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GOLF DALLIE AT THE FARM LLC

First VENDEE

GOLF DALLIE AT THE FARM LLC

Index Type : CONVEYANCES

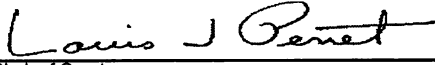
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**AMENDED AND RESTATED ACT OF DEDICATION AND DECLARATION OF
SERVITUDES, COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VERANDA PLACE**

This Amended and Restated Declaration of Servitudes, Covenants, Conditions and Restrictions for Veranda Place (the "Declaration") is executed as of the 20th day of April, 2017 (the "**Effective Date**"), by:

GOLF D'ALLIE AT THE FARM L.L.C., a Louisiana limited liability company (Federal Taxpayer Identification No. 72-1442558, whose address for purposes hereof is 309 La Rue France, Suite 101, Lafayette, Louisiana 70508 ("Declarant").

who, after being duly sworn, did depose and state as follows:

WHEREAS, Declarant created Veranda Place Subdivision by filing that certain act entitled Veranda Place Declaration of Servitudes, Covenants, Conditions and Restrictions (the "**Original Subdivision Declaration**") dated June 1, 2005 and recorded August 25, 2005 under Entry No. 2005-00039065 of the records of Lafayette Parish, Louisiana, together with that certain Final Plat of Veranda Place Subdivision, a Single Family Residential Development, prepared by Sellers & Associates, Inc., dated August 16, 2004, revised January 26, 2005 and April 14, 2005, and attached to, filed with and made a part of the Subdivision Declaration (the "**Initial Plat**"); and

WHEREAS, the Original Subdivision Declaration created and established certain servitudes, covenants, conditions, restrictions, restrictive covenants, charges upon, and obligations of ownership, which are covenants running with the land and which apply and affect all of the property within Veranda Place, which property is more particularly described in the Original Subdivision Declaration (the "**Property**"); and

WHEREAS, the Original Subdivision Declaration provides that the Declarant shall be a Class B member of the Veranda Place Owners' Association (the "**Association**") and shall remain a Class B member thereof for at least five years following the date of recordation of the Original Subdivision Declaration with the Clerk of Court for the Parish of Lafayette, and until ninety (90) days after the first to occur of the following: (a) ninety (90) days after the date as of which the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; twenty-five (25) years after the recording of the Declaration shall have elapsed; or (c) the date as of which the Class B member elects in writing to become a Class A member; and

WHEREAS, none of the foregoing conditions precedent to the termination of Declarant's Class B membership have occurred, and Declarant is therefore still the Class

B member of the Association, with all of the rights appertaining thereto as described in the Original Subdivision Declaration; and

WHEREAS, pursuant to Section 9.1(b) of the Original Subdivision Declaration, Declarant has the absolute and unconditional right, so long as it is the Class B Member, to amend the Original Subdivision Declaration without the consent or joinder of any party or any Class A Member, to, *inter alia*, modify the Design Code (as hereinafter defined) or otherwise amend any other restrictions contained therein; and

WHEREAS, in order to further the development of Veranda Place, Declarant desires to amend and restate the Original Subdivision Declaration in order to modify the Design Code (as hereinafter defined) and amend certain other provisions contained in the Subdivision Regulation.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, Declarant does by these presents hereby amend and restate the Original Subdivision Declaration and the provisions contained therein, as follows:

STATEMENT OF PURPOSE.

Declarant was the owner of the property described in the Original Subdivision Declaration and on the Initial Plat, which Initial Plat is hereby incorporated herein by this reference.

The Purpose of this Restated Declaration is to dispose of the property situated in the Veranda Place Subdivision to the best advantage of the Owners and all prospective purchasers, and to assure all prospective purchasers that said property will be properly and uniformly developed, to make said property more desirable and attractive, and to ensure that the each house constructed contributes to the making of a harmonious, coherent, unified community, (collectively, the "**Purposes**").

In order to further the Purposes, Declarant desires to set forth and establish servitudes, covenants, conditions and restrictions, by which all of the Lots described herein shall be bound.

DECLARATION.

NOW, THEREFORE, in consideration of the mutual terms, conditions and provisions contained herein, the Owners hereby amend and restate the Original Subdivision Declaration as follows:

I. Definitions

a. Alley. "Alley" shall mean a vehicular passageway designated to provide primary and service access to certain Lots, as more particularly defined in the Design Code and shown on the Initial Plat.

b. Alley-Loaded Lot. "Alley-Loaded Lot" shall mean a Lot which is bordered on its rear Lot line (which is opposite a boundary of the Lot facing a Common Road) by an Alley.

c. Architectural Review Committee. "Architectural Review Committee" shall mean the panel described in Article IV of this Declaration and in the Design Code.

d. Assessments. "Assessments" shall mean, collectively, the following charges:

(i) General Assessment. The "General Assessment" is the amount assessed to, and due from, all Members of the Association to meet the Association's annual budgeted expenses and cash requirements, as described in Section 6.4.

(ii) Individual Lot Assessment. An "Individual Lot Assessment" is an amount assessed to and due from an Owner of a particular Lot for charges relating only to that Lot.

(iii) Special Assessment. A "Special Assessment" is an amount assessed to, and due from, each Owner of a Lot for capital improvements or emergency expenses, in accordance with the provisions of Section 6.5.

e. Association. "Association" shall mean Veranda Place Owners' Association, a Louisiana non-profit corporation, its successors and assigns. The Association, whose members are the Owners (including Declarant), is responsible for maintaining the Property.

f. Association Articles. "Association Articles" shall mean the Articles of Incorporation of the Association, a copy of which are attached to the Original Subdivision Declaration, together with all amendments and modifications to same adopted hereafter in accordance with the laws of the State of Louisiana, the same being incorporated herein by this reference.

g. Association Board. "Association Board" shall mean the Board of Directors of the Association.

h. Association By-laws. "Association Bylaws" shall mean the Bylaws of the Association. The initial Bylaws are attached to the Original Subdivision Declaration, together with all amendments and modifications to same adopted hereafter in accordance with the laws of the State of Louisiana, the same being incorporated herein by this reference.

i. Association Members. "Association Members" shall mean, as of the time of any determination, all Owners; each Owner is a member of the Association.

j. Building. "Building" shall mean any Dwelling or other building constructed on any Lot.

k. Commons. "Commons" shall mean all immovable property within the Property for the common use and enjoyment of all Owners, including, but not limited to the areas designated as Common Area and Private Drives, Private Roads, Private Circles and Private Alleys on the Initial Plat. "Commons" also include any Improvements on that immovable property, all servitudes and personal property for the Owners' common use on that immovable property, and any other property of any type specifically designated as Commons.

l. Common Roads. "Common Roads" are the streets and roads located within the Property which are intended for vehicular traffic. Common Roads are part of the Commons and designated as Private Streets, Private Alleys and Private Drives and Private Circles on the Initial Plat. Title (including servitudes) to the Common Roads may be granted, transferred and sold to the Association; the said Common Roads may also be dedicated, partially or in their entirety, at any time, to the City of Carencro, Louisiana, or any other Governmental Authority by Declarant or the Association.

m. Community Meeting. A "Community Meeting" is a public meeting of Members of the Association for discussion and voting as set forth herein.

n. Declaration. "Declaration" shall mean this Restated Declaration.

o. Design Code. "Design Code" shall mean the document attached hereto as Exhibit A attached hereto and made a part hereof, together with all amendments and modifications to the same adopted hereafter pursuant to the terms hereof.

p. Dwelling. "Dwelling" shall mean and refer to any complete building designated or intended for use and occupancy as a residence by a single family.

q. Fence. "Fence" shall mean a closure of front, side or rear yard area on a Lot.

r. Government Authority. "Government Authority" shall mean (i) the United States of America, (ii) the State of Louisiana, (iii) any other State of the United States of America, (iv) any political subdivision of any of the foregoing, (v) any agency, department, commission, board or bureau of any of the foregoing, and (vi) any tribunal, instrumentality or court having jurisdiction over the Property or any of the uses that may be made of Lots or other portions of the Property, or the conduct that may take place on or within any Lot or any other portions of the Property.

s. Improvements. "Improvements" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited

to, Dwellings, Buildings, outbuildings, patios, tennis courts, swimming pools, garages, carports, driveways, sidewalks, walkways, fences, walls, gates, screening walls, terraces retaining walls, stairs, decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennas, equipment and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services and any construction which in any way alters the exterior appearance of an Improvement, but shall not include pipes, lines, cables, meters, equipment and facilities in connection with water, sewer, drainage, gas, electric, telephone, television or other utilities or service provider in favor of whom a utility or drainage servitude has been expressly established and granted herein.

t. Lot. “Lot” is the smallest parcel of land which may be separately conveyed. Lots are designated as numbered, separately identifiable parcels on the Initial Plat or a subsequently recorded plat of additional immovable property which will be annexed to, and included and otherwise incorporated within the Property by supplemental Declaration. Declarant may redefine Lots by combining Lots or portions of Lots and by adjusting the boundary of a Lot.

u. Owner. “Owner” shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot. Owners shall not include any person (i) having such interest merely as collateral security for the performance of an obligation, or (ii) holding a mortgage, lien or other encumbrance burdening or encumbering any Lot.

v. Rules and Regulations of the Association. “Rules and Regulations of the Association” shall mean the rules and regulations adopted by the Association Board as authorized in this Declaration, from time to time by the Association Board, together with all amendments to same that may thereafter be adopted by the Association Board.

w. Servitudes and Easements. Servitudes shall mean those portions of the Property depicted or labeled on the Initial Plat, or on any plat submitted as part of any supplemental declaration, as “servitude” or “easement” or any similar words suggesting that such areas have been reserved for use in connection with any right of ingress, egress, maintenance or construction and such servitudes and easements created by the provisions of this Declaration.

x. Utility Easement. “Utility Easement” shall mean those portions of the Property depicted or labeled on the Initial Plat, or on any plat submitted as part of any supplemental declaration, as “utility easement,” “utility servitude,” or any similar words suggesting that such areas have been reserved for use in conjunction with any public or private utility or service systems and such utility easements and servitudes created by the provisions of this Declaration.

