

# TRENTON BEND, LLC SUBDIVISION

## ARTICLE I DEFINITIONS

When used herein, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1. **Architectural Review Committee** – shall mean and refer to the committee which shall be appointed by the Association’s Board of Directors to approve exterior and structural improvements, additions, and changes within the Subdivision as provided in Article X hereof and will be sometimes referred to herein as the “**ARC**”.
2. **Articles of Incorporation** – shall mean and refer to the Articles of Incorporation of Trenton Bend, LLC Home Owners Association, as amended, from time to time.
3. **Assessment** – shall mean and refer to an Owner’s share of the common expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.
4. **Association** – shall mean and refer to Trenton Bend, LLC Home Owners Association, and its successors, assigns or liquidators.
5. **Board of Directors** – shall be the directors who administer and run the Association, as set out in the Articles of Association, which is the governing body of the Association.
6. **By-Laws of the Association** – or the “By-Laws” shall mean and refer to those By-Laws of Trenton Bend, LLC Home Owners Association which govern the administration and operation of the Association, as the same may be amended from time to time.
7. **Common Areas** – shall mean and refer to any and all streets, Greenspaces, (identified on the Subdivision Plat) and any improvements constructed on the Common Areas, entrance gates, street lights, landscaping, sprinkler systems, sidewalks, appurtenances, servitudes, easements, and facilities now or hereafter owned, acquired or otherwise available for the Association in the Subdivision.
8. **Common Expenses** – shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, for maintenance of Common Areas and/or capital additions, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Agreement.
9. **Developer** – shall mean and refer to TRENTON BEND, LLC, and its successor and assigns, or the lender who acquires the interest of TRENTON BEND, LLC, by foreclosure or dation en paiement.
10. **Dwelling** – shall mean and refer to a single-family detached dwelling located within the Subdivision.
11. **Dwelling** – shall mean a Dwelling located on a Lot.
12. **Lot** – shall mean a Subdivision Lot within The Subdivision

13. **Site** – shall mean on the Subdivision Plat and subsequent revisions thereof.
14. **Greenspace** – shall mean and refer to any area within the Property designated as “GREENSPACE” or “BUFFERS” on the Subdivision Plat.
15. **Living Area** – shall mean and refer to enclosed, heated, and cooled areas with a Dwelling, exclusive of garages, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, attics and basements.
16. **Lot** – shall mean and refer to a portion of the Property upon which it is intended that a Dwelling shall be constructed, as such Lots are shown on the Subdivision Plat approved by Ouachita Parish and recorded by the Developer in the official records of Ouachita Parish, Louisiana.
17. **Occupant** – shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.
18. **Owner** – shall mean and refer to one or more persons, including the Developer, who or which owns title to any Lot or Dwelling.
19. **Parcel** – shall mean and refer to a part of the Property as shown on one or more Subdivision Plats.
20. **Perimeter Lot** – shall mean Lots located on corners or at end of development, as depicted on the Subdivision Plat.
21. **Person** – shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
22. **Property** – shall mean and refer to the real property particularly described on **Exhibit B**, together with all improvements thereon.
23. **Restrictive Covenants** – shall mean and refer to this Agreement.
24. **Rules and Regulations** – shall mean the Rules and Regulations for Developers, Contractors and Home Builders, promulgated by Developer or the Association from time to time, setting forth in particularity the rules and standards for construction.
25. **Streets** – shall mean the streets in the Subdivision as identified on the Subdivision Plat. Ownership and fee title to said streets shall remain in the Association, its successors, transferees or assigns or may be dedicated to the City of West Monroe at the option of the Association. Said Ownership and fee title to said streets is not conveyed or transferred herein or hereby. Nothing in this Act or the Subdivision Plat is intended to dedicate in any manner said streets to the City of West Monroe, the State of Louisiana, the public in general, or to public use.
26. **Subdivision** – shall mean and refer to Trenton Bend, LLC Subdivision located on the Property as shown on the Subdivision Plat.
27. **Subdivision Plat** – shall mean and refer to the final Subdivision Plat for the Subdivision captioned “Trenton Bend, LLC” and recorded in the official records maintained by the Ouachita Parish Clerk of Court and any subsequent revisions thereto.

**ARTICLE II**  
**Plan of Development**

**2.01 Plan of Development of Property.** The Property shall be developed and maintained as an exclusive single-family subdivision substantially in accordance with the Subdivision Plat. It shall consist of Lots, Dwellings, Common Areas, and Clubhouse. The dimensions of the Lots are as shown on the Subdivision Plat. All Lots within the Development shall be and are hereby restricted exclusively to residential use and shall be subject to the standards and restrictions set forth in Article X hereof.

**2.02 Improvements by Developer.** Developer shall have the right, but not the obligation, for so long as Developer owns any Lot or Dwelling primarily for the purpose of sale, to make additions, improvements and changes to all Common Areas and to all Lots or Dwellings owned by Developer, including, without limitation:

- (a) installation and maintenance of any improvements in and to the Common Areas,
- (b) changes in the location of the boundaries of:
  - (i) any Lots owned by the Developer; and/or
  - (ii) of the Common Areas; and
- (c) installation and maintenance of any water, sewer, and other utility systems and facilities.

**2.03 Ownership of Common Areas.** The Common Areas shall be owned by the Association, subject to any servitudes of use in favor of the Owners as set forth herein. The Common Areas are the areas which are Common Areas within the Home Sites. The Common Areas shall be the maintenance obligation of the Individual Property Owners and the Association.

**ARTICLE III**  
**Property Rights**

**3.01 General.** Each Lot or Dwelling shall be conveyed, transferred, and encumbered subject to the provisions of this Agreement. Each Owner shall be entitled to the exclusive Ownership and possession of his/her Lot and Dwelling, subject to the provisions of this Agreement, including without limitation, the provisions of this Article III. The Ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, which shall include, but not be limited to membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his/her Ownership of a Lot ceases for any reason, at which time his/her membership in the Association shall automatically pass to his/her successor-in-title to his/her Lot. Lots shall not be subdivided, and, except as provided in Article III and paragraph 3.06 hereof, the boundaries of Lots shall remain as established by the Subdivision

Plat. However, nothing herein shall prohibit the addition to an existing Lot of a portion of another Lot or of one or more entire Lots. When a part of one Lot is permissibly added to an existing Lot, the remainder of such Lot shall be added to another contiguous Lot, or, with the prior consent of the Association and the Developer, to contiguous Common Area. In no event shall the addition of a fractional Lot to an existing Lot result in any Lot having dimensions reduced from the original dimensions shown on the Subdivision Plat without the consent of the ARC and the Developer, as long as the Developer owns any of the Property.

**3.02 Members' Right of Enjoyment.** Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of the Association, LLC, and Rules and Regulations established by the Association for the Subdivision, as amended from time to time, every Member shall have the right of use and enjoyment in and to the Common Areas and common facilities, and, in addition thereto, every Owner of a Lot and his/her family, tenants, and guests shall also have a right of use and enjoyment in and to the Common Area, and all such rights, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

- (a) The right of the Association in accordance with its Articles of Incorporation and By-Laws and Regulations, to borrow money for the purpose of improving the Common Areas and common facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to pledge, mortgage and hypothecate the said Property, to sell, dedicate, exchange, transfer, convey, assign and deliver said Property; and
- (b) The right of the Association to levy reasonable Assessments, admission fees, or other fees for the use of any of the facilities situated upon the Common Areas by the Members of the Association and their guests: and
- (c) The right of the Association to pass and enforce such other Rules and Regulations for the use of the Common Areas, and common facilities, including the right to enforce various sanctions against the Owners of Lots in the Subdivision, including, but not limited to, the right of suspension, fines and penalties, and Assessments of the costs of noncompliance of an Owner to an individual Owner or other sanctions which in the discretion of the governing body of the Association deems necessary and proper.

**3.03 Recreational Facilities.** Subject to the terms and provisions of this Agreement and the rules, regulations, fees and charges from time to time established by the Board of Directors, every Owner and his/her family, tenants, and guests shall have a right of use and enjoyment of the recreational areas and amenities as are now or hereafter located in the Common Areas. An Owner may assign to the tenant of his/her Dwelling such Owner's rights of access to and use of the recreational facilities so that such tenant, his/her family, and guests shall be entitled to the access to and use and enjoyment of the recreational facilities on the same basis as an Owner and his/her family and guests.

**3.04 Access.** All Owners, by accepting title to Lots conveyed subject to this Agreement, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots shall be provided at all times pursuant to the perpetual predial servitude granted herein at Section 3.05 and Section 3.06. There is reserved unto the Developer, the Association, and their respective successors and

assigns the right and privilege, but not the obligation, to maintain electronically monitored gates controlling vehicular access to and from the Development.

**3.05 Servitudes for the Association.** The Association shall have the right and servitude on, over, through, under, and across the Common Areas for the purpose of constructing improvements for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by this Agreement or as the Association desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall the Association have the obligation to do any of the foregoing. In addition to the other rights and servitudes set forth herein, the Association shall have an alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Areas and improvements thereon for such purposes as the Association deems appropriate, provided that the Association shall not exercise such right to unreasonably interfere with the rights of Owners in the Development to the use of the Common Areas.

**3.06 Changes in Boundaries.** Additions to Common Areas. The Developer expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas, including the realignment of boundaries between adjacent Lots owned by the Developer, provided that any such change or realignment of boundaries shall not substantially decrease the acreage of the Common Areas and shall be evidenced by a revision of or an addition to the Subdivision Plat which shall be recorded in the Plat Records of the Clerk of Court for Ouachita Parish, Louisiana. Furthermore, the Developer reserves for itself, its affiliates, successors, and assigns the right, but shall not have the obligation, to convey, without warranty, to the Association at any time and from time to time, as an addition to the Common Areas, either full Ownership or a perpetual servitude of use of such other portion of the Property owned by the Developer as it, in its discretion, shall choose.

