

The full names and the addresses of the incorporators are:

Kevin Gossen 404 Jeanne Street Lafayette, Louisiana 70506

Mark G. LaBorde 2727 Kaliste Saloom Road Lafayette, Louisiana 70508

#### ARTICLE XI

#### **AMENDMENTS**

Amendment of these Articles shall require the assent of 66% percent of the entire membership. Until such time as the Subdivision is constructed, the incorporator will have authority to amend these Articles.

(The remainder of this page was intentionally left blank.)

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THUS DONE AND SIGNED, in my office in the Parish of Lasayette, State of Louisiana, on this \_\_\_\_\_\_\_, 2006, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole. WITNESSES: MARK G. LABURDE Printed Name

LA Bar/Notary ID No.

BILLY J. DOMINGUE NOTARY PUBLIC Parish of Lafayette, State of LA. BAR NO. 5012

#### +3372672398

### AFFIDAVIT OF ACCEPTANCE OF REGISTERED AGENT

STATE OF LOUISIANA

Mar-21-06 01:18pm

PARISH OF LAFAYETTE

KEVIN GOSSEN

who, after being duly swom did depose and state:

That he hereby accepts the appointment Registered Agent involving the incorporation of THE PARK HOMEOWNERS ASSOCIATION, INC.

KEVIN GÖSSEN

/ NOTARY PUBLIC

LA Bar/Notary ID No. 5012

BILLY J. DOMINGUE NOTARY PUBLIC

Parish of Lafayette. State of LA.
BAR NO. 5012

### Lafayette Parish Recording Page

Louis J. Perret Clerk of Court PO Box 2009 800 South Buchanan Lafayette, LA 70502 (337) 291-6400

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KJG DEVELOPMENT LLC

First VENDEE

KJG DEVELOPMENT LLC

Index Type: Conveyances

File Number: 2006-00027017

Type of Document: Amendment

Recording Pages:

4

#### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Clerk of Court

On (Recorded Date): 06/20/2006

At (Recorded Time): 3:07:48:000 PM

Doc ID - 007659730004



#### FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PARK

BE IT KNOWN, that on the date hereinafter stated, before the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

KJG DEVELOPMENT, LLC, a Louisiana limited liability company domiciled in Lafayette Parish, Louisiana, with a permanent mailing address of 404 Jeanne Street, Lafayette, Louisiana 70506, being represented herein by its duly authorized members, Kevin Gossen and Mark G. Laborde, pursuant to the authority granted in that certain Certificate of Authority attached to File No. 2006-3187 of the records of Lafayette Parish,

who declared that Appearer executed and filed that certain Declaration of Covenants, Conditions, and Restrictions for The Park (the "Declaration"), which Declaration is recorded in the records of Lafayette Parish under File No. 2006-3187. Appearer desires to amend the Declaration as set forth herein.

#### A. Amendments.

- 1. Section 2.03 of the Declaration is hereby deleted and restated in its entirety as follows:
  - Access. All Owners, by accepting title to Lots conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot and acknowledge and agree that such access, ingress, and egress shall be limited to roads located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots shall be provided at all times. In order to provide such access, the Association, subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors, does hereby grant unto the Owners of any Lot a non-exclusive servitude of passage over those streets and/or pedestrian paths designated on the Subdivision Plat of the Property and the streets. There is reserved unto the Association, and its successors and assigns the right and privilege, and the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development. The developer of The Park is responsible for the installation of the electronically-monitored gates and has the obligation to maintain said gates until such time as this obligation is released to the Association.