II. Commons

2.1. Title.

a. Association Ownership. The Commons shall be owned by the Association for the benefit of all Owners. For those portions of the Commons which consist of parks, servitudes and other rights, the Association shall be the owner and holder of those parks, servitudes and rights, with the right to allow use of those parks, servitudes and rights by the Owners pursuant to this Declaration and any Rules and Regulations of the Association, but subject at all times to the rights of Declarant, as otherwise set forth herein.

b. Additional Commons. Declarant may convey to the Association additional Commons which the Association shall accept and following such acceptance the Association shall be solely responsible for maintenance of such additional Commons.

c. Dedication. Declarant and the Association shall at all times have the right, without the consent or approval of any of the Owners, to convey title to and/or dedicate the Common Roads to the Governmental Authority with jurisdiction to accept such dedication, which is currently understood to be the City of Carencro, Louisiana. All other Commons may be dedicated to the public by the Association Board upon consent in writing of Association Members representing seventy-five 75% of the votes in the Association. Provided however, so long as the Declarant is a Class B Member of the Association, the Declarant may, without any action, consent, joinder or affirmative vote of any other person or Association Member dedicate any or all of the Commons to the public.

2.2 Maintenance; Capital Improvements.

a. Generally. The Association shall have the sole responsibility for the management, control and improvement of the Commons and shall keep the Commons attractive, clean and in good repair.

b. Lakes. The Association has the right, but not the obligation, from time to time to clean any servitude or easement between Lots and any lakes on the Property with respect to any man-made litter or unusual accumulations of debris, and to take measures to stabilize the banks of such lakes. The cost of such work, should the Association elect to incur such expenses, shall in the sole discretion of the Association Board, be included as part of, or be apportioned among, the General Assessment, an individual Lot Assessment or a Special Assessment.

c. Capital Improvements. The Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association is authorized to create parking areas within the Commons or to add new recreational facilities. Expenses for substantial capital improvements must be approved in accordance with Section 5.14 hereof.

2.3. Common Road Regulation. The Association may make rules and regulations concerning driving and parking within the Property, and may construct speed bumps, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. The Association may enforce any violation of any such rules or regulations and the Board of Directors of the Association shall have the right to create a schedule of fines for violation thereof and any fine so levied by the Association shall be considered an Individual Lot Assessment. .

2.4. Damage or Destruction of Commons by Owner. If any Owner or any of said Owner's guests, tenants, licensees, agents, employees or members of his family damages any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of such repair shall be the responsibility of that Owner and shall become an Individual Lot Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable with the guest, tenant or other party who caused this damage.

2.5. Limitation of Liability. The Association may, in its discretion, provide security within the Property and may maintain the Commons and Common Roads and enforce traffic control measures, but neither the Association nor Declarant makes any representation or assumes any liability for any loss or injury to property or persons.

III. Servitudes

3.1 Owners' Easement of Enjoyment.

a. Commons. Every Owner shall have the right and easement of use and enjoyment in and to the Commons. This easement shall be a predial servitude appurtenant to and shall pass with title to every Lot.

b. Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Association Bylaws and the Rules and Regulations of the Association, such Owner's right to the use and enjoyment of the Commons to the members of his family, his tenants or his guests who reside on the Lot or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict dual use of the Commons recreational facilities by both an Owner and the Owner's tenant, except when the Owner is a bona fide guest of the tenant.

3.2 Servitudes in Favor of Declarant. Declarant hereby reserves for itself, its successors and assigns, and grants to the Association, the following easements and servitudes, which shall benefit Declarant, the Association, and the Property.

a. Common Roads. Declarant reserves for itself, its successors and assigns, a nonexclusive easement and servitude of passage and use (by vehicles, bicycles and pedestrians) for use of the Common Roads.

b. Utility Servitudes.

(i) Declarant reserves for itself, its successors and assigns, and grants to the Association, a blanket servitude for ingress, egress, construction, installation, replacement, repair and maintenance of all public and private utility and service systems which servitude shall be upon, across, over, through, and under all Utility Easements. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, cable or communication lines and other equipment. By virtue of this servitude, Declarant may, but is not obligated to, install and maintain facilities and equipment, excavate for such purposes, and affix and maintain wires, circuits and conduits. The systems themselves (which shall include all pipes, wires, circuits, cables, conduits, switch boxes and other equipment related to the providing of any public or private utility service) shall be installed within the Utility Easements.

(ii) Either Declarant or the Association may at any time make a partial assignment, to any public or private utility company, or any Governmental Authority, of the servitudes reserved by Declarant, and granted to the Association, in the preceding Subpart b (1); whether or not such assignment by Declarant or the Association expressly states, the assignment shall be partial and nonexclusive and both Declarant and the Association shall continue to have the servitude reserved and granted herein, to be used on a nonexclusive basis with each other and with any public or private utility company, or any Governmental authority to whom such assignment was made. Neither Declarant, nor the Association, shall have any liability or responsibility to each other or to any Owner for (aa) any damages caused by any public or private utility company, or any Governmental Authority to whom such assignment was made, in the exercise of the servitude reserved and granted herein, whether such damages are caused by the sole or concurrent negligence of said public or private utility company, or any Governmental Authority, or (bb) for failure to provide any utility services to any Owner or to the Association.

(iii) To the extent any Governmental Authority or any public or private utility uses any of the Utility Easements within the Property, and/or to the extent that Declarant, the Association or of any assignee of Declarant or the Association (all of whom are collectively referred to as "grantee" in this subparagraph) use or exercise any of the rights granted and reserved under the preceding Subpart b. (i), then and in that event: (aa) whenever reasonably possible, the lines and facilities to be constructed and installed within the Utility Easements shall be placed underground, (bb) each grantee shall respect the reasonable use of the servitudes by the other grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the Utility Easements by all grantees; (cc) each grantee, after any use of the easement areas or exercise by such grantee of the rights herein granted, shall restore the

surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with use of the servitude granted pursuant to preceding Subpart b.(i) and which are damaged through the reasonable exercise of the servitudes granted pursuant to the preceding Subpart b.(i); (dd) each grantee who is an assignee of Declarant or the Association, by its use of the easement areas or exercise of the rights herein granted pursuant to the preceding Subpart b.(i), does hereby agree to defend and hold its assignor (whether Declarant or the Association), together with its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective grantee in the construction, installation, repair, alteration and maintenance of the said water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities pursuant to the servitudes granted under the preceding Subpart b.(i); and (ee) Declarant, the Association, each Governmental Authority, each public utility and each private utility agree that (1) it accepts the right to use the said Utility Easements subject to the right of Owners to construct Buildings on Lots which have soffits, eaves, stairs, stoops, balconies and/or fascia which encroach on and over the said Utility Easement by no more than ten (10) feet measured from the boundary of the Utility Easement nearest to the interior of the Lot going out toward the exterior boundary of the Lot, provided that any such encroachment is at least 10 feet above the finished ground elevation in the area of the encroachment, and (2) it may never request that the Owner remove an such soffits, Eaves, Stairs, Stoops, balconies and/or fascia which encroach on the said Utility Easement consistent with the conditions of the preceding subpart (1).

c. Servitudes and Easements. Declarant reserves for itself, its successor and assign, non-exclusive easements and servitudes of access, use and maintenance of the areas designated as servitudes or easements on the Initial Plat.

d. Police Powers. Declarant reserves for itself its successors and assigns, and grants to the Association, a blanket easement and servitude throughout the Property for private patrol services, and for police powers and services supplied by the local, state and federal governments.

e. Alleys. Declarant reserves for itself, its successors and assigns, and grants to the Association, the Association Members, and all future Owners of Lots, a nonexclusive servitude of passage (for use by vehicles, bicycles and pedestrians) on and across those portions of the Property that are labeled and designated as "Alley" or rights of passage on the Initial Plat and on any plat filed in conjunction with any supplemental declaration.

f. Lake Bulkhead Maintenance. Declarant reserves for itself, its successors and assigns a non-exclusive right of passage (for use by vehicles and pedestrians) and a right of use to maintain the lake bulkhead area which is contiguous to the rear property lines of Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 of the Property (the "Burdened Lots"). The use and maintenance easement created hereby shall be the

area located within the Twenty Foot Building Set Back area at the rear of the Burdened Lots as depicted on the Initial Plat.

g. Miscellaneous Servitudes.