**3.07 Servitudes for Utilities and Public Services.**

- (a) There is hereby reserved for the benefit of the Developer, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude, as well as the power to grant and accept servitudes to and from the City of West Monroe and Ouachita Parish, Louisiana, or any other public authority, or agency, public service district, public or private utility, or other person, upon, over, under, and across all of the Common Areas in which Dwellings are not constructed or erected, and for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such servitudes may be granted or accepted by the Developer, its successors or assigns, or by the Board of Directors, provided, however, that for so long as the Developer owns any Lot primarily for the purpose of sale, the Board of Directors must obtain the written consent of the Developer prior to granting and accepting any such servitudes. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located underground. By virtue of any such servitude and facilities, it shall be expressly permissible for the providing utility company or other supplier of services, with respect to the portions of the Subdivision so encumbered,

- (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities,
  - (ii) to cut and remove any trees, bushes, or shrubbery
  - (iii) to grade, excavate, or fill, or
  - (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.
- (b) The Developer hereby grants to Ouachita Parish, Louisiana and the City Of West Monroe, or such other governmental authority or agency as shall from time to time have jurisdiction over the Subdivision with respect to law enforcement and fire protection, the perpetual, non-exclusive right and servitude upon, over and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Subdivision as shall be required or appropriate from time to time by such governmental authorities under applicable law.

**3.08 Servitudes for Walks, Trails, Signs, Perimeter Fencing and Greenspace.** There is hereby reserved for the benefit of the Developer, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude upon, over, and across those strips of land ten (10') feet in width located along and contiguous to those boundaries which are contiguous to streets and roads for all Lots and all Dwellings for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements, provided that the Developer shall have no obligations to construct any such improvements. Property Owners and the Association shall not be held liable for damages or injuries which occur on sidewalks for public use.

**3.09 Servitudes for Association.** There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof, excluding the Dwelling, in the performance of their respective duties. Except in the event of emergencies, this servitude is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the Lot directly affected thereby.

**3.10 Sales and Construction Offices.** Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of the Developer and its successors and assigns the alienable and transferable right and servitude in and to the Property, including the Common Areas, for the maintenance of signs, sales offices, construction offices and business offices, together with such other facilities as in the sole opinion of the Developer may be reasonably required, convenient, or incidental to the completion, improvement and/or sale of Lots and Dwellings and Common Areas, for so long as the Developer owns any Lot or Dwelling primarily for the purpose of sale. The servitude provided in this paragraph shall terminate with respect to any Lot ipso facto upon the sale of such Lot by the Developer to a third party.

**3.11 Servitudes for Undeveloped Parcels of the Property.** There is hereby reserved in favor of the Developer and their successors and assigns as a burden upon the developed Property, perpetual, non-exclusive rights, and servitudes for:

- (a) pedestrian and vehicular ingress, egress, and parking, in favor of the undeveloped Parcels of the Property across, within, and on all roads, sidewalks, trails and parking facilities, from time to time located within the Common Areas or within servitudes serving the Common Areas,
- (b) the installation, maintenance, repair, replacement, and use within the Common Areas of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines, and
- (c) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

**3.12 Maintenance Servitudes.**

- (a) Subject to the terms of Section 5.02(d) hereof, there is hereby reserved for the benefit of the Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot and upon unimproved portions of any Lot for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the development, provided that such servitudes shall not impose any duty or obligation upon the Developer or the Association to perform any such actions.
- (b) There is hereby further reserved unto the Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude over and across that portion of any Lot within a platted drainage servitude.

**3.13 Environmental Servitude.** There is hereby reserved for the benefit of the Developer, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and servitude on, over, and across all Lots and all unimproved portions of Lots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such servitude to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to control the dispensing of fertilizers and pesticides.

**3.14 Servitudes on Subdivision Plat.** Certain servitudes are created and established in the Subdivision Plat, and the creation and existence of said servitudes is recognized and confirmed hereby and incorporated herein by reference.

**3.15 No Partition.** To the maximum extent permitted by Louisiana law, there shall be no judicial partition of the Subdivision or any part thereof, nor shall any person acquiring any interest in the Subdivision, or any part thereof seek any such judicial partition unless the Subdivision has been removed from the provisions of this Agreement.

**ARTICLE IV**  
**Home Owners Association**

**4.01 Membership.** For the purpose of controlling, regulating and maintaining the community lighting and other amenities, and common facilities, for the general use and benefit of all Owners, each and every Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in the Subdivision, does agree to and binds himself to be a Member of and be subject to the obligations and duly enacted Articles of Incorporation, By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Owners, and to provide for the collection of said Assessments in accordance with La. R.S. 9:1145 et seq.

**4.02 Voting Rights.** The Association shall have one class of voting membership:

- (a) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record Owner of a fee interest in any Lot which is or becomes subject to this Agreement shall be a class A member of the Association for as long as said Ownership of the Lot continues. Each class A member of the Association shall be entitled to one (1) vote for each Lot owned by any such firm, person, corporation, trust, or other legal entity. However, there shall be only one (1) vote for each Lot to which class A membership is appurtenant, and the vote shall be cast in accordance with the bylaws of the Association. In the event of a tie vote, the Chairman of the Association shall break the tie.

**ARTICLE V**  
**Maintenance**

**5.01 Responsibilities of Owners.** Unless specifically identified or excepted herein, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his/her Lot or Dwelling, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, (cut to a maximum height of six [6"] inches), trees, shrubs, hedges, grass, and other landscaping. As provided in Section 5.02(b) hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall do any work which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any servitude thereto, without in every such case obtaining the written approval of the ARC.

**5.02 Association's Responsibility.**

- (a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair, and replacement of:



- i. All roads, walks, lakes, trails, parking lots, landscaped areas, recreational areas, and other improvements situated within the Common Areas or within servitudes encumbering Lots pursuant to Article 3 hereof,
- ii. such security systems and utility lines, pipes, plumbing, water wells, pumps, irrigation facilities, water lines, wires, conduits, and related systems which are part of or on the Common Areas and which are not maintained by the public authority, public service district, public or private utility, or other person,
- iii. all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas. Association shall have right of selection of personnel, equipment, and all other matters necessary for the maintenance of, or in any way related to Common Areas. All expenses to be approved by the Association Board of Directors.

The Association shall not be liable for injury or damage to any person or property

- i. caused by the elements or by any Owner or any other person,
- ii. resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or
- iii. caused by the disrepair of any pipe, plumbing, drain, lake, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association.

The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of the Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Agreement, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments being a separate and independent covenant on the part of each Owner.

(b) In the event that the Developer or the Board of Directors determines that:

- i. any Owner has failed or refused to discharge properly his/her or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or
- ii. that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his/her family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then in either event, the Developer or the Association, except in the event of an emergency situation, may give such Owner written notice of the Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency

situations, such Owner, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning repair, or replacement, and diligently proceed to complete the same in good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Developer or the Association may provide (but shall not have the obligation so to provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the Assessments to which such Owner and his/her Lot are subject and shall become a lien against such Lot and Dwelling. In the event that the Developer undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse the Developer for The Developer's costs and expenses.

- (c) The Association shall pay all property taxes assessed against Common Areas and shall procure insurance as required in Article VI herein.

## **ARTICLE VI**

### **Insurance and Casualty Losses**

#### **6.01 Insurance.**

- (a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.
- (b) The Board or its duly authorized agents shall have the authority to and may obtain and continue in effect a liability policy with limits of at least \$500,000.00 covering all the Common Areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.
- (c) The Board or its duly authorized agents shall have the authority and may obtain
  - i. workers' compensation insurance to the extent necessary to comply with any applicable laws and
  - ii. such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.
- (d) All insurance coverage obtained by the Board of Directors shall be written in the name of the Association and the Developer, and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in

force with respect to the Subdivision shall be vested in the Developer, and thereafter in the Board of Directors. Insofar as permitted by law, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

- i. All policies shall be written with a company licensed to do business in the State of Louisiana and holding a rating deemed acceptable to the Board of Directors.
  - ii. All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.
  - iii. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or Mortgagees.
  - iv. All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Association's manager, and the City of West Monroe.
  - v. All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests, and invitees, or on account of the acts of any director, officer, employee, or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.
  - vi. All liability insurance shall contain cross-liability, liability endorsements to cover liability of the Association to an individual Owner.
- (e) It shall be the individual responsibility of each Owner at his/her own expense to provide liability, property damage, title, and all other insurance with respect to his/her own Lot and Dwelling. The Board of Directors may require all Owners to carry liability and property damage insurance with respect to their respective Lots and Dwellings and to furnish copies or certificates thereof to the Association.

**6.02 Damage or Destruction to Common Areas.** Immediately after any damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent or the Developer, at his/her option shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Developer or the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. The Association shall restore or replace such damaged improvements unless the Developer and at least seventy-five (75%) per cent of the total vote of the Association shall agree otherwise within sixty (60) days following the damage. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special Assessment against all Owners, without the necessity of

a vote pursuant to Section 9.07 hereof, such special Assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special Assessment shall be levied against the Owners equally in the same manner as annual Assessments are levied and additional Assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such Assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and Assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be first paid to satisfy any outstanding mortgages against the damaged or destroyed property, and the balance, if any, shall be retained by and for the benefit of the Association; and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly, safe and sightly condition.

