

Lafayette Parish Recording Page

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VENUS PROPERTIES LLC

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VENUS PROPERTIES LLC

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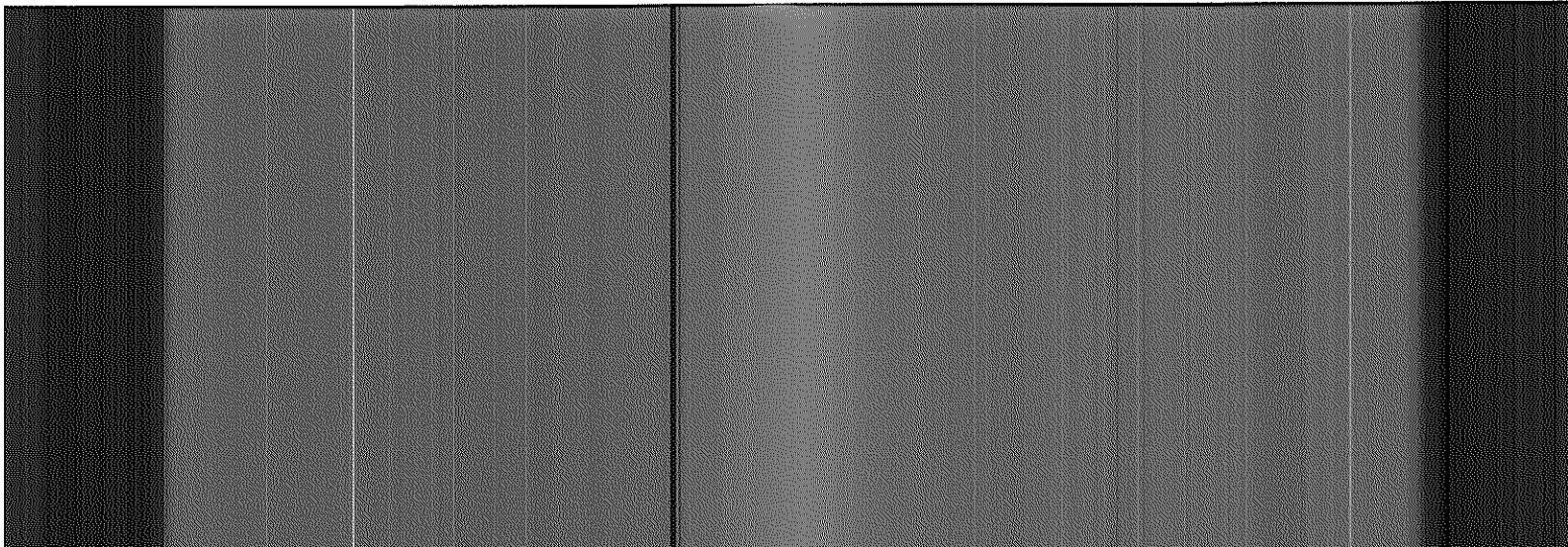
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**AMENDMENT TO ACT OF DEDICATION AND
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
SUMMERWIND SUBDIVISION**

BE IT KNOWN, that on this 13th day of November, 2020, before me, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

VENUS PROPERTIES, L.L.C., a Louisiana limited liability company duly organized, validly existing and in good standing under the laws of the State of Louisiana, domiciled in Lafayette Parish, Louisiana, appearing herein by and through Patrick L. Colvin, its duly authorized Member, pursuant to authority contained in Articles of Organization dated February 5, 2004, whose mailing address is 151 Industrial Parkway, Lafayette, Louisiana, hereinafter referred to "Appearer" or "Developer",

who did declare and state that Appearer executed an Act of Dedication and Declaration of Covenants, Conditions, and Restrictions of Summerwind Subdivision, dated March 7, 2017 and filed under Entry No. 2017-10026, records of Lafayette Parish, Louisiana (the "Declaration"). Appearer further declared that it desires to amend the restriction pursuant to the authority contained in Article VII, Section 28 of the Declaration. In view of the foregoing, the following modifications, amendments and corrections are hereby adopted and approved.

1. Articles I through and including X of the Declaration are hereby reformed, corrected, and replaced to read as follows:

"ARTICLE I

DEFINITIONS

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

- (a) "Appearer" shall mean Venus Properties, L.L.C., its successors and assigns.
- (b) "Architectural Control Committee" shall mean and refer to the committee which approves exterior and structural improvements, additions, and changes within the Subdivision as provided herein.
- (c) "Assessment" shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.
- (d) "Association" shall mean and refer to Summerwind Homeowners Association, Inc. a Louisiana non-profit corporation either already existing or to be formed.

(e) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(f) "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of the Association, which govern the administration, and operation of the Association as the same may be amended from time to time.