(i) Declarant reserves for itself, its successors and assigns and grants to the Association a servitude of use and maintenance over that portion of Lot 1 on which is located an entrance gate, a support system for the entrance gate or a component of the entrance gate as the same is depicted by a dark, solid black rectangular line on the Plat extending from the 28 foot private entrance drive into Lot 1 and traversing the public and utility servitude along the front property line of the said Lot 1.

(ii) Declarant reserves for itself, its successors and assigns and grants to each Lot Owner of Lots 29 through and including 37, a servitude of use and maintenance to allow the entrance steps of Dwellings to be constructed on such Lots to extend into the public utility servitude and building set back area located along the front property line of each such Lot. Provided however, such extension of the steps shall in no event exceed six (6) feet, measured from the front property line. In any event, the location of the front steps, the construction of the front steps and the construction material of the front steps shall be subject to the prior written approval of the Architectural Review Committee.

IV. Building Restrictions

4.1 Lots and Improvements. All Lots and Improvements shall be and are subject to the servitudes and covenants, restrictions and conditions set forth in this Declaration, including but not limited to the Design Code. All Improvements shall be constructed in accordance with the provisions and conditions of the Design Code.

4.2 Mailboxes. The design and construction of mailboxes and the posts or columns on which they are built shall conform substantially with the design and construction of the Dwelling built on the Lot they serve. Mailboxes shall be constructed at the proper height and location specified by the United States Postal Service, and may be constructed within the undeveloped portion of the Street right-of-way adjacent to a Lot to the extent permitted by law or contract, subject to the rights of the public body having jurisdiction of the right-of-way. No more than one mailbox shall be erected on or for any Lot.

4.3 Trash and Garbage Collection. The Association may make rules and regulations regarding outdoor trash and garbage containers, including but not limited to rules and regulations pertaining to the type of containers and where containers may be placed.

4.4 Landscaping. Each Lot shall be landscaped in accordance with the standards adopted by the Architectural Review Committee and published from time to time by the Architectural Review Committee.

4.5 Architectural Review Committee. The Architectural Review Committee shall consist of individuals appointed in accordance with the provisions of the Design Code, and shall have the power and authority set forth in the Design Code. Construction of all Improvements is subject to the prior review and approval of the Architectural Review Committee all as more specifically set forth in the Design Code. The initial members of the Architectural Review Committee who shall serve until their successors are appointed in accordance with the Design Code shall be Dwight S. Ramsay, Allison A. Ramsay and Jeannine L. Holden.

4.6 Construction of Improvements. Construction of all Improvements on Lots shall be performed by a contractor licensed as a residential contractor by the State of Louisiana.

V. **Owner's Association**

5.1 Formation and Duties. The Association shall be formed as a non-profit corporation by recordation of the Association Articles with the Office of the Louisiana Secretary of State and the Clerk of Court of Lafayette Parish, Louisiana. Upon recordation of the Association Articles the initial Board of Directors of the Association shall adopt the Association By Laws which shall be the governing rules for the operation of the Association. Once formed, the Association shall maintain the Commons, shall perform all other duties required by this Declaration, and shall enforce the terms of this Declaration.

5.2 Additional Powers. To the extent permitted by any Governmental Authority, the Association may, but is not obligated to, provide the following services or engage in the following activities: (a) water, sewer, electrical, telephone, cable, television or other utility services, including the supply of irrigation water, and garbage and trash collection and disposal; (b) insect and pest control; (c) the improvement of vegetation, fishing and wildlife conditions; (d) pollution and erosion controls; (e) fire protection and prevention; (f) lighting of Common Roads; (g) security systems and security patrols within the Property; (h) landscape maintenance for and within the Commons; (i) recreation, sports, craft and cultural programs; (j) newsletters or other information services; (k) maintenance of yards or Lots (which includes without limitation thereto grass cutting and maintenance of shrubbery and flower beds); and (l) any other service allowed, or not prohibited, by law to be provided by a community association organized as a not-for-profit corporation. To the extent that the Association provides any of the above services or engages in any of the preceding activities, the cost of same shall be billed to the Association Members as Assessments and, in the discretion of the Association Board, said costs may be included in either the General Assessment, Special Assessment or an Individual Lot Assessment.

If requested by at least 10% of the Association Members, a Community Meeting may be called and the offering of any service under this Section 5.2 may be repealed by majority vote of the Association Members.

The Association may also maintain Utility Easement areas, public rights of way and other public or private properties located within reasonable proximity to the Property if its deterioration would affect the appearance of or access to the Property

5.3 Contracts. The Association may contract with Declarant, or any other party for (a) the performance of all or any portion of the management of the Association, (b) its maintenance and repair obligations, or (c) for the purpose of providing any services which the Association is authorized to provide as set forth in this Article V. The cost of such contract(s) shall be included within the General Assessment or Special Assessment as applicable and as determined by the Association Board. The Association may require that Owners contract with a third party for certain routine yard maintenance (which includes without limitation thereto grass cutting and maintenance of shrubbery and flower beds), in order to provide a uniform level of care within the Property. The Association is also hereby granted an irrevocable power of attorney, coupled with an interest, to contract for routine maintenance and other services not required to be provided by the Association, but the cost of which would be assessed to that Owner as an individual Lot Assessment. The Association may also act as an agent for an Owner, but is not obligated to, contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Lot Assessment; for the purpose of exercising this agency, each Owner does grant an irrevocable power of attorney to the Association, which is a power coupled with an interest, and the Association in that capacity may act on behalf of, and as said Owner's agent and attorney-in-fact to accomplish the authority intended as set forth in the first part of this sentence. The terms and conditions of all such contracts as are entered into pursuant to this Section 5.3 shall be at the discretion of the Association Board.

5.4 Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

5.5 Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners of Lots in the Property, with the exception of Declarant for so long as Declarant remains a Class B member of the Association. Class A members shall be entitled to one vote for each Lot owned in the Property. When more than one person holds an interest in any Lot, all such persons shall be a member, but the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Corporations, limited liability companies, partnership and other entities shall notify the Association of the natural person who shall be considered a member of the Association for the purpose of exercising its vote; such entities shall provide such evidence of appointment and authority as the Board of Directors of the Association may require.

Class B: There shall be one (1) Class B member of the Association and the Class B Member shall be Declarant. Declarant, as the Class B Member, shall be entitled to three (3) votes for each Lot owned in the Property. The Class B membership shall cease and be converted to Class A membership no earlier than five (5) years after

the date of recordation of this Declaration with the Clerk of Court of Lafayette Parish, Louisiana (except with the express written consent of Declarant); but, thereafter such Class B membership shall terminate ninety (90) days after the first to occur of the following:

(a) ninety (90) days after the date as of which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(b) twenty-five (25) years after the recording of the Declaration shall have elapsed; or

(c) the date as of which the Class B member elects in writing to become a Class A member

In no event, however, shall the Class B membership terminate earlier than five (5) years from the date of the recordation of the Declaration, unless it terminates pursuant to the Class B member's election to become a Class A member.

5.6 Board of Directors.

a. Initial Composition. The Association Board shall have at least three (3) directors each of whom shall serve a one-year term or until their successors are duly elected and qualified. The Association Board shall initially consist of three (3) persons each of whom shall be appointed by Declarant. The initial members of the Association Board are Jeannine L. Holden, Allison A. Ramsay and Dwight S. Ramsay. Notwithstanding anything to the contrary contained herein, when at least twenty (20) Lots have been conveyed to Owners other than Declarant and while Declarant is a Class B member of the Association, the Class A membership of the Association shall be entitled to vote and elect one (1) member of the Board of Directors of the Association, and the remaining members of the Board of Directors of the Association shall be selected by the Class B member of the Association.

b. After Class B Termination. Upon termination of the Class B membership of the Association as provided in this Declaration, the Association Board shall be elected as provided in the Association Articles and the Association Bylaws.

c. Compensation. Directors of the Association shall receive no compensation for their services unless expressly provided for in resolutions adopted by the members of the Association, but may be reimbursed for expenses when approved by the Association Board.

5.7 Additional Provisions. Additional provisions concerning the operation of the Association and the Association Board are contained in the Association Articles and the Association Bylaws.

5.8 Community Meetings.

a. When Called. A Community Meeting shall be called annually for the election of directors to serve on the Association Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Association Members.

b. Quorum. Voting at a Community Meeting requires presence or proxy of members representing the percentage of votes established by the Association Board as necessary to transact business. The Association Board may revise this percentage from time to time, but in no event shall the required percentage be less than 25% or more than 50%, unless otherwise required by statute. Notwithstanding any inference herein to the contrary, until termination of Class B membership, presence of the Class B member at a Community Meeting and a quorum of a Class A membership shall be required in order for the membership to be entitled to effectively vote on any issue brought before the Association's membership at any Community Meeting.

c. Notice. Notice of any meeting of the Association Members must be given to the Association Members at least ten (10) days but not more than thirty (30) days before the meeting, except in an emergency when whatever notice is reasonable, in the sole discretion of the Association Board, shall be given.