**6.03 Damage or Destruction to Lots or Dwellings.** In the event of damage or destruction by fire or other casualty to any Lots or Dwellings and in the further event that the Owner of such Lot or Dwelling elects not to repair or rebuild the damaged or destroyed Lot or Dwelling, such Owner making such election shall promptly clean away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Dwelling in a clean, orderly, safe, and sightly condition. Should such Owner elect to repair or rebuild such Lot, Dwelling or other improvements to substantially the same conditions as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Agreement (including, without limitation, Article X hereof) and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

## **ARTICLE VII Condemnation**

**7.01 Condemnation of Common Areas.** Whenever all or any part of the Common Areas of the Subdivision shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five (75%) per cent of the total vote of the Association (which conveyance may only occur with the approval of the Developer, for so long as the Developer owns a Lot or Dwelling primarily for the purpose of sale) the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

- (a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Developer, for so long as the Developer owns a Lot or Dwelling primarily for the purpose of sale, together with at least seventy-five (75%) per cent of the total membership of the Association, shall otherwise agree, the Association shall restore or

replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with the plans approved by the Board of Directors, the ARC, and by the Developer, for so long as the Developer owns a Lot or Dwelling primarily for the purpose of sale. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors, may levy a special Assessment against all Owners, without the necessity of a vote pursuant to Section 9.07 hereof, such special Assessment to be in an amount sufficient to provide funds to pay such excess costs of repair or reconstruction. Such special Assessment shall be levied against the Owners equally in the same manner as annual Assessments are levied, and additional special Assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

- (b) If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.

#### **7.02 Condemnation of Lots or Dwellings.**

- (a) In the event that all or any part of a Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot or Dwelling responsible for the maintenance and repair of each Lot or Dwelling, as the case may be, elects not to restore the remainder of the Lot or Dwelling, then such Owner making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Lot or Dwelling and any remaining undamaged improvements thereon in a clean, orderly, safe and sightly condition. In addition, if the size or configuration of such Lot or Dwelling remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provision of this Agreement and all applicable zoning, subdivision, building, and other governmental regulations, then such Owner shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean orderly, safe and sightly condition referred to above, of deeding the remaining portion of the Lot or Dwelling to the Association as a part of the Common Areas, and thereafter any such Owner shall not have any further voting rights or membership rights or privileges in the Association or with respect to the Subdivision and shall not be subject to any further Assessments imposed by the Association and payable after the date of such deeding.
- (b) In the event that any part of a Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot or Dwelling responsible for the maintenance and repair of such Lot or Dwelling elects to restore the remainder of the Lot or Dwelling, such Owner making such election shall restore such remainder of such Lot or Dwelling as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of this Agreement and all applicable zoning, subdivision, building, and other governmental regulations. All such work of restoration

shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

## **ARTICLE VIII Administration**

- 8.01 Common Areas.** The Association, subject to the rights of the Developer and the rights and duties of the Owners set forth in this Agreement, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of the Non-Profit Corporation Law of Louisiana, this Agreement, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in Section 13.01 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Subdivision, the Developer shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association as long as the Developer has control of all Lots. Each Owner, by acceptance of a deed to other conveyance of a Lot or Dwelling, vests in the Developer such authority to appoint and remove directors and officers of the Association as provided by this Section 8.01 and by Section 13.01 hereof.
- 8.02 Duties and Powers.** The duties and powers of the Association shall be those set forth in the provisions of the Non-Profit Corporation Law of Louisiana, this Agreement, the By-Laws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Non-Profit Corporation Law of Louisiana, this Agreement, the By-Laws, or the Articles of Incorporation, the provisions of the Non-Profit Corporation Law of Louisiana, this Agreement, the Articles of Incorporation and the By-Laws, in that order, shall prevail, and each Owner of a Lot or Dwelling, by acceptance of title thereto, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Agreement or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association shall include, but shall not be limited to, the power to purchase one or more Lots and/or Dwellings and to hold, lease, mortgage, sell, and convey the same. Such duties may include, but shall not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to Lots. Notwithstanding the foregoing provision of this Section 8.02 or any other provision of this Agreement to the contrary, the Association shall not pledge, mortgage, or hypothecate all or any portion of the Common Areas.
- 8.03 Agreements.** Subject to the prior approval of the Developer, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an

interest in the Subdivision; and in performing its responsibilities hereunder; the Association, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Subdivision, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by this Agreement or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, and may be bonded in such manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of Directors may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Subdivision or the enforcement of this Agreement, the By-Laws, or the Rules and Regulations of the Association.

- 8.04 Personal Property and Immovable Property for Common Use.** The Association, through action of its Board of Directors, may acquire and hold tangible and intangible personal property and immovable property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred or in any manner, except to the extent that a transfer of the Ownership of a Lot also transfers the membership in the Association which is an appurtenance to such Lot.
- 8.05 Rules and Regulations.** As provided in Article XI hereof, the Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Lots, Dwellings, Common Areas, which Rules and Regulations shall be consistent with the rights and duties established by this Agreement.
- 8.06 Indemnification.** The Association shall indemnify every officer, manager, and director of the Association against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by the reason of being or having been an officer, manager or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officer, manager or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer, manager and director free and harmless against any and all liability

to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer, manager or director, or former officer, manager or director, may be entitled. The Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if available at a cost deemed reasonable by the Board of Directors.

## **ARTICLE IX Assessments**

**9.01 Purpose of Assessments.** The Assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Subdivision, and maintaining the Subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.

**9.02 Creation of Lien and Personal Obligation of Assessments.** Each Owner of a Lot, by acceptance of title thereto whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) annual Assessments to be established and collected as provided in Sections 9.03 through 9.06 hereof,
- (b) special Assessments to be established and collected as provided in Section 9.07 hereof,
- (c) individual or specific Assessments against any particular Lot or Dwelling, which are established pursuant to the terms of this Agreement, including, but not limited to, fines as may be imposed against such Lot or Dwelling in accordance with Article XI hereof.

**9.03 Computation of Annual Assessments and Budget.** The initial annual assessment for all Lots is hereby fixed at twelve hundred dollars (\$1,200.00) per Lot. These assessments shall remain in full force and affect until such time as the Board approves or changes the initial annual Assessment as specified hereinafter in this Section 9.03. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual Assessments to be levied against Lots for the following year to be delivered to each Owner at least fifteen days prior to such meeting.

**9.04 INTENTIONALLY DELETED [9.04]**

**9.05 Annual Budget.** The budget and the annual Assessments shall become effective unless disapproved at the annual meeting by either:

- (a) the Developer, for so long as the Developer controls all lots, or
- (b) a vote of a majority of the votes of the Owners who are voting in person or by proxy at such meeting, provided that a minimum vote of fifty-one per cent (51%) of the total Property Owners shall be required to disapprove the budget.



In the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual Assessments in effect for the then current year shall be increased in proportion to the percentage increase, if any, for the then current year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items 1967=100), or its successor index, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special Assessment as provided in Section 9.07 hereof.

**9.06 Common Expenses.** The common expenses to be funded by the annual Assessments may include, but shall not necessarily be limited to, the following:

- (a) management fees and expenses of administration, including legal and accounting fees and insurance premiums.
- (b) utility charges for utilities serving the Common Areas and charges for other common services if any such services or charges are provided by the Association.
- (c) the expenses of maintenance, operation, and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of this Agreement.
- (d) the expenses of maintenance, operation and repair of other amenities and facilities serving the Subdivision, the maintenance, operation, and repair of which the Board from time to time determines to be in the best interest of the Association.
- (e) the expenses of the ARC which are not defrayed by plan review charges.
- (f) ad valorem real and personal Property taxes assessed and levied against the Common Areas.
- (g) expenses for the maintenance of the landscaping of the Common Areas Lots within the Subdivision.
- (h) the expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests, and invitees.
- (i) such other expenses as may be determined from time to time by the Board of Directors of the Association to be common expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwellings; and
- (j) the establishment and maintenance of a reasonable reserve fund or funds
  - i. for inspections, maintenance, repair, and replacement of those portions of the Common Areas and Lots which are the responsibility of the Association, and which must be inspected, maintained, repaired, or replaced on a periodic basis,
  - ii. to cover emergencies and repairs required because of casualties which are not funded by insurance proceeds,
  - iii. to repair, replace, and maintain streets, drainage facilities, lakes, water wells, irrigation facilities, pipes, lines, and conduits, and
  - iv. to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

**9.07 Special Assessments.**

- (a) In addition to the annual Assessments authorized above, the Association, acting through its Board of Directors, may levy, in any Assessment year, special Assessments for common

expenses, applicable to that year only, provided that except as otherwise permitted in Sections 6.02 and 7.01 hereof, any such Assessment shall be approved by:

- i. the Developer, as long as the Developer controls all Lots.
  - ii. by a majority of the votes of a quorum of Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 9.09, subject to approval by the Developer.
- (b) The Board of Directors may make such special Assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special Assessments are to be pro-rated among the Lots equally as provided with respect to annual Assessments.

**9.08 Individual Assessments.** Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specially assessed against such Owners and their respective Lots. The individual Assessments provided for in this Article shall be levied by the Board of Directors and the amount and due date of such Assessment so levied by the Board shall be as specified by the Board.