- 2. Section 9.08 of the Declaration is hereby deleted and restated in its entirely as follows:
  - 9.08 Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of automobiles in enclosed garages equipped with garage doors prior to occupancy of the Dwellings owned or maintained by such Owner. All automobiles owned or used by Owners or Occupants other than temporary guests and visitors shall, as far as possible, be parked in garages. The Board of Directors of the Association shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot or Dwelling or within any portion of the Common Areas of any mobile home, trailer (either with or without wheels), motor home, truck (other than pickup trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices; provided, however, temporary parking of any of the foregoing vehicles shall not exceed seven (7) consecutive calendar days. In the event an Owner desires a temporary parking arrangement in excess of seven (7) days, the Owner must first obtain written permission from the Board of Directors for such extension, and such extension cannot exceed seven (7) additional consecutive calendar days.
- 3. Section 10.01 of the Declaration is hereby deleted and restated in its entirety as follows:
  - 10.01 <u>Amendment</u>. Any change or amendment to the covenants or terms of this Declaration shall be made only upon the affirmative vote, in writing, of seventy-five percent (75%) of the Owners. Such vote may be taken only at a meeting of the Owners called for that purpose, notice of which having been given no less than fifteen (15) days prior to the scheduled meeting date and no more than forty-five (45) days prior to the scheduled meeting date.
- 4. Section 10.04 of the Declaration is hereby deleted and restated in its entirety as follows:
  - 10.04 <u>Duration</u>. The provisions of this Declaration shall run with the title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of forty (40) years from and after the date of the recording of this Declaration. Upon the expiration of such forty (40) year period, the Declaration shall be automatically renewed for successive twenty (20) year periods. Notwithstanding the foregoing, this Declaration may be terminated at any time upon a vote for termination authorized by one hundred percent (100%) of the total votes of the Association.

B. The Declaration, as amended hereby, is ratified and Confirmation. confirmed.

THUS DONE AND PASSED in the Parish of Lafayette, Louisiana, on the \_/ day of June, 2006, in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES: (as to all signatures)

KJG DEVELOPMENT, LLC

Print Name:

Mark G. Laborde, Member

NOTARY PUBLIC Bar or Notary No: 18

### **Lafayette Parish Recording Page**

Louis J. Perret Clerk of Court PO Box 2009 800 South Buchanan Lafayette, LA 70502 (337) 291-6400

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KJG DEVELOPMENT LLC

**First VENDEE** 

KJG DEVELOPMENT LLC

Index Type: Conveyances

Type of Document: Amendment

**Recording Pages:** 

3

#### **Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Clerk of Court

File Number: 2008-00016697

On (Recorded Date): 04/29/2008

At (Recorded Time): 3:37:25:000 PM

Doc ID - 021362590003

#### SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PARK

BE IT KNOWN, that on the date hereinafter stated, before the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

**KJG DEVELOPMENT, LLC**, a Louisiana limited liability company (the "Appearer") domiciled in Lafayette Parish, Louisiana, with a permanent mailing address of 404 Jeanne Street, Lafayette, Louisiana 70506, being represented herein by its duly authorized members, Kevin Gossen and Mark G. Laborde, pursuant to the authority granted in that certain Certificate of Authority attached to File No. 2006-3187 of the records of Lafayette Parish,

who declared that Appearer executed and filed that certain Declaration of Covenants, Conditions, and Restrictions for The Park, which Declaration is recorded in the records of Lafayette Parish under File No. 2006-3187, as amended by First Amendment thereto dated June 19, 2006, recorded in the records of Lafayette Parish under File No. 2006-00027017 (the Declaration of Covenants, Conditions, and Restrictions for The Park, as so amended, is herein called the "Declaration"). Appearer desires to amend the Declaration as set forth herein.

### A. Amendments.

Section 8.06 of the Declaration is hereby amended to add the following new provision as subpart (d):

- (d) The twenty-five (25) foot rear set back/easement on Lots 1-10 inclusive, shall be landscaped and maintained by the Association. No improvements or landscaping shall be done by the Lot Owners without the written approval of the Architectural Control Committee as provided in Article 8.05 hereof. The intent is to keep the easement uniform and unobstructed.
- B. <u>Authorization to Amend</u>. The Appearer hereby certifies that as of the date of this Amendment, Lots 8, 9, 11, 12, and 13 have been sold and that Appearer is the owner of the remaining Lots and that such remaining Lots constitute 75% of the Owners (as set forth in Section 10.01 of the Declaration).
- C. Confirmation. The Declaration, as amended hereby, is ratified and confirmed.

### **Lafayette Parish Recording Page**

Louis J. Perret Clerk of Court PO Box 2009 800 South Buchanan Lafayette, LA 70502 (337) 291-6400

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KJG DEVELOPMENT LLC

**First VENDEE** 

KJG DEVELOPMENT LLC

Index Type: Conveyances

File Number: 2008-00016698

Type of Document : Amendment

Recording Pages:

3

#### **Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Lauis J Penet

On (Recorded Date): 04/29/2008

At (Recorded Time): 3:37:50:000 PM

Doc ID - 021362610003



#### THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PARK

BE IT KNOWN, that on the date hereinafter stated, before the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