5.9 Action without Meeting. If permitted by the Association Board, the membership may approve any matter (specifically including the election of directors) by written consent without a meeting, without prior notice and without a vote; provided, however, such consent shall be required to be given in writing and signed by the percentage of the members of the Association, as required by this Declaration, the Association Articles or the Association Bylaws, and by Declarant as the Class B member wherever approval by the Class B member is required. Consents shall be in accordance with the Association Bylaws and any applicable statutes.

5.10 Association Board Meetings.

a. Association Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Association Board has been delegated the power, and shall have the authority to act on behalf of the Association under this Declaration, and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons. All consents, approvals, elections and other action authorized herein to be taken or given by the Association shall require only the approval of the Association Board, with the exception of those decisions that are expressly reserved to Association members. If a quorum is present at the meeting of the Association Board, all decisions of the Association Board shall be made by a vote of the majority of the directors present at such meeting, with the exception of those cases where a greater vote is required either by law or by the Articles of Incorporation of the Association.

b. Quorum. Voting at an Association Board meeting requires presence of at least one-half of the directors, in person or by telephone conference or, if allowed by state law, by proxy. If not prohibited by law, any action required to be taken by vote of the Association Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the directors of the Board of Directors of the Association at any Community Meeting.

5.11 Record Keeping. The Association Board shall keep records of all meetings, both of the Association Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any member of the Association.

5.12 Notice of Status of Member. With the exception of those Owners who acquire title to a Lot from Declarant, each Owner shall, upon acquiring title to a Lot, immediately (a) give written notice to the Association at its registered office that he/she/it has acquired ownership of a Lot, and (b) shall include with such notice a copy of the cash sale, deed or other instrument pursuant to which such Owner acquired title to a Lot. The Association Board and the Association shall be entitled to rely on its records for the purpose of determining the identity and address of Association Members, as of the date any notice is to be given or any decision is to be made. There is no obligation on the part of the Association to check the records of the Clerk of Court of Lafayette Parish, Louisiana ("Clerk of Court") at any time for the purpose of determining the identities of the Owners of Lots. Although the Association may, on occasion check the records of the Clerk of Court for the purpose of identifying Owners of Lots, such actions shall not be considered as creating any obligation on the part of the Association to check the records of the Clerk of Court at any time thereafter for the purpose of determining the identities of the Owners of Lots. The records of the Association, for the purposes of identifying members entitled to notice of any meeting of Association Members, shall consist of (i) the cash sale, deeds or other instruments pursuant to which Declarant initially transferred title to Lots, and (ii) those notices given to the Association pursuant to the requirements of the first sentence of this Section 5.12.

5.13 Effective Date of Ownership for Purposes of Notice. Members shall be considered as having been duly and properly given notice, if given to those persons entitled to notice based on the records of the Association as described in Section 5.12 as of the date any notice is given of said meeting.

5.14 Association Budget.

a. Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Association Board selects a different fiscal year.

b. Budget Items. The budget for the Association shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Association Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Lots by a governmental authority with taxing power for ad valorem property taxes or any other taxes, the Association shall include such taxes as part of the budget and shall pay all such taxes. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

c. Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget, which may become necessary during the year, shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the members of the Association. If the reserves are inadequate for any reason, including nonpayment of any member's assessment, the Association Board may at any time levy and collect an emergency assessment in accordance with the provisions contained herein for Special Assessment. If there is an excess of reserves at the end of the fiscal year and the Association Board so determines, in its discretion, the excess may be (i) maintained in the reserve account for future application, (ii) returned on a prorata basis to all members of the Association as of the date of such decision to refund such excess of reserves, who are current in payment of all assessments due the Association, or (iii) used to reduce the following years assessments; the Association may rely on its records as identified in Section 5.12 in determining the names and addresses of Association Members as of the date of any refund of excess reserves.

d. Preparation and Approval of Annual Budget.

(i) Budget. At least one month before the end of the preceding fiscal year, the Association Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Association Board shall send to each Association Member a copy of the budget in reasonably itemized form which shall include the amount of General Assessments payable by each Association Member and the amount of any proposed Special Assessment. Notwithstanding the abrogation of the Original Subdivision Declaration by this Declaration, the budget for the fiscal year ending December 31, 2016 shall remain in full force and effect.

(ii) Association Member Approval. In the event, and only in the event that the General Assessments are to be increased to greater than 125% of the previous year's General Assessments, and at least 10% of the Association Members request review within thirty (30) days after the budget is delivered to the Association Members, the Association Board shall call a Community Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Association Members. If the budget is rejected, the Association Board shall approve a new budget within ten (10) days and send a copy to each Association Member.

e. Effect of Failure to Prepare or Adopt Budget. The Association Board's failure or delay in preparing or adopting the annual budget for any fiscal year shall not waive or release an Association Member's obligation to pay General Assessments whenever the amount of such assessments are finally determined. In the absence of an annual Association budget, each Association Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

f. Capital Improvements. Any substantial capital improvement to the Commons approved by the Association Board must be ratified by (i) the Class B Member (so long as such Class B membership exists) and (ii) a majority of the Association's Class A members. If the substantial capital improvement is approved as provided herein, the Association Board shall determine whether it shall be paid from the General Assessment or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six (6%) percent of the Association's annual budget, or if, when added to other capital improvements for the fiscal year in question, totals more than ten (10%) percent of the Association's annual budget; notwithstanding any inference to the contrary, any repair or replacement of existing improvements shall not be considered a capital improvement. Construction of all capital improvements are subject to the prior review and approval of the Architectural Control Committee. Notwithstanding the foregoing, this paragraph shall not limit the right of Declarant to make improvements to the Commons.

VI. Assessments

6.1 Obligation for Assessments. Declarant for each Lot owned within the Property, from time to time, hereby covenants, and each Owner of any Lot, by acceptance of the title to any such Lot by a cash sale, deed or other transfer instrument, whether or not it shall be so expressed in such cash sale, deed or other transfer instrument, is deemed to covenant and agree to pay to the Association the following (to be collectively referred to as "Assessments"):

(a) "General Assessment" for expenses included in the Association's budget and for such other purposes as are provided in this Declaration,

(b) "Special Assessment" for the purposes provided in this

Declaration, and

(c) “Individual Lot Assessment” for the purposes provided in this Declaration,

together with interest at a rate of twelve (12%) from that date which is ten (10) days after each payment of an Assessment is due, and all costs of collection, if any, including a reasonable attorney’s fee whether or not suit is brought or otherwise filed. Upon default in the payment of any one or more installments, the Association Board may accelerate the entire balance of such Assessments, which shall be declared immediately due and payable in full.

6.2 Equitable Division of Assessment. General Assessments and Special Assessments shall be assessed equally among all Lots. If an Owner combines two (2) Lots or parts of Lots, with appropriate approval to so combine said Lots, and uses them as a single Lot, the Association may (but is not required to) assess them as a single Lot in accordance with regulations consistently applied. In the event the Association agrees to assess two (2) Lots, or parts of Lots, as a single Lot as authorized under this Section 6.2, the Owner(s) of such Lots, or portions of Lots, shall have only one (1) vote, with respect to said Lots or parts of Lots, as an Association Member, when voting on matters that are required to be voted on by the Association Members. It is understood that the Association is not required to make the same decision on any requests submitted to it pursuant to this Section 6.2.

6.4 General Assessments.

a. Establishing by Association Board. The Association Board shall set the date or dates General Assessments become due and may provide for collection and payment of assessments annually or in monthly, quarterly or semiannual installments.

b. Date of Commencement. General Assessments in effect at the time of this Declaration shall continue until January 1, 2017 (the “Commencement Date”). The initial Assessment on any Lot subject to assessment may be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share based on the total number of Lots within the Property of the General or Special Assessment charged to each Lot, prorated to the day of closing. Notwithstanding the foregoing, the Declarant shall not be responsible to pay any General Assessment, Special Assessment, Individual Assessment or Emergency Assessment but the Declarant shall cooperate with the Association to maintain the Lots owned by the Declarant in accordance with the terms of this Declaration.

c. Discretion of Association Board. When determining the General Assessment due from each Lot Owner, the Association Board may, in its sole discretion, but is not obligated to, distinguish among Lots on which Dwellings have not been constructed, lots on which Dwellings have been constructed and Lots on which Dwellings are in the process of being constructed.

d. General Assessment. As of the Effective Date, the General Assessment due from the Owner of each Lot is \$60.00 per month, payable in advance for the period beginning with the Commencement Date through and including December 31, 2017. Further provided, the current \$60.00 monthly General Assessment shall be paid as follows: \$35.00 shall be paid to the Association, and \$25.00 shall be paid directly to Golf d'Allie at the Farm, LLC as a sewage assessment. Notwithstanding the foregoing, the General Assessment for unimproved Lots shall be \$10.00 per month, with the \$35.00 charge being payable upon commencement of construction and the \$25.00 sewage charge being payable upon completion of construction. The General Assessment may be hereafter modified without amending this Declaration. General Assessments for each calendar year shall be due and payable on or before the fifteenth day of January each calendar year.