**9.09 Notice of Meeting and Quorum.** Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized in the Article, shall be sent to all members not less than fifteen (15) days or more than forty-five (45) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty (50%) per cent of all the votes of the Association shall constitute a quorum. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting for lack of a quorum (adjourned meeting). If notice of the failure to obtain a quorum at the adjourned meeting is sent to the Members entitled to vote, stating the purpose or purposes of the meeting and that the previous meeting was not held for lack of a quorum, then any number of Members, present in person or represented by proxy, although less than the specified quorum fixed by this Article, shall nevertheless constitute a quorum for purposes of electing Directors or transacting any other business specified in the notice to members.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**9.10 Effect of Nonpayment; Remedies of the Association.** Any installment on any Assessment authorized hereunder shall be a debt and obligation of the Lot and the Owner of the Lot against which it is levied. In the event of non-payment of an Assessment within fifteen (15) days after it is due, the amount owed shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such other penalty or "late charge" as the Board may fix. If the Assessments are being paid in installments, the board, in its discretion, may accelerate the full amount of the balance of Assessment to be currently due and payable within ten (10) days. In the event of non-payment of an Assessment within the ten (10) days, a lien affidavit setting forth the amount due may be filed against the Lot

and the Owner thereof as authorized by and provided for in La. R.S. 9:1145 et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said Assessments, late charges, attorney's fees, costs and other penalties, as well as to enforce any other provisions of this Agreement and/or the Rules and Regulations. The Association shall also be entitled to recover all reasonable attorney's fees and costs. No Owner may waive or otherwise escape liability for the Assessment provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his/her Lot or Dwelling, and an Owner shall remain personally liable for Assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his/her Lot. Each Owner shall be personally liable for Assessments coming due while he is the Owner of a Lot, and any such obligation shall also be a real obligation of the Lot. The Owner's successor-in-title shall take title to such Lot subject to and be responsible for any delinquent Assessment, but without prejudice to the rights of such successor-in-title to recover from his/her predecessor-in-title any amounts paid by such successor-in-title therefor. In the event of co-Ownership of any Lot, all of such co-Owners shall be solidarily liable for the entire amount of such Assessments.

- 9.11 Certificate.** The treasurer, any assistant treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment thereto of such fee as is from time to time determined by the Board of Directors, furnish to any Owner of such Owner's Mortgagee which requests the same, a certificate in writing signed by such Treasurer, Assistant Treasurer, or manager setting forth whether the Assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Assessments stated therein to have been paid.
- 9.12 Date of Commencement of Annual Assessments.** The initial annual Assessments established herein shall be payable to the Association when such Lot is conveyed from the Developer to a new Owner. Thereafter, the annual Assessments shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual Assessments and any outstanding special or Assessments shall be adjusted for such Lot according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot is conveyed. Anything contained herein to the contrary notwithstanding, the Developer shall not be responsible for the payment of annual or special Assessments on Lots, which it or its affiliates own. Furthermore, the Developer shall have the option, but not the obligation, to pay annual Assessments on Lots owned by the Developer, fund any deficit which may exist between Assessments and the annual budget of the Association, or make "in kind" contributions of improvements to the Subdivision, all at the discretion of the Developer. However, the budget, Assessments, and deficit, if any, shall be annually reviewed by the Developer, and the Board of Directors, and during such period the Developer's option to fund deficits shall not exceed the amount of the Association's operating budget.

**ARTICLE X**  
**Architectural Standards and Use Restrictions**

**10.01 Purpose.** In order to preserve the natural setting and beauty of the Subdivision, to establish and preserve a harmonious and aesthetically pleasing design for the Subdivision, and to protect and promote the value of the Property, the Lots, Dwellings, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every Owner by acceptance of title to his/her Lot agrees to be bound by the provisions of this Article X.

**10.02 Architectural Review Committee.** The Developer shall serve as the Architectural Review Committee (“ARC”) until all of the Lots are sold, then he shall appoint the Architectural Review Committee (“ARC”). The ARC shall have all of the rights, powers and duties as specified under Article X. Thereafter, the Board of Directors shall establish the ARC which shall consist of three (3) members, all of whom shall be Owners and who may or may not be members of the Board of Directors. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the ARC by the Board shall be subject to the prior approval of the Developer until he controls none of the Lots. The ARC shall meet as necessary, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the ARC shall constitute the action of the ARC on any matter before it. The ARC is authorized but not obligated to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ARC in performing its functions set forth herein. The ARC may elect to transfer authority to the Board of Directors to approval fences, pools, landscaping and other miscellaneous projects but will maintain authority to approve all new construction, including additions to existing structures and accessory buildings.

**10.03 Permitted Improvements, Submittals.**

- (a) No buildings, structures or other improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, including the alteration of the Lot and street layout as described on the Plat, except
  - i. as such improvements and alterations are approved in writing by the ARC in accordance with this Article X, or
  - ii. improvements which pursuant to this Article X do not require the consent of the ARC.
- (b) The ARC is hereby authorized to promulgate from time to time written requirements governing the contents of submissions of plans and specifications and other information including, but not limited to, nature, color, type, shape, height, materials and location of the proposed improvements to evidence compliance with and obtain approval pursuant to Sections 10.05, 10.06, and 10.07 hereof (“Required Submittals”).

**10.04 Contractors and Service Personnel.**

- (a) All contractors, subcontractors, material suppliers, and related personnel are required to enter and exit through an entrance designated by the Developer.

- (b) No Lot filling or slab pouring will be allowed on Sundays, and a reasonable construction schedule should be maintained. Unless otherwise designated by the ARC or the Developer, the foregoing construction activity shall be limited to the following: 7:00am through 6:00pm, Monday to Friday; 7:00am through 4:00pm on Saturday.
- (c) Contractors are required to keep the job sites as neat and clean as possible. Trash and discarded materials such as lunch bags, cans, bottles, and odd materials, must be removed daily. Stockpiling of trash or any material on adjacent Lots or streets is not permitted. A dumpster or disposal container is required. Burning is not allowed.
- (d) If trash and debris on the job site becomes a noticeable problem, notification to the responsible party will be given by the ARC to clean up the site within two (2) working days. If after the two (2) working day period the site has not been cleaned, the Subdivision will remove the debris and charge the Owner.
- (e) Mud/silt/debris-free street and proper erosion control is the responsibility of the contractor. Adequate silt fencing and matting at the entry drive must be properly installed and maintained to keep the streets free of mud, silt and debris.
- (f) The Owner of a Lot and/or the contractor performing work on a Lot shall be responsible for removal of mud, debris, and other construction materials from the street rights-of-way which arise from building construction within the Subdivision. Any costs or expenses incurred by the Association in connection with the removal of such material shall be assessed to the Lot Owner or the contractor as determined by the Association, plus an additional amount equal to twenty-five (25%) percent of the cost of removal.
- (g) It is the responsibility of the contractor performing work on a Lot to maintain drainage ditches/swales at all times.
- (h) Portable toilets are the responsibility of the contractors. They should be located out of the right-of-way, and sanitized weekly. Contractors should provide adequate facilities for workers.
- (i) Vehicles are to be parked on one side of the street only or on the immediate site on which the contractor is working, not on adjacent sites. No vehicles (cars, trucks, vans, etc.) may be left in the Subdivision overnight. Construction equipment may be left on the site while in use but must be kept outside of the street right-of-way.
- (j) Washing any truck or vehicle within a street right-of-way is prohibited. Concrete delivery trucks may be washed only on the Lot on which concrete has been delivered.
- (k) A contractor working within the Subdivision shall be responsible for and repair any damage to streets and curbs, drainage inlets, street lights, street markers, mailboxes, walls, fences, or other Subdivision improvements immediately upon such occurrence. If the contractor causing such damage fails to make such repairs or replacements timely as they occur, the Association shall be entitled but not obligated to make the necessary repairs or replacements, and such costs shall be billed to the responsible contractor. Any amounts incurred by the Developer or the Association in making such repairs or replacements shall be deducted from the contractor or Owner's damage deposit. If the contractor or Owner's damage deposit is not sufficient, the additional amount will be charged to the Lot Owner.

- (l) If a contractor or Owner causes damage to any telephone, cable TV, electrical water, or other utility lines, it is such Owner or contractor's obligation to report the occurrence of damage within thirty (30) minutes and pay all costs and expenses of repairs.
- (m) Loud radios or noise emanating from a Lot is prohibited.
- (n) Each contractor shall maintain a clean and orderly work site on a Lot. The presence of persons on a Lot, other than bona fide workers, contractors and sub-contractors performing work and labor and delivering building materials upon or to a Lot, is prohibited.
- (o) No workmen, contractor, sub-contractor or service personnel will be permitted to bring pets, alcohol, or any other illegal substance on a Lot.
- (p) The restrictions, requirements and prohibitions set forth in this Section 10.05 are directed to building contractors and sub-contractors. Each Owner contracting with a building contractor shall be responsible to the Association and members of the Association for compliance with these restrictions, requirements, and prohibitions. Notification of violation will be sent to the Lot Owner and contractor responsible for such violation. The failure of the Lot Owner or contractor responsible for the violation to cure the violation shall entitle the Association to take all action necessary to repair or resolve the violation, and thereafter assess the costs of compliance to the responsible Lot Owner, as determined by the Association, plus an additional amount equal to twenty-five (25%) percent of the cost of compliance. Those actions could include charging the Owner for the correction done by the Subdivision, withholding architectural review until the violations are amended, or, in certain cases, denying entry to contractors or personnel thereby preventing work within the Subdivision.

