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DEMILIATION OF PECAS LIDES CONTRACTO AND RESTRICTIONS OF RIDES PECAS TOWNSHIES STATE OF LOUISIANA

PARISE OF EAST BATOS BOSCE

Condementium

On this 2 day of may, 1985, before me, Robby T. Holland, Notary Public in and for the Parish of East Baton Rouge, Louisians, personally came and appeared: the following

ALDOW DEVELOPMENT, INC., appearing through its President, Richard Whitney, a Louisiana corporation, organized and existing under the laws of the State of Louisiana, Parish of East Baton Rouge, hereinafter referred to as Developer Declarant

Stephen Carroll Jumonville and Janice Wison Jumonville, Walker Young Forbes, Jr. and Marion Hogan Forbes, Randall Wayne Knight and Sandra Darlene Knight, Patrick Robert Landry and Gretchen Miller Landry, Dennis James Brown and Lucille Fresina Brown, and Wallace Beauchamp, Jr. bereinafter referred to as Unit Owner Declarants

COMMUNITY SAVINGS AND LOAM ASSOCIATION, organised and existing under the laws of the United States of America, whose permanent mailing address is 12202 Plank Road, Baker, Louisiana, hereinafter referred to as Mortgagee Declarant

who declared the following:

1.

There is recorded with the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, at original 357, bundle 9722, a Condominium Declaration for Pecan Ridge Condominiums which was amended by an act of record and on file for the Parish of East Baton Rouge, State of Louisiana, at orignal 203, bundle 9725.

2.

Pecan Ridge Condominiums not owned by the Unit Owner Declarants;
Unit Owner Declarants are the owners of the following Condominium
Units of Pecan Ridge Condominiums: Unit A, 9141 Parkway Drive;
Unit A 9131 Parkway Drive; Unit D, 9131 Parkway Drive; Unit
F, 9131 Parkway Drive; Unit D, 9141 Parkway Drive; Unit F, 9141
Parkway Drive, as evidenced by the Acts of Cash Sale of record and on file with the Clerk and Recorder for the Parish of East
Baton Rouge at the following original and bundles: original
416, bundle 9726; original 395, bundle 9726; original 404, bundle
9726; original 413, bundle 9726; original 391, bundle 2726;
original 409, bundle 9726. Together, the Developer Declarant and the Unit Owner Declarants are the owners of all of the Condo-

Mortgages Declarant is the mortgage holder of the first mortgages on the following Condominium Units of Pecan Ridge Condominiums: Unit A, 9141 Parkway Drive; Unit A, 9131 Parkway Drive; Unit D, 9131 Parkway Drive; Unit F, 9131 Parkway Drive; Unit D, 9141 Parkway Drive; Unit F, 9141 Parkway Drive; as evidenced by the Acts of Mortgage of record and on file with the Clerk and Recorder for the parish of East Baton Rouge, Louisiana, at the following original and bundles: orginal 418, bundle 9726; original 397, bundle 9726; original 405, bundle 9726; original 414, bundle 9726; original 393, bundle 9726; original 411, bundle 9726.

4.

All Declarants declare that it is their express intent and desire to terminate Pecan Ridge Condominiums, effecting the termination of the condominium regime and a withdrawal of the condominium property from the condominium regime.

THEREFORE, in accordance with Article X of the Condominium Declaration of Pecas Ridge Condominiums entitled "Amendment of Declarations" and inaccordance with Article XI of the Condominium Declaration of Pecas Ridge Condominiums entitled "Termination", and in accordance with the Louisiana Condominium Acts LSA-RS 9:1122.112, (Acts 1979), all Declarants do now declare that the Pecas Ridge Condominium Regime is hereby terminated and the property submitted to the Declaration of Pecas Ridge Condominiums under Article III estitled "Property submitted to Declaration", is hereby withdrawn.

5.

It is the further express intent and desire of all Declarants to replace the condeminium regime of Pecan Ridge Condominiums with a Townhome method of ownership, in accordance with the Declaration of Covenants and Restrictions of Ridge Pecan Townhomes as stated in the remainder of this document.

DECLARATION OF COVERANTS AND RESTRICTIONS OF RINGE PECAN TOWNSOMES

PREREAS, Developer Declarant is the owner of all the immovable property bereinafter described in this Declaration, with the exception of the above described immovable property owned by the Unit Owner Declarants, and desires to create thereon a residential subdivision with permanent open spaces and other common facilities for the benefit of the said subdivision; and

WEEREAS, the Unit Owner Declarants are the owners of the above described immovable property, being all of the other immovable property not owned by the Developer Declarant and are in accordance with the Developer Declarants' desires to create a residential subdivision with permanent open spaces in other common facilities for the benefit of said subdivision as mentioned above, and

WEEREAS, the Mortgages Declarant is the holder of the first mortgages on all the immovable property owned by the Unit Owners Declarants and is in accordance with the Developer Declarants desires to create thereon a residential subdivision with permanent open spaces and other common facilities for the benefit of said subdivision as mentioned above, and