6.5. Special Assessment. In addition to the General Assessment, the Association Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

a. Capital Improvements. Any substantial capital improvement which has been approved in accordance with this Declaration and the Association Articles and Association By-laws; or any capital improvement not required to be approved by the Association Members may be paid by Special Assessment.

b. Emergency Assessment. By a two-thirds (2/3) vote, the Association Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including but not limited to, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

c. Discretion of Association Board. When determining the Special Assessment due from each Lot Owner, the Association Board may, in its sole discretion, but is not obligated to, distinguish between Lots on which Buildings have not been constructed, Lots on which Buildings have been constructed and Lots on which Buildings are in the process of being constructed.

6.6 Individual Lot Assessments. Individual Lot Assessments are defined to be an amount assessed to, and due from, an Owner of a particular Lot(s) for charges relating only to that Lot(s) including, but not limited to those assessments levied by the Association against an individual Lot(s) for any cost or expense which is incurred by the Association on behalf of an particular Lot or Lot Owner in connection with this Declaration or as a result of any action or inaction of any such Owner in connection with this Declaration including, but not limited to any such Owner's use of the Commons, maintenance of any Lot or Lots or Improvements owned by such Owner and any other responsibility or obligation of any such Owner arising out of this Declaration.

6.7 Effect of Nonpayment of Assessment; Remedies.

a. Personal Obligation. All Assessments, together with any interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

b. Creation of Lien. The Assessment Charge shall also be an encumbrance on the land and shall be a continuing lien upon the Lot against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This encumbrance and lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recordation of the claim of lien and prior to the entry of final judgment of foreclosure. Any subsequent Owner of the Lot shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. The Association may, in its sole discretion, but without any obligation to do so, notify any person in whose favor a mortgage or other lien has been granted with respect to any Lot whenever the Association files a claim or lien with the appropriate authority pursuant to this Section 6.6.

c. Suit for Payment; Foreclosure of Lien. To collect unpaid Assessment charges, the Association may bring an action at law against the Owner personally obligated to pay the Assessment charge(s), or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

d. Priority of the Lien to Mortgages. The lien of the Assessment Charge shall be superior to any mortgage, lien or encumbrance of any mortgage irrespective of when the lien of the Assessment Charge is filed with the Clerk of Court.

e. Other Remedies. The Association Board shall have the right to assess fines up to a maximum of \$10.00 per day, and to suspend the voting rights and right to use the Commons (except for use of any private street within the Property) by an Owner for any period during which any Assessment against the said Owner's Lot remains unpaid.

f. Certificate of Payment. The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Association Board stating whether any Assessments are owed by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

VII. Use of Individual Lots

7.1 Owner's Responsibility. Each Owner shall keep all parts of his Lot in good order and repair and free from debris and all grass, trees, shrubs, plants and landscaping of all Lots shall be properly maintained by each Owner at all times. In the event any Owner does not fulfill the obligations set forth herein, the Association may take such actions as is necessary to bring such Lot into compliance with the requirement of this Declaration and shall have the right to levy an Individual Lot Assessment for all costs and expenses incurred in connection with any action(s) taken by the Association, including but not limited to cutting grass, pruning trees, tree removal, or debris removal from any Lot.

7.2 Permitted Uses.

a. Lots. Lots may not be used for any purpose other than a residential use. Other uses, such as certain home occupations which, in the sole discretion of the Architectural Review Committee, do not generate significant traffic, may be permitted by the Architectural Review Committee.

b. Renting. Dwellings may be rented, subject to reasonable rules and regulations, as promulgated by the Association Board, which may be modified from time to time by the Association Board. No rule or regulation may limit the length of leases. No Dwelling shall be rented to any more than one (1) person or one Single Family Unit (as hereinafter defined) at any one time.

c. Occupancy. In the absence of written approval of the Association Board, all Occupants (as hereinafter defined) of a Dwelling must comprise a Single Family Unit (as hereinafter defined). For purposes of this Subpart c., "Occupant" shall mean any, person who stays overnight in a Dwelling for more than seven (7) days (whether or not consecutive) in any one (1) calendar year and "Single Family Unit" shall mean one or more persons related by blood, adoption or marriage, or not more than two unrelated persons, living and cooking together as a single housekeeping unit.

d. Compliance With Law. No use shall be made of, nor any actions taken on, any Lot which is any violation of any law, ordinance or regulation applicable to the geographical area within which the Lot is located.

7.3 Prohibited and/or Restricted Uses; Other Obligations. The following, which may be in addition to what may be provided pursuant to the Rules and Regulations of the Association and the Design Code, constitute prohibited conduct and/or uses within the Property (including without limitation the Lots and the Commons):

a. Nuisances, Unlawful Use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any Lot or the Commons. All laws, building codes, orders, rules, regulations or requirements of any

Government Authority having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Association, as applicable.

b. Insurance. Nothing shall be done or kept on any Lot or the Commons which will increase the rate of, or result in cancellation of, insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. This prohibition shall not prohibit the usual and customary activities associated with residential use of a single family Dwelling.

c. Soliciting. No soliciting will be allowed at any time within the Property.

d. Time-Sharing. No time-share ownership of any Lot or Improvement is permitted without Declarant's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Lot or Improvement under which the exclusive right of use, possession or occupancy of the Lot circulates among the various owners on a periodically reoccurring basis over a scheduled period of time.

e. Miscellaneous Prohibitions and Rules. Except for the activities of Declarant in connection with development of the Property and activities in connection with the construction, installation, repair, alteration and maintenance of water, sewer, drainage, natural gas, electrical, telephone and communication, and cable television lines and facilities within the Utility Easements, drainage servitudes and other servitudes herein established or authorized, the following restrictions shall apply within the Property:

(i). Animals. The maintenance, keeping, boarding and/or raising of animals (including without limitation thereto all dogs, cats, livestock, bird, poultry, snakes and reptiles) of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Improvement constructed on a Lot, except that this shall not prohibit the keeping of no more than three (3) dogs, no more than three (3) cats and caged birds (provided that such birds are kept indoors at all times) as domestic pets provided they are not kept, bred or maintained for commercial purposes and are kept in accordance with such Rules and Regulations of the Association. This provision shall not restrict the Association Board from prohibiting the keeping of specific breeds of dogs, cats, birds or other specific animals, within any part of the Property, where the Association Board determines that the keeping of such animals within the Property is a safety risk.

(ii). Antennas. No exterior radio, television, satellite or communication antenna, aerial or dish shall be erected or maintained within the Property without the prior, written approval of the Architectural Review Committee; variances should only be granted where (i) cable television service is not available to the Property and (ii) the Architectural Review committee, in its sole discretion determines that the proposed antenna, aerial or dish will not be visible from a street or another Lot. No

amateur or "ham" radio transmitters shall be operated within the Property without the prior, written approval of the Architectural Review Committee.

(iii). Burning or Storage of Trash. No burning of any trash and no accumulation or storage litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot; provided, however, that the storage of building materials, equipment and scrap materials and waste generated in connection with construction of Improvements shall be permitted on a Lot during periods of work on the Lot if stored neatly.

(iv). Construction Requirements, Landscaping Requirements. No Improvements shall be constructed and no landscaping or other work performed on any Lot except in compliance with this Declaration and the Design Code, except for matters as to which a written variance has been granted by the Architectural Review Committee.

(v). Division of Lots. No Lot shall be divided or subdivided and no portion of any Lot other than the entire Lot shall be transferred or conveyed for any purpose except by Declarant or with the prior, express, written approval of the Architectural Review Committee. This shall not be construed to prohibit the granting of any servitude and/or right-of-way to any Governmental Authority, public utility, or to the Association or Declarant.

(vi). Fences and Walls. Fences and walls must be built of either ornamental iron or brick, shall be constructed, painted or otherwise surfaced in accordance with the Design Code, and shall be kept neat and attractive and in good repair. No fence or wall shall be built without the prior, express approval of the Architectural Control Committee. All fences shall be maintained so as not to detract from the general appearance of the Property. On any Lot having a portion of any perimeter wall constructed by Declarant upon the Lot, the Owner(s) of such Lot will be responsible for maintaining that portion of the wall which is upon the Lot in good condition and repair.

(vii). Interferences with Servitudes and Drainage. No Improvements, other than driveways, sidewalks, walkways, mailboxes, fences, walls, retaining walls, and gas and water meters, and no other obstruction shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities or passage or drain, or obstruct any drainage ditch or channel. Notwithstanding any inference herein to the contrary, driveways, sidewalks, walkways, mailboxes, fences, walls, retaining walls, and gas and water meters may only be constructed and/or installed on a Lot in accordance with the requirements of the Design Code and this Declaration.

(viii). Landscaping. Landscaping is required on any Lot on which a Dwelling has been constructed except that no grass, trees, shrubs, hedges or other plants shall be planted or allowed to grow on any Lot except in compliance with this

Declaration and the Design Code. All landscaping on any lot shall be subject to the prior approval of the Architectural Review Committee.