**10.05 Construction of Improvements.**

- (a) All buildings, structures, or other improvements (excepting sidewalks and driveways) on or with respect to any Lot or Dwelling shall be located only within the set-back lines specified on the recorded Subdivision Plat, provided that the ARC shall be empowered to grant variances with respect to such set-back lines.
- (b) The ARC reserves the authority to restrict construction of improvements on any Lots or Dwellings to be undertaken or conducted between Monday and Saturday during reasonable hours, unless otherwise permitted by the ARC under unusual circumstances.
- (c) Construction must commence as soon as practicable, but in no event more than four (4) months after obtaining a Certificate to Proceed from the ARC, unless the ARC grants a written extension of time, and must be substantially completed within twelve (12) months from the time work thereunder commenced. All necessary building and related permits must be obtained prior to the commencement of the construction, and all construction must be performed in accordance with the Rules and Regulations, including applicable building codes, and the approved plans and specifications. Any change in plans or specifications during construction from those approved by the ARC must be submitted for specific approval. The failure of an Owner or contractor to timely comply with the completion obligation set forth above shall entitle the Association to charge a fee for such non-compliance in an amount equal to Thirty (\$30.00) Dollars per day from the end of the twelve (12) month completion period above until the issuance of a certificate of occupancy by the City of West Monroe.

- (d) Dwellings may not be temporarily or permanently occupied until the exteriors thereof and landscaping therefor have been completed. No temporary house, shack, tent, barn, other outbuilding or construction trailer shall be permitted on any Lot at any time, except as provided in Section 10.20 hereof and except for temporary structures for social functions as may be permitted by Rules and Regulations promulgated by the Board, nor shall any stable, poultry house or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot. During the continuance of construction by an Owner, such Owner shall require its contractors to maintain the Lot and Dwelling in a reasonably clean and uncluttered condition. Upon completion of construction, such Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot and Dwelling on which such construction has been completed; and shall provide portable bathroom facilities for all workers until permanent ones have been constructed within the Dwelling.
- (e) Except for those rights reserved to the Developer in Article II, Plan of Subdivision and Article III, Property Rights hereof, any proposed reconfiguration of Lots, streets and conservancy areas, or any change in zoning, shall first be approved in writing by the ARC.

**10.06 Architectural Approval.**

- (a) No construction of buildings, structures or improvements of any nature whatsoever shall be commenced or maintained by any Owner, other than the Developer, and no construction shall commence affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, including, without limitation, the construction or installation of signage, sidewalks, driveways, parking lots, decks, docks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, flagpoles, basketball backboards, dog runs and houses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, without the prior written approval of the ARC. Prior to the construction of a Dwelling or other structure improvements upon a Lot, the Owner or a builder shall submit an Application for Approval of such construction with the ARC on the form set forth on Exhibit A, attached hereto, providing the requested information, together with the Deposit (defined herein), fees, plans, specifications, site plans, and other matters required in this Agreement. Two sets of the plans, specifications and related data shall be provided in advance of any construction to the ARC, and one copy of such plans, specifications, and related data so submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Owner marked "approved," "approved as noted," or "disapproved." The ARC shall establish a fee sufficient to cover the expenses of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be \$125.00 (One Hundred Twenty-Five and no/100 Dollars), and the ARC shall have the right to increase this amount from time to time. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his/her Dwelling that do not affect the exterior appearance without the necessity of approval or review by the ARC.
- (b) Prior to construction of a residence, the Owner or contractor shall be required to post with the ARC a deposit in the amount of \$3,000.00, or such greater amount as may be deemed necessary by the ARC ("Deposit") which deposit may be held by the ARC as a master deposit applicable to multiple lots under construction by the Owner or contractor, as directed by the ARC. The ARC shall have the authority to determine deposit amounts and

shall refund any remaining portions of the Deposit upon completion of a Dwelling or all Dwellings to which the Deposit is applicable and when all requirements have been met. The Deposit may be applied by the Association to pay for damages caused by the Owner or building contractor or the agents, subcontractors, employees, or designees for repair or replacement to the following:

- i. Streets, Common Areas, and any other portion of the Subdivision which may be subject to activity as a result of construction of a Dwelling. The amount of the Deposit may be changed from time to time by the ARC or as provided otherwise. The ARC shall refund the Deposit only upon completion of the Dwelling and only if the streets, Common Areas, or other portion of the Subdivision have not been damaged during the course of construction. In the event that streets, Common Areas or any other portion of the Subdivision have been damaged during the course of construction then the Deposit shall be forfeited in full, up to the cost of repairs, to the Association for use in making the necessary repairs.
  - ii. Swales and drainage required herein and/or necessary for a Lot and any improvements thereon. If requested, the Owner shall submit to the ARC a certificate, by a licensed Louisiana surveyor, that all ditches on site have been properly graded, all culverts are set to proper grade and are free of visible damage. Masonry head walls are required on all culverts.
  - iii. Minimum landscaping for a Lot. The ARC will require: (i) a minimum of 200 square feet of planted area on a Lot. Each Lot shall have not less than one (1) class A tree (minimum 10' in height) in the front yard ("Front Yard Tree"), and not less than one (1) class A tree (minimum 10' in height) in the back yard ("Back Yard Tree"). The Front Yard Tree(s) and Back Yard Tree(s) shall be approved by the ARC and planted/installed by the Owner at the cost and expense of the Owner. The Front Yard Trees and the Rear Yard Trees are referred to as the "**Required Trees.**" The Required Trees shall be watered, fertilized, and maintained at all times and replaced by Owner. All yards shall be fully sodded with Centipede grass, including to the street fronting the Lot and shall be installed prior to occupancy of a Dwelling. All ditches and swales shall be properly graded and sodded on both sides. The Required Trees shall be as classified, planted and maintained in accordance with the requirements of the Agreement.
  - iv. Costs associated with the Owner or building contractor's compliance with these Restrictive Covenants and the requirements of the City of West Monroe and Ouachita Parish.
- (c) Each Owner may be required to create and maintain a drainage way within and immediately adjacent to the interior side or rear lines of his/her Lot in order to provide and as deemed necessary for drainage as determined by the ARC.
- (d) The ARC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage of surface water run-off, the ARC shall have the right to establish a maximum percentage of a Lot which may be covered by Dwellings, building, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the ARC, representatives of the ARC shall have the right during reasonable hours to enter upon and inspect any Lot or Dwelling or other improvements with respect to which construction



is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event that the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the ARC fails to approve, approve as noted, or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Subdivision as set forth in this Agreement. Upon approval of plans and specifications, no further approval under this Article X shall be required with respect thereto, unless such construction has not substantially commenced within four (4) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the ARC upon any ground which is consistent with the object and purposes of this Agreement including aesthetic considerations, so long as such grounds are not arbitrary or capricious.

- (e) No mailboxes shall be installed on any Lot, until specifically approved by the ARC. A uniform style mailbox may be adopted for use on each Lot by the Developer.

#### **10.07 Landscaping Approval.**

- (a) To preserve the aesthetic appearance of the Subdivision, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner other than the Developer, unless and until the plans therefor have been submitted to and approved in writing by the ARC.
- (b) The provisions of Section 10.06 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall indicate the area to be covered by grass lawns as well as the area to be left in a natural state. No hedge or shrubbery planting shall be placed or permitted to remain on any Lot where such hedge, shrubbery, or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or street in the Subdivision. The same sight-line limitations shall apply to any Lot within ten (10') feet from the intersection of a street Property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. Unless located within seven (7') feet of a building, no Owner other than the Developer shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6") inches or more at a point of two (2') feet about ground level, without obtaining the prior approval of the ARC, provided that the dead or diseased trees which are inspected and certified as dead or diseased by the ARC or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot by the Owner of such Lot. Unauthorized cutting of trees shall result in a fine being levied by the ARC against the Owner. Fines shall be as follows: cutting of trees 4" but less than 6" in diameter, \$1,000 per tree, trees 6" but less than 8" in diameter, \$1,000 per tree, trees 8" in diameter or larger, \$2,000 per tree. The ARC will also require replanting of up to three trees (15' minimum height) for each tree cut without ARC approval. Plans for replanting must be approved by the ARC. All of the

landscaping of Lots must be completed prior to occupancy or substantial completion to the Dwelling, whichever date shall first occur.

**10.08 No Representation or Warranty of Structural Fitness.** No approval of plans and specifications or other architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Developer, the Association, nor the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article X, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. The approval of any plans or specifications by the ARC shall not serve as any confirmation, warranty or representation by the Committee that the plans and specifications comply with any applicable building codes nor that any structure constructed pursuant to the plans and specifications will be structurally sound or fit. The approval of such plans and specifications by the ARC is solely for the purpose of confirming that the plans and specifications provide for a design which is in harmony and consistent with the design concept in the Subdivision. Neither the Architectural Control Committee nor any member or representative thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications or in the structure of improvements erected therewith, and no party shall have any right or cause of action against the ARC nor its members for the negligent or intentional failure to advise of any deficiencies or defects in the plans or specifications.

**10.09 Building Restrictions.** First floor elevations shall conform at least to the minimum height established pursuant to the Parish Flood Control Ordinance and any regulations promulgated by the authority having control there over. Topography, trees, vegetation and other aesthetic and environmental factors of each individual Lot should be taken into consideration in preparing Dwelling and site plans.

**10.10 Dwelling Size.**

- (a) No Dwelling, shall be constructed having less than one thousand five hundred (1,500) square feet of Living Area and a minimum of two thousand (2,000) total square feet under beam, including a minimum two car garage.
- (b) The heated and cooled area of the first floor of any Dwelling shall have a ceiling height of not less than nine (9') feet.
- (c) Each Dwelling shall include not less than four hundred (400) square feet of garage, as applicable with reference to Sub-Section (a) and Sub-Section (b) above. The rear door garage opening shall face the street at the back of the lot. A front door garage opening of the lot is prohibited.
- (d) It is expressly prohibited to renovate or close in the garage for additional square footage of living area. Garages must remain and be used as a functional garage for the storage of vehicles.