**KJG DEVELOPMENT, LLC**, a Louisiana limited liability company (the "Appearer") domiciled in Lafayette Parish, Louisiana, with a permanent mailing address of 404 Jeanne Street, Lafayette, Louisiana 70506, being represented herein by its duly authorized members, Kevin Gossen and Mark G. Laborde, pursuant to the authority granted in that certain Certificate of Authority attached to File No. 2006-3187 of the records of Lafayette Parish,

who declared that Appearer executed and filed that certain Declaration of Covenants, Conditions, and Restrictions for The Park, which Declaration is recorded in the records of Lafayette Parish under File No. 2006-3187, as amended by First Amendment thereto dated June 19, 2006, recorded in the records of Lafayette Parish under File No. 2006-00027017, and as amended by Second Amendment thereto dated January \_\_\_\_\_\_, 2008, recorded in the records of Lafayette Parish under File No. \_\_\_\_\_\_\_ (the Declaration of Covenants, Conditions, and Restrictions for The Park, as so amended, is herein called the "Declaration"). Appearer desires to amend the Declaration as set forth herein.

#### A. Amendments.

- 1. Section 8.05 of the Declaration is hereby amended to add the following new provision as subpart (g):
  - (g) As provided in Section 9.28 hereof, any Lots on which there is construction must be kept reasonably clean at all times. The Owner of each Lot or Dwelling shall be responsible for complying with the provisions of this subpart (g) and Section 9.28, and any Lot Owner is entitled to enforce the provisions of this subpart (g) and Section 9.28.
- 2. Section 9.10 of the Declaration is hereby deleted and restated in its entirety as follows:
  - 9.10 Sports Equipment. No badminton net, tennis net, volleyball net or other similar sports equipment shall be attached to any structure or free standing within the Development where same is visible from the street. Basketball backboards and goals may be free standing on or adjacent to hard surfaces used as driveways but cannot be attached to any structure. As an

exception, basketball backboards and goals that are attached to fixed pipes or poles must be approved in advance by the Architectural Control Committee.

- 3. Section 9.26 of the Declaration is hereby deleted and restated in its entirety as follows:
  - **9.26** <u>Use.</u> Except as provided herein, each Lot shall be used for residential single-family purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic.
- 4. Section 10.01 of the Declaration is hereby deleted and restated in its entirety as follows:
  - 10.01 <u>Amendment</u>. Any change or amendment to Section 9.26 of this Declaration shall be made only upon the affirmative vote, in writing, of one hundred percent (100%) of the Owners. Any change or amendment to any of the other covenants or terms of this Declaration shall be made only upon the affirmative vote, in writing, of seventy-five percent (75%) of the Owners. Such vote may be taken only at a meeting of the Owners called for that purpose, notice of which having been given no less than fifteen (15) days prior to the scheduled meeting date and no more than forty-five (45) days prior to the scheduled meeting date.
- B. <u>Authorization to Amend</u>. The Appearer hereby certifies that as of the date of this Amendment, Lots 8, 9, 11, 12, and 13 have been sold and that Appearer is the owner of the remaining Lots and that such remaining Lots constitute 75% of the Owners (as set forth in Section 10.01 of the Declaration).
- C. <u>Confirmation</u>. The Declaration, as amended hereby, is ratified and confirmed.

(The remainder of this page was intentionally left blank.)

THUS DONE AND PASSED in the Parish of Lafayette, Louisiana, on the April 25, 2008 day of March, 2008, in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES: (as to all signatures)	KJG DEVELOPMENT, LLC
Milanie M Rich	By: Philade
Print Name: Mc have M. Rich	Kevin kigssen, Member
July )	By:
Print Name: Thy GROOM	Mark G. Laborde, Member
Mu,	201-
NOTARY Bar or Notar	PUBLIC
Mayishi CON	y No.26966 M Montgomen Att, Atland SENT
The undersigned record Owners of L foregoing Second Amendment to Declaration for The Park.	ots 8, 9, 11, 12 and 13 hereby consent to the n of Covenants, Conditions, and Restrictions
Dated as of March, 2008.	
	Owner of Lot 8:
	Owner of Lot 9
	for til bolly for
	Owner of Lot 11:  A Klyst 1.
<u> </u>	Owner of Lot 12:
- -	Hal B. Butta (Kristene J. Butts
(	Owner of Lot 13:
-	Hal B. Butta ( Prestine I Beetts

### Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
P.O. Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

4th AMENDMENT

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PARK SUBDIVISION THE

**First VENDEE** 

PARK SUBDIVISION THE

Index Type:

**CONVEYANCES** 

Type of Document : AMENDMENT

**Recording Pages:** 

9

**Recorded Information** 

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for

Lafayette Parish, Louisiana

On (Recorded Date): 02/21/2018

At (Recorded Time): 11:25:03AM

Doc ID - 040862200009

CLERK OF COURT
LOUIS J. PERRET
Parish of Lafayette
I certify that this is a true copy of the attached

File Number: 2018-00005470

document that was filed for registry and Recorded 02/21/2018 at 11:25:03

File Number 2018-00005470

Deputy Clerk

# FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PARK

BE IT KNOWN that on the dates hereinafter specified personally came and appeared the undersigned, being the owners of Lots in The Park Subdivision, who did declare and state that:

They met on <u>02/15/2018</u> to discuss amendments to the subdivision restrictive covenants. Appearers acknowledge that the Lots are subject to restrictive covenants, servitudes and obligations contained in a Declaration of Covenants, Conditions, and Restrictions for The Park filed under Entry No. 2006-3187, records of Lafayette Parish, Louisiana (the "Dedication"), which Dedication has been amended three (3) times which amendments are filed under Entry Nos. 2006-27107, 2008-16697, and 2008-16698. Appearers further declared that they desire to amend the restrictions pursuant to the authority contained in Section 10.01 of the Dedication as amended by the aforesaid Amendments. Appearers further acknowledge that at this meeting amendments to Sections 1.01 (l), 8.08, 9.02, and 9.03 were separately voted upon, and that the requisite number of Owners approved each such change as indicated by the signatures attached hereto. As a result of the foregoing, the covenants are amended in the following respects:

1.

Article 1.01 (l) of the Dedication is hereby amended and replaced as follows:

"(1) "Lot" shall mean and refer to any portion of the "Property" upon which it is intended that a dwelling or home shall be constructed, as such Lots are shown on the Subdivision Plat. It is acceptable for two (2) Lots as shown on the Subdivision Plat or one (1) Lot and a portion of another Lot as shown on the Subdivision Plat to be owned by a common owner or owners with the intent to build one (1) residence on said Lots. However, for purposes of voting and the payment of dues to the Association, said combined Lots or portions of a Lot shall remain separate. Therefore, any Owner

who owns two (2) Lots with one residence will get 2 votes on Association matters and pay dues for 2 Lots. Any Owner who owns a Lot and less than 25% of another Lot, shall only be entitled to 1 vote on Association matters and shall pay dues for 1 Lot. Any Owner who owns a Lot and between 25% and 75% of another Lot, shall have 1 ½ votes on Association matters and shall pay dues for 1 ½ Lots. Any Owner who owns a Lot and in excess of 75% of another Lot, shall have 2 votes on Association matters and shall pay dues for 2 Lots. For purposes of the paragraph, the ownership of a partial Lot shall be determined by the percentage of the Lot's total square footage."

2.

Article 8.08 is hereby added to the Dedication as follows:

"8.08 Approval of Exterior Alterations. All exterior alterations to a Dwelling must be approved by the Architectural Control Committee. The alterations shall include, but not be limited to, any improvements, alterations, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Dwelling, permanently or temporarily. Once any such plan has been approved, it must be followed as submitted, unless the Architectural Control Committee approves submitted modifications to the original plan."

3.

Article 9.02 of the Dedication is hereby amended and replaced as follows:

9.02 Residential Design. All residential design plans and documents shall be submitted to and approved by the Architectural Control Committee prior to construction. Any additions or alterations must also be summitted and approved prior to construction of same. These approvals shall include, but shall not be limited to, all fence design and materials as well as mailbox design and materials.

Article 9.03 of the Dedication is hereby amended to add the following paragraphs as follows:

- "(g) Wood and hardi-plank siding should be less than 25% of the exterior veneer or any Dwelling.
- (h) The exterior veneer of any Dwelling must be constructed of at least 75% brick or stucco. All brick veneer must be old brick, unless a reproduction old brick is substituted, which substituted old brick is subject to approval of the Architectural Control Committee.
- (i) Any exterior columns to be constructed on a Dwelling must be approved by the Architectural Control Committee.
- (j) All electrical, gas and any other meters or mechanical devices must not be visible from the street."

IT IS UNDERSTOOD AND AGREED hereto that all other terms and conditions of the Dedication as amended previously shall remain the same.