(ix). Maintenance. No Lot (whether or not any Dwelling has been constructed on the Lot), and no Dwelling or other Improvements which are located upon a Lot, shall be permitted to fall into disrepair; and, each such Lot and all such Dwellings and other Improvements, and all lawns and other landscaped areas, shall be kept neat and maintained, in good condition and repair consistent with any requirements set forth in any of the Design Code, this Declaration and the Rules and Regulations of the Association. Each Owner shall keep neat and maintain in good condition and repair that portion of any Common Road right-of-way servitude i.e., that portion of the right-of-way between the edge of the Common Road curb and the Owner's boundary line(s) that is immediately adjacent to (whether in front of or alongside) the Owner's Lot. The opinion of the Architectural Review Committee as to the acceptability of such conditions shall be final; the Architectural Review Committee may delegate, in its sole discretion, its authority under this provision.

(x). Mineral and Mining Activity. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for, producing or removing oil or other hydrocarbons, minerals, gravel or earth except in the case of soil borings in connection with soil analysis for foundation design, provided, however, that offsite exploration for or production of oil, gas or other minerals lying beneath the surface of a Lot through directional or horizontal drilling methods or otherwise shall be allowed if such directional and horizontal drilling does not penetrate or otherwise disturb any portion of the earth within 1,000 feet of the surface of any Lot.

(xi). Movable Structures and Outbuildings. No structure of any type, Dwelling or otherwise, shall be moved on to any Lot on the Property except as may be expressly approved by the Architectural Review Committee. No structure of a temporary character and no trailer, tent, shack, barn, stable, coop, cage, storage building or shed shall be erected, used or maintained on any Lot at any time without the express, prior, written approval of the Architectural Review Committee, provided, however, the foregoing restriction shall not prohibit the use and maintenance of those temporary structures necessary during the construction of any Improvements. No such structure, trailers or the like shall be utilized for residence purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of construction.

(xii). Noise. No exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying devices other than security devices used exclusively for security purposes shall be located, used or placed on any Lot or Dwelling in such manner that the sound emitted therefrom may be heard on any other Lot. No noise shall be permitted to exist or operate upon any Lot that may be a nuisance to any other Owner or resident.

(xiii). Noxious, Hazardous or Offensive Activity. No noxious odors shall issue or emanate from any Lot. Nothing shall be done which may be or become unsafe or hazardous or an annoyance or nuisance to any Lot or Owner or resident.

(xiv). Pipes, Cables and Lines. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed, placed or maintained above the surface of any Lot except where approved by the Architectural Review Committee as reasonably necessary for connection to an Improvement or for access for repair or maintenance. The Rules and Regulations of the Association may prescribe rules relative to hoses that are authorized for normal lawn maintenance.

(xv). Sewerage Disposal Systems. No individual sewage disposal systems will be permitted. All Improvements constructed on the Property shall be connected to sewer line laterals servicing each Lot from the sewer lines located within Utility Easements within the Property.

(xvi). Incinerators. No incinerator shall be kept or maintained on any Lot.

(xvii). Vehicles and Other Equipment. None of the following may be kept or stored within the Property: (a) junk or abandoned vehicles (b) commercial vehicles other than company automobiles provided for personal use, (c) pickup trucks except those used in connection with an Owner's or a resident's trade or occupation, (d) trailers, (e) tractor-trailers, (f) motor homes and recreational vehicles, (g) camp trucks, (h) house trailers, (i) boat trailers, or other machinery or equipment of any kind of character (except for such equipment as may be reasonable, customary and usual in connection with the use and maintenance of any Improvements located upon the Property and except for such equipment and or machinery as the Association may require in connection with the maintenance and operation of Association property). No repair, maintenance or restoration of automobiles or other authorized vehicles (except for bona-fide emergencies) may be carried out on any Lot or at any location within the Property unless and except to the extent such repair, maintenance or restoration can be accomplished inside an enclosed Garage with all doors to the said Garage closed. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed Garage.

7.4 No Club Membership; Trespass.

(a) No Lot Owner shall, by virtue of such Ownership, be considered a member of the Farm d'Allie Golf Club, nor shall any such Owner have any right whatsoever to access or use the Farm d'Allie Golf Club, including the golf course. Unauthorized access to or use of property belonging to Farm d'Allie Golf Club shall constitute a trespass. Lot Owners may avail themselves of the use of Farm d'Allie Golf

Club to the same extent, and upon the same conditions (including rates for use thereof), as non-Lot Owners.

(b) The use of privately owned golf carts on property belonging to Farm d'Allie Golf Club, including by Lot Owners, is strictly prohibited.

VIII. Insurance and Repair

8.1 Review of Coverage. The Association Board shall review limits of coverage for each type of insurance maintained by the Association at least once each year.

8.2 Casualty Insurance. The Association Board may obtain and, if additional Commons with significant insurable improvements are added to the Property, shall be required to obtain and maintain, casualty insurance on the Commons for fire damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the coinsurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Commons.

8.3 Public Liability. The Association Board may obtain public liability insurance in such limits as the Association Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Commons. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Association Board or other Owners.

8.4 Director Liability Insurance. The Association Board may obtain liability insurance insuring against personal loss for actions taken by members of the Association Board and advisory members in the performance of their duties. Such insurance shall be of the type and amount determined by the Association Board in its discretion.

8.5 Other Coverage. The Association Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Association Board may determine or as may be requested from time to time by a majority vote of the Members.

8.6 Lot Coverage. Each Owner shall obtain casualty insurance for Improvements on his/her Lot. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurance value (based upon replacement) of the Improvements constructed on the Lot. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

8.7 Commons. If fire or other casualty damages or destroys any of the Improvements on the Commons, the Association Board shall arrange for and supervise the prompt repair and restoration of the improvements ("Redevelopment"). The Association Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

8.8 Lot Improvements. If fire or other casualty damages or destroys a Building or any other Improvements on a Lot, the Owner of that Lot shall immediately proceed to rebuild and restore the Improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Architectural Review Committee.

IX. Miscellaneous

9.1 Amendment.

a. By Members. Except as stated elsewhere in this Declaration (including but not limited to subparts b. and f. of this Section 9.1), this Declaration may be amended at any time by the affirmative vote of two-thirds (2/3) of all Association Members; such amendment shall be evidenced by an instrument signed by the president or vice-president and secretary of the Association, certifying approval in writing by two-thirds (2/3) of the total votes. Rights reserved to Declarant may not be amended without the specific consent of Declarant. It is expressly stated that any supplemental declaration may, without any approval of the Association Members add, modify or otherwise supplement provisions of this Declaration, as originally filed or as same may be subsequently amended, and which will effectively (i) change (whether through increasing, lessening or otherwise) any or all restrictions on use, which would otherwise be applicable to property added to the Property pursuant to a supplemental Declaration including without limitation thereon all such restrictions contained in Article VII, but such changes shall only relate to and effect the Lots and other property added to the Property pursuant to a supplemental declaration, and (ii) change (whether through increasing, lessening or otherwise) any or all building restrictions and/or other covenants, which would otherwise be applicable to property added to the Property pursuant to a supplemental declaration including without limitation all such building restrictions and/or covenants contained in the Design Code and in the Declaration, but such changes shall only relate to and effect the and other property added to the Property.

b. By Declarant. Notwithstanding any statement or inference to the contrary in this Declaration, Declarant specifically reserves and has the absolute and unconditional right, so long it is the Class B Member, to amend this Declaration without the consent or joinder of any party or any Class A Member, (i) to conform to the requirements of the Federal Home Loan Mortgage, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, (ii) to conform to the

requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors or (iv) to add by supplemental declaration, additional property to the coverage of this Declaration, or (v) to modify the Design Code or otherwise amend any other restrictions contained herein.

c. Limitation. Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the total votes of the Association Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.

d. Recording. Any amendment to this Declaration shall take effect upon recording in the records of the Clerk of Court of Lafayette Parish, Louisiana.

e. Effective Date of Amendments. Notwithstanding any inference herein to the contrary, no amendment or modification of this Declaration shall affect or bear on the construction of Improvements within the Property to the extent that such Improvements have been constructed prior to the adoption of such modification or other amendment; but such modifications and changes shall be effective with respect to any alterations or other additions to Improvements constructed after the date of such amendments or modifications to this Declaration. Amendments and modifications to this Declaration shall be effective with respect to any conduct within the Property, or use of Lots, including without limitation thereto any conduct or use occurring prior to such amendment or modification, and whether or not such conduct or use is continuing at the time of such amendment or modification.

f. Modification of Design Code. The Declarant so long as the Declarant is a Class B Member of the Association, may, subject to any applicable zoning, revise any part of the Design Code from time to time, for such reason that the Declarant may deem necessary or appropriate, including, but not limited to any of the following reasons:

(i) to make changes the Declarant or Architectural Review Committee, respectively has determined will better accomplish the Purposes;

(ii) to adjust for market conditions so as to improve the value of all or some of the Lots; or

(iii) to recognize changing land use conditions over time, both from within and outside the Property.

At such time that the Declarant is no longer a Class B Member of the Association, the Architectural Review Committee may modify the Design Code for any of the reasons set forth in sub-sections f (i), (ii) or (iii) above.