#### **10.11 Building Location; Culverts; Elevations.**

- (a) Exterior wall finishes shall be constructed with materials of a consistent nature and mix on all four sides. By way of example, a permissible mix of materials would be the use of cement siding across the entirety of home with stucco, stone or masonry accents. As with all other aspects of any construction, the exterior wall finishes must be approved by the ARC. Each Dwelling shall contain at least sixty-five percent (65%) cement paintable siding.
- (b) Each Lot shall have individual setback lines as designated on the Subdivision Plat. Each Owner of a Lot shall consult the Subdivision Map on file with the ARC to determine a Lot's setback line.
- (c) Architectural style, proportions and materials of accessory buildings shall preferably match that of the primary structure, and the location, design and appearance of said buildings must be approved in writing by the ARC. Secondary structures will require the purchase of two (2) Lots. No detached structures shall be allowed on Dwelling lot or nearer than ten feet (10') to the side or rear Property lines; location must be approved by the ARC. In appropriate cases, the ARC may approve an accessory building that typically utilizes materials that do not match the primary structure, such as, by way of example, gazebos or greenhouses.
- (d) On all Lots, all driveways and aprons must be constructed of concrete, pavestone pavers or a substitute paver approved by the ARC of a color, type, design, and quality approved by the ARC. The required concrete pavers shall be installed from the paved street to the foundation of the main residential structure or Dwelling on the Lot and may not be nearer than three feet (3') from the side Property line.
- (e) Any Owner who owns two or more adjacent Lots may construct a building across the common side line of the Lots, subject to compliance with the following: **(i)** approval of the ARC, **(ii)** obtaining re-subdivision approval from Ouachita Parish, and **(iii)** compliance with all other setback requirements. There shall not be more than one Dwelling building on any one (1) Lot.
- (f) No foil or other reflective material shall be used on any windows for sun screens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other items be hung on any railing, fence, hedge, or wall. Metal fireplace chimneys shall be enclosed in a chase and have a decorative chase cap covering the spark arrester.
- (g) No buildings or other structures, except fences, shall be built on, across, above, and/or below any servitudes or easements granted for utility purposes, nor shall they overhang any servitudes or easements granted for utility purposes. Any fences require approval of the Architectural Committee and must not interfere with the purpose or use of the servitude or easement. All utility services shall be underground and no utility facilities from overhead sources shall be constructed or permitted on any Lot. Fences shall be masonry, wrought iron, or stucco as approved by ARC.
- (h) The Federal Emergency Management Association (FEMA) flood zone elevation shall be maintained. All dwellings constructed on a Lot shall have a minimum building finish floor elevation of 18 inches above the center line of the street fronting the lot. When the topography is such that to follow this rule would mean significant interruption of the

natural drainage flow the Architectural Committee should be consulted for any elevation or topography adjustments.

- (i) Set-backs for all constructions shall be the distances set forth in the Subdivision Plat and required by the City of West Monroe.

#### **10.12 Use of Lots and Dwellings.**

Except as otherwise permitted herein, each Lot and Dwelling shall be used for residential purposes only and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or his/her tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any Lot or Dwelling be used as a storage area for any building contractor or real estate developer. Lease or rental of a Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease

- (a) is for not less than the entire Dwelling and all of the improvements thereon,
- (b) is for a term of at least twelve (12) months, and
- (c) is otherwise in compliance with Rules and Regulations as may be promulgated and published from time to time by the Board of Directors.

All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Agreement and the Rules and Regulations adopted hereunder.

#### **10.13 Fences; Site Lines.**

- (a) No chain-link fences shall be permitted within the Subdivision, except for a dog run fence located on a Perimeter Lot or located within a privacy fence, screened by appropriate landscaping approved by ARC.
- (b) All fences must be approved by ARC. No fence shall be erected or maintained in the front yard of a Lot. Fences shall be no closer to the street fronting the Lot than the front exterior wall of the Dwelling enclosing the side and rear yards. The composition of allowed fences shall be subject to strict requirements to be established by the Association and/or the ARC and shall be limited to the following: **(i)** brick wall matching the brick of the house, **(ii)** stucco wall matching the stucco of the house, **(iii)** wrought iron or aluminum imitation wrought iron fencing, or **(iv)** invisible electronic fencing for pets. The gate door facing the street fronting a Lot may be constructed of wood or other material approved by the ARC. Chain link, barbed wire, and hard wire fences are strictly prohibited, except as allowed in Section 10.13(a) of the Restrictions. No fence or wall shall be constructed, placed, maintained, or erected on any Lot without the prior written approval of the ARC as to its materials, location, and height.
- (c) Sightlines. No fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines and a line connecting them at points fifteen (15') feet from the intersection of the street lines, or in the case of a rounded Property corner from the intersection of the street Property lines extended. The same sightline limitations shall apply on any Lot within ten (10') feet from the intersection

of a street Property line within the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to provide obstruction of such sightlines.

- (d) **Fences.** No fence shall be erected on said Lot within the front building setback line of that Lot. The composition of fences shall be subject to strict requirements to be established by Developer and/or the ARC and shall (unless otherwise amended by the Developer and/or the ARC) be limited to one of the following: (i) brick wall matching the brick of the house, (ii) stucco wall matching the stucco of the house, (iii) wrought iron fencing, or (iv) invisible electronic fencing for pets. No fence or wall shall be constructed, placed, maintained, or erected on any Lot without the prior written approval of the ARC as to its location and height.

**10.14 Signs.** Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on any Lot, the exterior of any improvements located within the Subdivision, or elsewhere on any portion of the Property, without the express written permission of the ARC. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such written conditions, standards and guidelines as may be from time to time promulgated by the ARC. Notwithstanding the foregoing, the restrictions of this Section 10.14 shall not apply to the Developer. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those servitude areas established in Section 3.08 hereof.

**10.15 Antennas.** No television antenna, satellite dish, radio receiver, or other similar device (“**Communication Devices**”) shall be attached to or installed within or on the Property. All types of Communication Devices are strictly prohibited in/on the Property, except as allowed and located by the Developer or the Association. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot or Dwelling which may unreasonably interfere with the reception of television or radio signals within the Subdivision, provided, however, that the Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Subdivision for the benefit of the Owners.

**10.16 Pets.** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Subdivision, provided that up to three (3) generally recognized house pets may be kept, subject to Rules and Regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas. Pets shall not be unleashed except in fenced areas or owner’s property, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether for purposes of this Section 10.16, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the Owner of a particular pet to remove such pet from the Subdivision if such pet is found to be a nuisance or to be in violation of this Agreement. The Board of Directors shall

have the further rights, subject to Section 12.03 hereof, to fine any Owner (in an amount not to exceed \$150.00 per violation) for the violation of these pet restrictions by such Owner or an Occupant of his/her Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an Occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any Assessment next coming due to which such Lot and its Owner are subject.

**10.17 Nuisances.** No rubbish or debris of any kind shall be dumped, placed, burned, or permitted to accumulate upon any portion of the Subdivision, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Subdivision, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Subdivision. Noxious or offensive activities shall not be carried on in any Lot, Dwelling or in any part of the Common Areas, and each Owner, his/her family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot, Dwelling or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the Occupants of other portions of the Subdivision or which could result in a cancellation of any insurance for any portion of the Subdivision, or which would be in violation of any law or governmental code or regulation. Any Owner, or his/her family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Subdivision not authorized in accordance with the rules and procedures for regular trash pickup, shall be liable to the Association for the actual cost of removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of any Assessment next becoming due to which such Owner and his/her Lot are subject.

**10.18 Motor Vehicles, Trailers, Boats, Etc.** Each Owner shall provide for parking of automobiles in garages or driveways. The outside storage or parking of junk vehicles, mobile homes, trailers (either with or without wheels), motor homes, house trailers, tractors, trucks (other than pickup trucks), trailer trucks, commercial vehicles of any type, campers, camp trucks, motorized campers or trailers, buses, boats, other water craft, boat trailers, and machinery or equipment of any kind or character is strictly prohibited. The foregoing restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer kept within an enclosed garage. The parking of any vehicle within a street right-of-way is strictly prohibited. Furthermore, the Board of Directors may at any time prohibit motorcycles, motorized bicycles, motorized go-carts, all-terrain vehicles (ATVs and ATCs), and other similar vehicles, or any of them, from being kept, placed, stored, maintained, or operated upon any portion of the Subdivision. No Owners or other Occupants of any portion of the Subdivision shall repair or restore any vehicle of any kind upon or within any Lot, or within any portion of the Common Areas, except: (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

No structure of a temporary character, trailer, camper, camp truck, mobile home, or other prefabricated trailer, house trailer, camper, or mobile home having once been designed to be moved on wheels, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

**10.19 Parking.** No vehicle of any kind shall be parked on any portion of any Lot except the paved portion of the garage apron. No vehicle(s) owned or used by the Owner or Occupant, or their family members, guests, invitees, contractors, employees, designees, transferees, successors, or assigns shall be parked in the street overnight. No driveway shall be used for storage of boats, trailers, motor homes, recreational vehicles, campers, school and other buses, unused or inoperable automobiles or any other items. The utilization of any portion of any Lot for performing repair work on any vehicle is expressly prohibited. No trucks, trailers, automobiles or other commercial vehicles bearing advertisements shall be parked anywhere on the Property except when making a delivery.

**10.20 Sales and Construction Activities.** Notwithstanding any provisions or restrictions contained in this Agreement to the contrary, it shall be expressly permissible for the Developer, its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, or Common Areas, including, without limitation, the installation and operation of sales offices within the Gatehouse or elsewhere in the Subdivision, signs and model Dwellings, all as may be approved by the Developer from time to time, provided that the location of any construction trailers of any assignees of the Developer's rights under this Section 10.20 shall be subject to the Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities. The Developer has the right to control gate operating hours as long as he owns one Lot or building site within the Subdivision.