WHEREAS. Developer Declarant desires to provide for the preservation of the values and amenities in said subdivision and for the maintenance of said common facilities; and to this end, desires to subject the immovable property more particularly hereinsfter described to the covenants, restrictions, servitudes, charges, liens and privileges hereinafter set forth, each and all of which is and are for the benefit of said proeprty and each owner thereof; and

WEERAS. Developer Declarant has deemed it desireable, for the efficient preservation of the values and amenities in said subdivision, to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges bereinafter created; and

WHEREAS, Developer Declarant has incorporated under the laws of the State of Louisiana, as a non-profit corporation, RIDGE PECAN TOWNHOMES MONEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

mod Mortgagee Declarant hereby declare and submit that the following described property shall be held, sold and conveyed subject to the following servitudes, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the immovable property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

One lot or parcel of ground, together with all the buildings and improvements situated thereon, described as Tract C-2-A-6 on a map entitled "Subdivision of Tract C-2-A into Tracts C-2-A-1 through 10", dated June 29, 1983 and prepared by Robert E. White, C.E., which Tract contains approximately 2.669 acres and is located on the corner of Parkway Drive and Romona Avenue, being the same property as shown on the map entitled "Final plat of Ridge Pecan Townshomes" of record and on file with the Clerk and Recorder of East Baton Rouge Parish at original 832 bundle 9738

ARTICLE 1

- 1.1 Association. "Association" shell mean and refer to the RIDGE PECAN TOWNSONES HOMEOWNERS ASSOCIATION, INC., its anccessors and assigns.
- 1.2 Owner. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title in full ownership to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.3 Properties. Properties" shall mean and refer to that certain immovable property hereinabove described, and such additions thereto as may bereafter be brought within the jurisdiction of the Association or made subject to this Declaration.
- 1.4 Common Area. "Common Area" shall mean all immovable property, together with all improvements thereon, owned by the Association for the common use and enjoyment of the Owners.

The Gennen Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows, to-wit: these areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Owners of The Properties.

- 1.5 Lot. "Let" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
- 1.6 Developer Declarant. "Declarant" shall mean and refer to the Developer Declarant (whether singular or multiple) first mentioned hereinabove, its successors and assigns if such successors or assigns shall acquire more than one (1) undeveloped Lot from the Developer Declarant (or any one of them if multiple) for the purpose of development.

<u>ARTICLE 2</u>

PROPERTY RIGHTS

- 2.1 Owner's Servitudes of Enjoyment. Every Owner shall have a right and servitude of enjoyment in and to the Common Area which shall be appartenent to and shall pass with the title to every Lot, subject to the following provisions:
- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any;
- (b) the right of the Association to suspend the voting rights and rights to the usage of the recreational facilities by any Owner for any period during which any assessment against bis Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, however, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded;

- (d) the right of individual Owners to the exclusive
- 2.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws and the Rules and Regulations of the Association, his right of emjoyment to the Common Area and the facilities to the members of his family, to his tenants, lessees or invitees, or to contract purchasers who reside on the property.
- 2.3 Perking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign at least one (1) vehicle parking space for each dwelling.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS

- 3.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- 3.2 The Association shall have two (2) classes of voting membership, mamely:
- with the exception of the Developer Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- Declarant, including any assignees thereof, and shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - (1) when the total votes outstanding in the Class
 A membership equal the total votes outstanding

in the Class B membership; or

(11) after two (2) years following the date of this Declaration.

ARTICLE 4

COVENANT FOR MAINTENANCE ASSESSMENTS

- 4.1 Creation of the Lien and Personal Obligation of Assessments. The Developer Declarent, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a conveyance therefor, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to pay to the Association both annual assessments or charges, and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments and, if delinquent, together with interest, costs, and reasonable attorney's fees of mot less than \$100.00, shall be a charge on the land and shall be a continuing lien and privilege upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees of not less than \$100.00, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not, however, pass to an Owner's successors in title valess expressly assumed by them.
- 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Cormon Area and of the homes situated upon the Properties.
- 4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lo: to an Owner, the maximum annual assessment shall be FOUR HUNDRED TWENTY AND BO/100 (\$420.00) DOLLARS per Lot.
- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum samual essessment may be increased each year not more than ten

- (10%) percent above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above ten (10%) percent by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.
- 4.4 Assessment Exemption of Developer's Lots. U m t i l such time as the Developer Declarant has completed the construction of improvements upon any Lot owned by Developer Declarant, no annual or special assessments shall be levied upon such Lots. Upon substantial completion of improvements constructed by the Developer Declarant upon its Lots, the maximum annual or special assessment on such Lots shall be a sum equal to fifty (502) percent of the assessment applicable to Lots owned by Class A members until such time as the ownership of such Lots is transferred to an Owner becoming a Class A member. The assessment on Lots owned by the Developer Declarant and on which the improvements have been completed, shall commonce on the first day of the month following completion of the improvements, and shall be in the amount equal to one-twelfth (1/12) of fifty (50%) percent of the assessment on Class A member Lots, such sum to be paid by the Developer Declarant monthly through the month in which such Lot is sold to a Class A member.
- addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and movable property related thereto, provided that any such assessment shall have the assest of two-thirds