9.2 Duration: Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Property and shall inure to the benefit of and be

enforceable by Declarant, the Association, and all Owners of property within the Property, their respective legal representatives, heirs, successors or assigns for twenty years, and shall be automatically extended for each succeeding ten year period unless an instrument signed by Owners representing ninety percent (90%) of the votes of all Association Members shall have been recorded, agreeing to terminate the Declaration as of a specified date. This Declaration may also be terminated in any of the following ways:

a. Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners.

b. Dedication of Commons. The Declaration may be terminated by consent in writing by Association Members representing two-thirds (2/3) of the votes of all Association Members, if the Commons have been accepted for dedication or taken by eminent domain by a Government Authority (except that Alleys or footpaths between two Lots may be divided evenly between the adjacent Lot Owners in accordance with the provisions of this Declaration).

9.3 Association's Legal Fees. Any and all costs, including but not limited to reasonable attorneys' fees and court costs, which may be incurred by Declarant or the Association in the enforcement of any of the provisions of this Declaration, whether or not a claim is made in arbitration or a suit is brought shall be assessed as an Individual Lot Assessment to the Owner against whom such action was taken.

9.4 Use of Materials or Components. The use of any material or components as indicated within the Design Code or this Declaration shall be solely at the risk of the Owner of a Lot and shall import no liability to the Association or Declarant or their assigns. The materials listed in the Design Code or in this Declaration are not intended to constitute or otherwise create any representations, guarantees, or warranties to any party in relation to the structural integrity or adequacy when used for any component of Improvements. It shall be the responsibility of the Owner, or other proposer, when considering usage of any material on any project within the Property to have an independent review and evaluation of the adequacy of any component or element contained herein to assure their acceptability for the intended end uses.

9.5 Written Consents of Members of the Association in Absence of Meeting. Whenever the vote of the Association Members is required to authorize or constitute action by the Association, the consent in writing to such action signed only by those members of the entity whose authority or other decision is sought, holding that proportion of the membership interest that is required by law, the Association Articles, Association By-Laws or this Declaration (whichever provides the applicable voting requirements) to take such action shall be sufficient for the purposes of obtaining such authority or decision, without the necessity for a meeting of the members of that particular entity.

9.6 No Waiver. The waiver by any party of a breach of any provision of this Declaration, the Design Code or the Rules and Regulations of the Association, shall not

operate or be construed as a waiver of any subsequent breach of that provision by any party. Failure to enforce any provision of this Declaration, the Design Code or the Rules and Regulations of the Association, shall not be deemed a waiver or abandonment of the right to do so at any time thereafter and shall not operate or be construed as a waiver or abandonment of the right to enforce such provision at a later date, even if under identical circumstances and even if involving the same parties.

9.7 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand-delivered to the Lot and, if different, to the last known address of the person who appears as Owner of the Lot as that address is stated on the records of the Association, at the time of the mailing. The date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be the date of the giving of any notice of change of address.

9.8 Gender and Number. The use of the masculine gender in this Declaration shall be deemed to include the feminine, or neuter, and the singular shall include the plural, wherever the context so requires.

9.9 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Louisiana.

9.10 Validity. If any one or more of the provisions (or any part thereof) of this Declaration, the Design Code or of the Rules and Regulations of the Association, shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby and the balance of this Declaration, the Design Code and the said Rules and Regulations of the Association shall remain in full force and effect. If any provision, or subpart of a provision, of this Declaration is for any reason and at any time determined to be invalid, illegal or unenforceable (a) it is expressly stated that such determination shall be applicable only to the parties involved in the arbitration or court proceeding in which such determination has been rendered, and then only to the particular facts and circumstances presented to the arbitrator(s) or court; (b) where a provision is determined to be invalid, illegal or unenforceable because it is determined to be excessively broad, the court arbitrator(s) making that determination are requested and authorized, where reasonably possible, to reform the subject provision by declaring it limited and reduced to make it compatible with applicable law; and (c) the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible to declare that provision or subpart reformed so as to eliminate only the portion of same which is determined to be invalid, illegal or otherwise unenforceable, so that the balance of said provision is allowed to remain in full force and effect.

9.11 Owner's Acceptance. By accepting title to any of the Lots or other property included now, or in the future, within the Property, each Owner agrees that he accepts title to said Lot or other property subject to the terms, provisions and acknowledgements of: (a) this Declaration, (b) the Design Code, (c) any Rules and Regulations of the Association that may be subsequently adopted, from time to time, by

the Association or the Association Board, and all modifications thereto, and (d) any future amendments to this Declaration and/or the Design Code adopted pursuant to the terms and provisions of this Declaration.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first above written, before the undersigned competent witnesses, and the undersigned Notary Public.

WITNESSES:

Emily Wilkerson

Name: Emily Wilkerson

Rachel Aucoin

Name: Rachel Aucoin

DECLARANT:

**GOLF D'ALLIE AT THE FARM
L.L.C.**, a Louisiana limited liability
company

By: Allison Ramsay
Allison A. Ramsay
Managing Member

Linda G. Landry
NOTARY PUBLIC

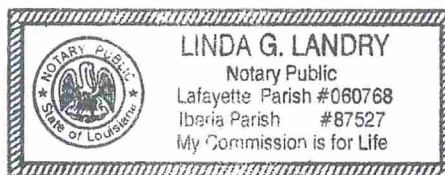


EXHIBIT A – Design Code

NOTARY ATTEST TO SIGNATURES ONLY
AND NOT THE CONTENTS OF THE DOCUMENT

EXHIBIT "A"

GOLF D'ALLIE AT THE FARM DESIGN CODE

I. Approval of Plans for Buildings, Alterations and Other Improvements.

A. Residential design guidelines are set forth to preserve the standards and ideas on which the master plan of the subdivision was conceived. The architectural design principle is that every dwelling unit must be in harmony with other units in the subdivision and its natural surroundings. Form and construction, colors and materials must all present a minimum of contrast with the existing landscape.

Each Owner is encouraged to develop and utilize his own property in an imaginative and tasteful manner. Dwellings may be sited and constructed in that particular style, design, and quality that suit each Owner, subject to the Declaration and, in particular, this Golf d'Allie at the Farm Design Code (the "**Design Code**"). Design standards are important to enhance and preserve the subdivision's beauty.

B. No Building, Dwelling, alteration, Fence, wall or other Improvement shall be erected or placed on any Lot, nor shall any construction be commenced thereon until plans for such Building, Dwelling, alteration, Fence, wall or other Improvement have been submitted to and approved by the Architectural Control Committee.

Any plans for alterations to the exterior of any Building, Dwelling or Improvement shall be approved by the Architectural Control Committee prior to commencement of the alteration.

II. Exterior Building Materials and Colors. Building plans must include the type of exterior materials used on walls, shutters, doors, windows, columns, overhangs, fascia, gutters, roofing, and fencing, and the colors of these items. The following minimum criteria shall apply, except where a waiver is granted by the Architectural Control Committee:

A. No vinyl or metal siding shall be permitted except for vinyl located upon soffits, fascia, the overhead of porches, garages or carports. The Architectural Control Committee may approve the limited use of vinyl siding on dormers where the same does not detract from the purposes set forth herein.

B. Roofing materials shall be slate, clay tile, architectural fiberglass, twenty (20) year roof shingles, prepainted standing seam metal, and R panel and M panel roofing, but not corrugated tin.

C. A minimum of seventy (70%) percent of the exterior walls of all Buildings shall be composed of brick, brick veneer, hardiplank, stucco or "dryvit" wall system or equal or better similar system.

D. No metal chimneys shall be permitted unless enclosed with approved exterior building materials.

E. Buildings must be of slab construction and shall not be constructed on piers unless the Architectural Control Committee shall waive in whole or in part the provisions hereof.

III. Fences.

A. Only Fences or walls approved by the Architectural Control Committee and/or constructed in advance by the Association may be installed on Lots within the subdivision. Small privacy areas, such as atriums or patios, may be fenced if shown on the Plans and Specifications and approved by the Architectural Control Committee. No Fences may extend in front of the building setback line unless approved by the Architectural Control Committee. Whenever a Fence or wall by the nature of its construction and materials has a more attractive side, the more attractive side must face outward toward common areas and/or streets. Any gates or doors that face toward any Commons area shall open inward only. No Fence or wall serving the purpose of a Fence situated anywhere upon any lot shall have a height greater than six (6) feet above the finished grade surface of ground upon which the said fence or wall is situated unless a greater height is approved by the Architectural Control Committee. Fences shall be kept properly maintained and in good repair. Owners of lots that have Fences thereon that were constructed by the Developer shall be responsible for the repair, maintenance and/or replacement of that portion of the Fence on their lot using materials that are the same as, or as closely compatible as possible to the original fencing materials. Owners of all perimeter lots shall be responsible for maintenance and repair of the portion of the Fence installed by the Developer on their Lot.

B. Fences and walls shall not be allowed along Lot lines fronting upon the Farm D'Allie Golf Course. Notwithstanding the foregoing, low masonry walls not to exceed four (4') feet may be installed by the Lot Owner along such Lot lines.

IV. Mechanical and Other Equipment.

A. To preserve the visual integrity of the subdivision, mechanical equipment should not be visible from the Street but enclosed behind a Fence or wall of the same construction and materials as the house or building which the equipment serves. For sites with Common Drives, mechanical equipment and utility boxes should be located near and readily accessible from these Alleys.

B. Electric and gas company meters or boxes, telephone company boxes, and waste bins shall be located within the auto court or driveway or accessible from a Common Drive.