**10.21 Time Sharing.** No Lots or Dwellings may be sold under any time sharing, time-interval, or similar right-to-use programs.

**10.22 Garbage and Trash Collection Services.** Trash and garbage containers shall not be permitted to remain in public view except during the period commencing at 6:00 pm on the day before a scheduled trash collection day until six hours after trash collection is completed. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers. The Association shall have the authority to negotiate and enter into a contract with a solid waste collection company to provide waste collection services for the Subdivision. The Association may negotiate and contract for a single source billing, which shall be included as an Association expense item and paid for by the Members as dues or Assessments to be determined by the Association. In the alternative, the Association may contract for waste collection services for The Subdivision to be billed on a monthly basis to each Owner (homeowner) all within the discretion and control of the Association.

**10.23 Streetscapes.**

(a) **Address Numbers.** House address numbers will be displayed on the front of the house on an address plaque installed on the front wall of the house. The address plaque and the location of the address plaque on the wall of the house must be approved by the ARC prior to display or installation. The purchase and installation of the house address plaque shall be the cost and expense of the Lot Owner, and the house address plaque shall be furnished and installed by an installer designated by the Association, all as directed by the ARC.

- (b) Flagpoles. Flagpoles and flags to be displayed shall be approved by the ARC prior to display or installation. The Association shall have the discretion to limit flags to USA flags only.
- (c) Basketball Goals, Sports or Recreational Equipment. Basketball goals, sports or recreational equipment are prohibited. No basketball goals, sports or recreational equipment are to be installed or placed in the streets or alleyways either permanently or temporarily.
- (d) Windows. Any window covering placed on any windows facing any street must be lined with a white or off-white backing unless otherwise approved by the ARC. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purposes, nor shall window mounted heating or air-conditioning units be permitted.
- (e) Yard Decorations. Yard decorations shall be maintained in accordance with the general scheme of the community and shall be subject to restrictions imposed by the ARC.

**10.24 Lighting.**

- (a) Yard and House Lighting. Each Lot may have a gas light fixture in the front yard, either (i) on a pole/post, or (ii) on the front wall of the Dwelling next to the front door. All gas lamps must be lit and maintained lit twenty-four (24) hours a day on each day. The design, height, and location of said fixture shall be subject to the approval of the ARC.
- (b) Exterior Site Lighting. Exterior lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and should be as close to grade as possible. The wattage is determined by the ARC. All exterior lighting must be approved by the ARC prior to installation.
- (c) Security Flood Lighting. Security flood lighting must not infringe upon adjacent neighbors. Only recessed lighting or decorative lighting is allowed in the front of the Dwelling, with the exception that two security floodlights in the front yard and two security floodlights in the rear yard are acceptable.

**10.25 Aircraft.** There shall be no landing or taking off of aircraft of any form, including helicopters of any form, in the Subdivision.

**10.26 Driveways.**

- (a) Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used. No driveway may be constructed on any Lot to provide access to any adjoining Lot unless the express written consent of the ARC first shall have been obtained.
- (b) No driveway shall be constructed without the prior written approval of the ARC as to its location.

**10.27 Mail Receptacles.** All mail receptacles must be of the same design, material and paint color as approved by the ARC and shall be constructed, placed and maintained on the Lot and/or Unit in accordance with guidelines provided by the ARC from time to time. Specifications, prices, and place of purchase will be provided by the ARC before installation. The Association reserves the right to create certain designated “mailbox access” within Trenton Bend, LLC, LLC and to assign mailboxes to individual Lots.



**10.28 Drainage.**

- (a) No Owner shall in any way interfere with or alter the established drainage pattern of water over his/her Lot or interfere with drainage over and through any drainage servitude on his/her Lot. For purposes of this Agreement, the “established drainage pattern” is defined as the drainage pattern which is designed to occur at the time at the overall filling and grading of the Subdivision in accordance with the drainage plan which has been submitted by Developer and approved by the City Of West Monroe Department of Engineering.
- (b) Drainage servitudes are designated on the plan of Subdivision in the side yard setback areas of certain Lots. The Owners of the Lots shall not construct or install any landscaping, fences, walls, works, or other improvements in these drainage servitude areas nor impede these drainage servitude areas. Further, no eaves or overhangs shall hang over or be constructed as overhanging onto neighboring Lots, and no Owner shall deposit water from his/her Lot onto neighboring Lots, except as set forth in the Approved Subdivision Drainage Plan.
- (c) Any modification, connection, or tie-in into the existing drainage system for the subdivision by an Owner or contractor is strictly prohibited.
- (d) Any drain pipe, culvert or other drainage conduit installed by an Owner or contractor originating from a dwelling in the direction of the Lake must be installed underground with a popup valve at the lower end of the drain pipe, culvert or other drainage conduit.

**10.29 Swimming Pools, Patios, Decks.**

- (a) Swimming pools, hot tubs, patios, and decks shall be prohibited except where Owner purchases a second lot that is an adjacent lot. It shall be constructed with a courtyard and shall be constructed within the building setback lines for all Lots. No pool or hot tubs shall be constructed without a review and prior written approval of the Developer and/or the ARC.
- (b) Swimming pools, patios, and decks shall be constructed in the ground and shall be at normal ground level. Above ground pools are prohibited.
- (c) Tennis courts, patios, decks, and other structures shall be located within the building setback lines and shall also be approved by the ARC as to location, fencing, enclosures, and materials.

**10.30 Paint Colors.**

- (a) Paint colors for exterior of Dwelling shall be selected from the approved list.

**10.31 Roofing.**

- (a) Roofing shall consist of minimum 30 year Architectural Shingles or Galvanized Metal as approved by Developer or ARC.

**10.32 Approved Builders and Contractors.** It is understood the Developer intends to build all units within the Subdivision. However, the Developer can decide to make concessions. If so, the following rules apply: Prior to construction or remodeling of a dwelling within the Property, the Owner of the Lot must first obtain the approval of the Developer, and thereafter, the ARC for a contractor or other person or entity acting as contractor for the construction of a dwelling, which shall include a review of the requirements as follows:

- (a) **Builders.** The Builder must first achieve approval of the ARC and be included on a list of approved builders (“**Approved Builder**”) who understand the high quality of construction expected within the Subdivision, a copy of which is available in the office of the Developer or the Association. The contractors selected by an Owner to construct improvements on a Lot must be approved by the ARC at its sole discretion.
- (b) **Contractors.** Each Dwelling within the Property must be constructed and supervised by an Approved Builder. No Owner shall individually construct, contract, or supervise the construction of any house, building, or other structure on any Lot, unless he is an Approved Builder. Any approval by the ARC of a contractor or Approved Builder is not meant as an endorsement of the contractor’s or builder’s ability and shall not be the basis for any liability on the part of the ARC or the Developer.
- (c) **Access to Approved List.** The list of Approved Builders shall be maintained by the Developer or the Association in the registered office of the Developer or the Association, and those lists shall be available for review by the Owners during regular business hours of the Developer or the Association.

**ARTICLE XI**  
**Private Street, Servitude of Passage**

**11.0 Private Street, Servitude of Passage**

- (a) All of the streets shown on the plan of Subdivision fronting the Lots shall become city street of the City of West Monroe. Said streets are intended to be dedicated to the City of West Monroe, Louisiana, the public in general or to public use.
- (b) There is hereby granted and established by designation in favor of each and every Lot, each and every present and future Owner of a Lot in the Subdivision, and each and every present and future Owner of a Lot in the Subdivision, and each and every present Owner and future Owners of the Property, their heirs and assigns, a non-exclusive perpetual servitude of passage and of ingress and egress on, over and across all of the streets (including all drives and courts) and the street rights-of-way located in the Subdivision, as shown on the Plan of the Subdivision. The servitude in favor of each such Lot or grantee shall be a separate and distinct servitude. Said servitude in favor of each Lot or grantee shall be a predial servitude which shall be exercisable by the Owner of such Lot or grantee and his/her agents, employees, contractors, licensees, invitees, and guests. Each and every such servitude of passage and of ingress and egress shall permit and allow the grantee thereof (i.e., the Lot, the Owner of the Lot) and his/her agents, employees, contractors, licensees, invitees and guests, the non-exclusive use and right of passage, together with others, of said streets and sidewalks, if the latter are required, within the said street rights-of way for access to and ingress to and egress from every Lot and/or Common Area, which said use shall be determined by law, these Subdivision restrictions, and Rules and Regulations as promulgated by the Association from time to time. In no event shall any such Lot or Owner of a Lot or grantee be deprived of egress from or ingress to his/her Lot over the said streets in the Subdivision. The aforesaid servitudes established in this section shall not be subject to termination or amendment by or upon any termination or amendment of this Declaration. Any person who shall cease to be an Owner and an Association member shall lose his/her servitude rights under this section.