- (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- 4.5.1 Special One Time Only Assessment. In addition to all other assessments provided for, the sum of \$100.00 is to be collected and transferred to the Association at the sale of each lot from the developer. This assessment shall be due and payable only at this inital sale and shall not apply to subsequent transfers.
- Sections 4.3 and 4.5. Written notice of any meeting called for the purpose of taking any action authorised under Section 4.3 and 4.5 of this Declaration shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty (602) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- provided in Section 4.4 hereinabove, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.
- Dates. The annual assessments provided for berein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established

by the said Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been psid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the property. Bo Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

4.10 Subordination of the Lien to Mortgages. The lien and privilege of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien and privilege of such assessment as to payments which became due prior to such sale or transfer. We sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien and privilege thereof.

4.11 Other Exempt Property. All Properties dedicated to and accepted by a local public authority and all Properties owned by a charitable or non-profit organization exempt from texation by the laws of the State of Louisiana shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments except as provided in Section 4.4 hereinabove.

ARTICLE 5

EXTERIOR MAINTENANCE

5.1 In addition to maintenance upon the Common Area, the

Association shall provide exterior maintenance upon each Lot which is subject to assessment berounder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. The Association shall maintain all underground sanitary and storm sawage systems situated in or upon the property subject to this Declaration.

5.2 In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the tenants, lessees, family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE 6

PARTY WALLS

- 6.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply to same.
- 6.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under ray rule of law regarding liability for megligent or willful acts

er omiss.ons.

- of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- of any Owner to contribution from any other Owner under this Article shall be appurtenent to the land and shall pass to such Owner's successors in title.
- concerning a party wall or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrator shall choose one (1) additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

ARTICLE 7

ARCHITECTURAL CONTROL

- 7.1 No building, feace, wall or other structure shall be connenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Conmittee composed of three (3) or more representatives appointed by said Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, if no suit to enjoin the addition, alternation or change has been commenced prior to the completion thereof, approved will not be required and this Article will be deemed to have been fully in compliance with the provisions of this Section.
- 7.2 The Association and each Lot Owner will be subject to the provisions of any and all restrictive covenants of record

affecting the property subject to the provisions of this Decleretion. Mention of same herein is not intended to operate as a reimposition of any provision of any such restrictive covenants.

ARTICLE 8

GENERAL PROVISIONS

- S.1 Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, privileges and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The covenants and restrictions imposed hereby shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns.
- \$.2 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- provision of this Declaration with any provision of the Articles of Incorporation of the Association or its Bylaws, Resolutions, or Rules and Regulations, the provisions of this Declaration shall control.
- Beclaration shall run with and bind the land for a term of fifteen (15) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive terms of ten (10) years. This Declaration may be amended during the first fifteen (15) year term by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, and thereafter by an instrument signed by not less than two-thrids (2/3) of the Lot Owners. Any such amendment must be recorded in the Official Records for the Parish in which the Properties are situated.

8.6 <u>PHA/VA Approval.</u> As long as there is a Class B membership, the following actions will require the prior approval of the Federal Rousing Administration or the Veterans Administration, namely: annexation of this additional properties, dedication of Common Area, and amendment of this Declaration.

S.7 Hotices. Any notice required to be sent to any property or Owner under the provisions of this Declaration shall be denied to have been properly sent when mailed to the last known of the person who appears as member or Owner on the rest of the Association at the time of such mailing. The date of any such notice shall be deemed to be the date of deposit of such notice with the mail system of the United States.

Bobin M. Crain
Manda J. Kech

ALDON DEVELOPMENT, INC.

RICEARD SMITMEY, PRESIDENT (Developer Declarat)

UNIT OWNER DECLARANTS

Stephen Carroll Jemonville

Stephen Carroll Jemonville

Walker loyas Votbes, Jr.

Kandell Veyne Taight

Patrick Robert Landry

Bennis James Brown

January Sandry Tone

Marion Hogan Jorbes

Marion Rogan Drives

January Drobne Twish

Sandra Darlene Knight

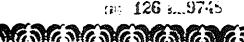
Gretchen Hiller Lendry

Lectile Vicales Store

COMMUNITY SAVINGS & LOAN ASSOCIATION

THE RESERVE

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As Poorstary of Plate, of the Plate of Louisiana, I do hereby Certify that

a copy of the Articles of Incorporation of

RIDGE PECAN TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

Domiciled at Baton Rouge, Louisiana, Parish of East Baton Rouge,

A corporation organized under the provisions of R.S. 195 Title 12, Chapter 2, as amended,

By Act before a Motary Public in and for the Parish of Bast Baton Rouge, State of Louisiana, on May 7, 1985, the date when corporate existence began,

Was filed and recorded in this Office on May 9, 1985, in the Record of Mon-Profit Corporations Book 341,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R. S. 1950, Title 12, Chapter 2, as amended.

In bookimony who weef, I have he recente set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on.

Secretary of State 126 ... 3745