C. Air conditioning compressors, electric and gas meters, waste bins, above ground storage tanks, artificial vegetation, basketball boards and other sports equipment shall not be visible from any Common Road.

D. Stoves, laundry equipment and other equipment shall not vent into any Common Road.

E. If an electrical transformer easement is located within a Lot, then the Lot Owner is responsible for financing and building the enclosing vault and its gate. If the electrical transformer easement is only partially on the lot, then the lot owner shall build that portion of the vault on his or her lot and shall be responsible for one-half of the swing-gate. The enclosing vault and gate shall be subject to approval by the Architectural Review Committee.

F. No plumbing, mechanical or electrical, air conditioning, cooling or heating equipment or vents (including without limitation solar heating equipment, collectors or panels) shall be placed on the Common Road side(s) of roofs or the roofs on the Common Road side(s) of any other building erected on any Lot.

V. Driveways, Walkways, and Parking Areas. The location and type of materials (i.e. brick pavers, colored concrete, etc.) used for driveways, walkways, and parking areas must be shown on the site plan submitted by Owner for approval to the Architectural Control Committee. A Driveway shall not be constructed closer to the side property line than permitted by the City of Carencro, Louisiana or the Lafayette City- Parish Consolidated Government, particularly where an electrical transformer or pedestal is located near the side property line. Driveways shall be a minimum of three (3) feet from the adjacent lot line separating the lot upon which the drive is located from the neighboring lot, and no drainage from the driveway shall be permitted to flow onto the neighboring lot.

VI. Sidewalks. Each owner, prior to the completion of construction of a Dwelling on his Lot, shall be responsible for constructing a sidewalk adjacent to all Common Streets on which the Lot has frontage. The design, location, structure and materials of the sidewalk shall fully comply with the requirements of the City of Carencro, the Lafayette City-Parish Consolidated Government, or any other governmental body for residential subdivision sidewalks, and shall be shown and described in detail on the plans and specifications for the Dwelling submitted to the Architectural Control Committee. To the fullest extent possible, the design, location, structure, materials of the sidewalk shall be consistent and compatible with the sidewalks constructed on neighboring Lots, with the objective that the sidewalks in the subdivision shall be uniform and regular. Failure to submit adequate plans and specifications for a required sidewalk shall be ground for disapproval of plans and specifications for the entire Dwelling.

VII. Roofs. The pitch of the roof of each residence, garage or other structure constructed upon any lot within the subdivision shall be not less than nine (9) on twelve (12) unless otherwise approved by the Architectural Control Committee.

VIII. Minimum Square Footage. Every residential unit constructed in the subdivision shall be erected on an approved lot and shall have a minimum of 2,000 square feet of air conditioned living space, exclusive of porches, store rooms, garages, carports and other un-air-conditioned spaces or outbuildings.

IX. Indemnity Relative to Defect in Plans and Specifications. Indemnity Relative to Defect in Plans and Specifications. Neither the Declarant, the Association, nor the Architectural Control Committee or any member, officer or agent thereof shall be responsible or liable in any way for any defects in any Plans or Specifications submitted, approved, or revised in accordance with this Declaration, nor for any structural or other defects in any work done according to such Plans and Specifications. The scope of the review of the Plans and Specifications shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes and standards, or any other similar factors.

X. Setbacks.

A. **Setbacks Generally.** Driveways, walkways, sidewalks, Fences, walls, retaining walls and gas and water meters may be constructed and placed within Setbacks to the extent not otherwise prohibited herein and subject to the rights of the grantees of the servitudes herein established. Measurements for Setbacks shall be taken from the nearest point on the proposed or actual Dwelling, Building or other Improvement, excluding roof overhangs, to the boundary line in question. Thus, in determining compliance with Setback requirements, all measurements are to be made from the point on any proposed or actual Improvement that is closest to the boundary line in question, excluding roof overhangs.

B. **Setbacks Shown on Initial Plat.** Building setbacks shall be those set forth on the Final Plat of Veranda Place Subdivision, a Single Family Residential Development, prepared by Sellers & Associates, Inc., dated August 16, 2004, revised January 26, 2005 and April 14, 2005, attached to that act entitled Veranda Place Declaration of Servitudes, Covenants, Conditions and Restrictions dated June 1, 2005 and recorded August 25, 2005 under Entry No. 2005-00039065 of the records of Lafayette Parish, Louisiana.

C. **Additional Setbacks.** Except as specifically set forth on the Initial Plat, the following minimum setbacks apply:

- i. Setbacks from Front. The Setback for each Lot from the front boundary line thereof shall be twenty (20') feet.
- ii. Setback from Rear. The Setbacks for each lot from the rear boundary line thereof shall be ten (10') feet.
- iii. Setbacks from Side. The Setback for each non-corner Lot from the side boundary lines and from the non-Street side boundary line of each corner Lot shall be five (5') feet. The Setback for each corner Lot from the Street side boundary line shall be fifteen (15') feet.

D. **Waivers.** The Architectural Control Committee shall have the authority to grant variances with regard to setbacks in order to achieve the most aesthetic and practical home settings with the concurrence of the adjacent lot owner affected by a side or rear setback variance request, or if conditions are such that a substantial hardship would occur in the absence of a variance. No variance granted by the Architectural Control Committee shall have the

effect of waiving any governmental requirement as to set backs and if necessary, the owner shall obtain a variance from the City of Carencro, Louisiana with reference to any setbacks required by said entity.

E. **Local Laws and Regulations.** Setback requirements of applicable governmental bodies, including, without limitation, the City of Carencro, Louisiana, may be more restrictive than those contained herein, and therefore, the regulations and requirements of such bodies should be reviewed prior to constructing improvements on lots in the subdivision.

XI. Architectural Review Committee.

A. **Appointment of Members.** The Board of Directors of the Association (the “**Board**”) shall have the right to appoint and remove all members of the Architectural Control Committee, subject to the continued voting power of Declarant as provided in the Articles of Incorporation. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Control Committee without Declarant’s consent. The initial members of the Architectural Review Committee, who shall serve until their successors are appointed in accordance with the terms of this Design Code, shall be Dwight S. Ramsay, Allison A. Ramsay and Jeannine L. Holden.

B. Committee Duties and Authority.

- i. The Architectural Control Committee shall approve, disapprove, or require modification of Plans and Specifications for Improvements in the subdivision.
- ii. The Architectural Control Committee shall review and inspect construction and other Improvements in the subdivision to assure general adherence to approved Plans and Specifications.
- iii. The Architectural Control Committee shall strive to aesthetically control the spacing and orientation of Dwellings, Buildings, and other Improvements, especially in relation to front, side and rear yard orientation.
- iv. The Architectural Control Committee, in its discretion, may grant variances in order to comply with the intent and spirit of these covenants.

C. **Meetings.** The Architectural Control Committee shall meet from time to time as necessary, to perform its duties hereunder.

The Architectural Control Committee may, by resolution, unanimously adopted in writing, designate one (1) of its members to take any action or perform any duties for or on behalf of the Architectural Control Committee, except the granting of variances. In the absence of such designation, the vote of a majority of the members of the Architectural Control

Committee, taken with or without a meeting, shall constitute an act of the Architectural Control Committee.

D. Non-liability of Committee Members. Neither the Architectural Control Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to the Owner or to any other person for any loss, damage, or injury arising out of their performance of the duties of or membership on the Architectural Control Committee or the Board except in cases of willful misconduct or intentional bad faith.

E. Number of Members. The Architectural Control Committee shall consist of two (2) to five (5) members. An initial member of the Architectural Control Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Architectural Control Committee may be removed at any time, with or without cause.

F. Objective. The objective of the Architectural Control Committee, which governs new construction and improvements in the subdivision, is to encourage the building of Dwellings of good architectural design, quality, and size, compatible with the areas surrounding them. Dwellings should be planned with particular attention to the design and aesthetic appearance of the exterior and the use of materials as will, in the judgment of the Architectural Control Committee, create an attractive and harmonious blend with the existing homes and the natural surroundings. The Architectural Control Committee may disapprove the design and construction of a Dwelling purely on its exterior appearance when such disapproval is required to protect the other Owners.

Prior judgment regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Architectural Control Committee and the Board feel that the repetition of such matters will have an adverse effect.

G. Review of Proposed Plans for Buildings or Other Improvements. Prior to the start of construction of any Building or Improvements in the subdivision, Plans and Specifications shall be submitted to the Architectural Control Committee in accordance with this Design Code. Construction or installation may not commence on any Building or Improvement until the Plans and Specifications for the same have been approved as provided herein.

The Architectural Control Committee may review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof, or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and Subdivision generally.

The Committee shall take into consideration the aesthetic aspects of architectural designs, placement of Buildings, landscaping, color schemes, exterior finishes and materials, and similar features, but shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans and Specifications be deemed an approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building and other codes.

F. **Adoption of Rules.** The Architectural Control Committee may review and inspect work in progress and completed work and give notice of noncompliance as it deems necessary.

G. **Enforcement of Decisions.** The Architectural Control Committee shall have the right to enforce its decisions by seeking recourse to the appropriate judicial authority for the issuance of a restraining order, injunction, or such other relief as may be appropriate. Any such action shall be brought in the name of the Association for and on behalf of the members.