- (c) It is expressly provided that Developer, its successors or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across the said streets and street rights-of-way located in the Subdivision and/or shown on the Plan of Subdivision, to such entities, properties and/or persons as it shall determine, which such grantees shall have the right to use and enjoy the said street rights-of-way and streets in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. In addition, Declarant reserves the right for themselves, theirs successors and assigns, to use and enjoy the said streets and street rights-of-way in addition to and together with all of said grantees. It is understood that other servitudes, such as servitudes for utilities, have been granted which affect the said street rights-of-way. The grantees of the servitudes hereinabove established shall cooperate with such other servitude grantees in the use and enjoyment of the servitude areas, streets and street rights-of-way.
- (d) An Owner of a Lot in the Subdivision and his/her respective agents, employees, contractors, licensees, invitees and guests shall at no time obstruct or in any way interfere with free passage on, over or across the said streets and street rights-of-way and that portion of the rights-of-way on which sidewalks, if required, may have been constructed. However, the Declarant, or its successors and assigns, the Association, or its successors and assigns, and/or any utility company, entity or governmental agency in carrying out its rights, duties or obligations to install, maintain, repair or replace the improved streets or any utility within the Subdivision or streets, may reasonably temporarily obstruct or interfere with the said use of passage, and of ingress or egress, on, over or across said streets and street rights-of-way. The Association shall also have the right to protect and preserve the private nature of the said streets in the Subdivision by reasonable means, including without limitation, by reasonable Rules and Regulations, by gatehouses, security gates, check points, guard rails and similar devices located in the street right-of-way or otherwise.

## **ARTICLE XII**

### **Rule Making**

#### **12.01 Rules and Regulations.**

- (a) Subject to the provisions hereof, the Board of Directors may establish reasonable Rules and Regulations concerning the use of Lots, Dwellings and the Common Areas and facilities located thereon. In particular, but without limitation, the Board of Directors may promulgate from time to time Rules and Regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such Rules and Regulations and amendments thereto. Such Rules and Regulations and amendments thereto shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically overruled, canceled, or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by the Developer, for so long as the Developer owns any Lot primarily for the purpose of sale.

- (b) All vehicular traffic on the private streets and roads in the Subdivision shall be subject to the provisions of the laws of the State of Louisiana, Ouachita Parish, and City of West Monroe concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable Rules and Regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. Any such fines or penalties imposed by the Association shall not exceed the sum of \$100.00 per occurrence. All vehicles of any kind and nature shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Subdivision.

**12.02 Authority and Enforcement.** Subject to the provisions of Section 12.03 hereof, upon the violation of this Agreement, the By-Laws or any Rules and Regulations duly adopted hereunder, the Board shall have the power

- (a) to impose reasonable monetary fines which shall constitute a real obligation and lien upon the Lot, the Owners or Occupants of which are guilty of such violation,
- (b) to suspend an Owner's right to vote in the Association, or
- (c) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-Owner's of such Owner and their respective families, guests and tenants) to use any of the recreational facilities located in the Common Areas, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his/her family, guests, or tenants or by his/her co-Owners or the family, guests, or tenants of his/her co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

**12.03 Procedure.** Except with respect to the failure of an Owner to pay Assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other Occupant of the Subdivision for violations of the Declaration, By Laws, or any Rules and Regulations of the Association, unless and until the following procedure is followed:

- (a) Written demand to cease and desist from an alleged violation shall be made upon the Owner responsible for such violation specifying:
  - (i) the alleged violation;
  - (ii) the actions required to abate the violation; and
  - (iii) a time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, a statement that any further violation of the same provision of this Agreement, the By-Laws, or of the Rules and Regulations of the Association may result in the imposition of sanctions after notice and hearing.
- (b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

- (i) the nature of the alleged violation;
  - (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
  - (iii) a invitation to attend the hearing and produce any statement, evidence and witnesses on his/her behalf; and
  - (iv) the proposed sanction to be imposed.
- (c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

### **ARTICLE XIII**

#### **General Provisions**

**13.01 Control by the Developer.** Notwithstanding any other language or provision to the contrary in this Agreement, in the Articles of Incorporation, or in the By Laws of the Association, the Developer hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 8.01 hereof. Every Owner in the Subdivision, by acceptance of title to his/her Lot agrees that the Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 13.01 and the provisions of Section 8.01. Upon the expiration of the period of The Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 8.01 and this Section 13.01, such right shall pass to the Owners, including the Developer if the Developer then owns one or more Lots, and a special meeting of the Association shall be called within a reasonable time thereafter in accordance with the By-Laws of the Association. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and the Developer shall deliver all books, accounts, and records, if any, which the Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which the Developer has in its possession.

**13.02 Duration and Amendment.** The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of this Agreement shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to this act of dedication and restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by (i) the then Owners of

a majority of the Lots in the Subdivision has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part, except as allowed in Article IV herein. The terms and provisions of this Agreement, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by (i) the then Owners of fifty-one percent (51%) of the Lots in the Subdivision subject to approval by the Developer; or (ii) by the Developer, alone, and duly recorded with the Clerk of Court for Ouachita Parish, Louisiana.

**13.03 Enforcement.** Each Owner shall comply strictly with the By-Laws and the published Rules and Regulations of the Association adopted pursuant to this Agreement, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Agreement and in the deed or other instrument of conveyance to his/her Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, suspending voting rights or rights of use in and to the recreational facilities, located in the Common Areas and Garden Home Common Areas, or for instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by the Developer, the Board of Directors on behalf of the Association, or by an aggrieved Owner. Should the Developer or the Association employ legal counsel to enforce any provision of the Restrictive Covenants, Rules and Regulations or By-Laws, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Agreement, the By-Laws, and the Rules and Regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery or damages, and that the Developer, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of the Developer, the Association, or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Agreement, the By-Laws, or any Rules and Regulations of the Association, however long continued.

**13.04 Interpretation.** In all cases, the provisions set forth or provided for in this Agreement shall be construed together and given that interpretation or construction which, in the opinion of the Developer or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Agreement shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Agreement shall be the date of its filing for record on

the Records of the Clerk of Court for Ouachita Parish, Louisiana. The captions of each Article and Section hereof as to the contents of each Article and Sections are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.

**13.05 Gender and Grammar.** The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case full expressed.

**13.06 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person or to any Property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.

**13.07 Rights of Third Persons.** This Declaration shall be recorded for the benefit of the Developer, the Owners, and their Mortgagees as herein provided, and by such recording, no adjoining Owner or third party shall have any right, title, or interest whatsoever in the Subdivision, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of the Developer and Mortgagees, as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Agreement without the consent, permission, or approval of any adjoining Owner or third party.

**13.08 Notice of Sale, Lease or Mortgage.** In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot, other Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

**13.09 No Trespass.** Whenever the Association, the Developer, the ARC, and their respective successors, assigns, agents or employees are permitted by this Agreement to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Subdivision, the entering thereon and the taking of such action shall not be deemed to be a trespass.

**13.10 Notices.** Notices required hereunder shall be in writing and shall be delivered by hand or by United States Mail, postage prepaid, certified or registered mail, return receipt requested or by a private commercial courier service such as Federal Express with written evidence of delivery. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots. All notices to the Association shall be delivered or sent in care of the Developer at the following address:

TRENTON BEND, LLC  
400 Trenton Street, Suite C  
West Monroe, Louisiana 71291

or at such other address as the Association may from time to time notify the Owners. All notices to the Developer shall be delivered or sent to the Developer at the above address or to such other address as the Developer may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.



**EXHIBIT A**

**TRENTON BEND SUBDIVISION**

**REQUEST FOR HOME IMPROVEMENT APPROVAL**

In an effort to protect each individual Homeowners' rights and maintain property values, it is required that any homeowner or group of Owners considering improvement of their deeded property submit a REQUEST FOR HOME IMPROVEMENT APPROVAL to the ARC for approval by that Committee PRIOR to initiating work on planned improvements. Examples of improvements include, but are not limited to, exterior paint, patio covers, outside buildings, fences, sidewalks, and decks. If any change is made that has not been approved, the committee has the right to require the homeowner to remove the improvement from his property. Please fill out this form in complete detail and include a sketch of the proposed construction.

Owners Name: \_\_\_\_\_

Address: \_\_\_\_\_

Lot # \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Briefly describe the improvement that you propose:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Who will do the actual work on this improvement? \_\_\_\_\_

Location of Improvement (check applicable areas):

\_\_\_\_\_ Front of House          \_\_\_\_\_ Roof of House          \_\_\_\_\_ Back of House

\_\_\_\_\_ Garage          \_\_\_\_\_ Patio          \_\_\_\_\_ Side of House

Other (describe): \_\_\_\_\_

\_\_\_\_\_

Material necessary for proposed improvement (check):

- Paint B Color(s)
- Stain B Color(s)
- Lumber B Type(s)
- Stain B Color(s)
- Screen B Type(s)
- Cement
- Pipe
- Electrical
- Fence B Type(s)
- Height
- Other (describe) \_\_\_\_\_

\_\_\_\_\_

I understand that the ARC will act on this request as quickly as possible and contact me in writing regarding their decisions. I agree not to begin property improvement(s) until the ARC notifies me of their approval.

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Construction Start Date

\_\_\_\_\_  
Construction Completion Date

Please include paint samples where appropriate. All improvements should be drawn to scale. A sketch will do for mailboxes and gutters.

Committee received request on:

\_\_\_\_\_  
(Date & Initials)

Return to:  
Trenton Bend, LLC  
400 Trenton Street, Suite C  
West Monroe, LA 71291  
Or  
[shall@arcobuilders.com](mailto:shall@arcobuilders.com)  
318-396-1561

EXHIBIT B

PROPERTY DESCRIPTION

THE PROPERTY DESCRIBED IN THE TRENTON BEND, LLC  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,  
DATED \_\_\_\_\_, RECORDED AS INSTRUMENT NO.  
\_\_\_\_\_ OF THE RECORDS OF OUACHITA PARISH,  
LOUISIANA,

DESCRIBED AS FOLLOWS:

A CERTAIN PARCEL OF LAND situated in \_\_\_\_\_,  
Ouachita Parish, Louisiana and more fully described as follows:

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