(g) "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association or over which the Association holds a servitude for the common or restricted use and enjoyment of the Owners, including, but not limited to the land designated as "Common Area", "Private Drainage Easement and Detention Pond", and the private streets known as "Lemongrass Lane", "Drifting Sands Lane" and "Blue Harbor Lane", all designated and located on the Subdivision Plat.

(h) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association.

(i) "Declaration" shall mean and refer to the Act of Dedication and Declaration of Covenants, Conditions, and Restrictions of Summerwind Subdivision and all amendments thereto, dated March 7, 2017 and filed for record under File No. 2017-10026, records of the Clerk of Court for Lafayette Parish, Louisiana.

(j) "Developer" shall mean Venus Properties, L.L.C.

(k) "Dwelling" with an initial capital letter, shall mean and refer to any home or residence constructed on a Lot within the Subdivision.

(l) "Living Area" shall mean and refer to enclosed and covered areas within a home, exclusive of garages, carports, porches, terraces, balconies, decks, courtyards, greenhouses, atriums, and attics.

(m) "Lot" shall mean and refer to any portion of the Property upon which it is intended that a dwelling or home shall be constructed as such Lots are shown on the Subdivision Plat.

(n) "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.

(o) "Owner" with an initial capital letter, shall mean and refer to one or more persons, who or which owns title to any Lot.

(p) "Person" shall mean and refer to any person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(q) "Property" with an initial capital letter, shall mean the real property described on page 1 of the Declaration.

(r) "Subdivision Plat" shall mean and refer to that certain plat of Summerwind Subdivision prepared by Montagnet & Domingue, Inc. dated March 17, 2017, a copy of which is recorded under Entry No. 2017-12907, records of Lafayette Parish, Louisiana, together with any future revisions thereof.

ARTICLE II

PROPERTY RIGHTS

2.01 General. Each Lot shall be conveyed, transferred, and encumbered subject to the provisions of this Declaration. Each Owner shall be entitled to the exclusive ownership and possession of his Lot, subject to the provisions of this Declaration, including, without limitation, the provisions of this Article II.

2.02 Subdividing of Lots. Lots shall not be subdivided and the boundaries of Lots shall remain as established by the Subdivision Plat. However, nothing herein shall prohibit the addition to an existing Lot of a portion of another Lot or of one or more entire Lots. However, when a part of one Lot is added to an existing Lot, the remainder of such Lot shall be added to another contiguous Lot or, with the prior consent of the Association, to contiguous Common Area. In no event shall the addition of a fractional Lot to an existing Lot result in any Lot having dimensions reduced from the original dimensions shown on the Subdivision Plat without the consent of at least a majority of the Owners.

2.03 Owner's Servitude of Enjoyment. Subject to the provisions of this Declaration and the rules, regulation, fees, and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner, his family, tenants, and guests shall have a non-exclusive right, privilege, and servitude of use and enjoyment in and to the Common Areas, such servitude to be appurtenant to and to pass and run with title to each Lot.

2.04 Access. All Owners, by accepting title to Lots conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot and acknowledge and agree that such access, ingress, and egress shall be limited to roads located within the Subdivision from time to time, provided that pedestrian and vehicular access to and from all Lots shall be provided at all times. In order to provide such access, the Association and Apparer, subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors, does hereby grant unto the Owners and to the Owners of Lots in the Subdivision, a non-exclusive servitude of passage over those private streets/alleys and/or pedestrian paths designated on the Subdivision Plat.

2.05 Gates. The Association shall maintain the electronically-monitored gates controlling vehicular access to and from the Development.

2.06 Servitudes for Utilities and Public Services. (a) Apparer further declares that it does by these presents establish rights of servitude and/or acknowledge the existence of such servitudes previously established, with such dimensions and in such places and locations as shown on the Subdivision Plat, which servitudes shall be for the use and benefit of the Owners of said Lots where the same are established for the purpose of placing and maintaining any and all utilities for the service of said Subdivision. Utility easements established herein shall be independent of, and in addition to, any front, side and rear setback requirements provided for herein. Provided, however, that notwithstanding anything to the contrary contained herein, in addition to the utility servitudes established by this act, there may be utility easements, servitudes and rights-of-way granted to utility companies under separate agreements and recorded in the official records of the Clerk of Court of Lafayette Parish, Louisiana, which may affect the Lots in the Subdivision independently of this Act.

(b) The Association hereby grants to the governmental authority or agency for the Parish where the Property is located, or such other governmental authority or agency as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and servitude upon, over and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

2.07 Maintenance Servitude. Subject to the terms of Section 4.02 hereof, there is hereby reserved for the benefit of the Association, and its agents, employees, successors, and

assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Development, provided that such servitudes shall not impose any duty or obligation upon the Association to perform any such actions.

2.08 Ownership of Common Areas. For the purposes of this Declaration, the Common Areas, shall be owned by the Association, its successors and assigns at such time as Appearer transfers them to the Association. The Common Areas are hereby reserved for the exclusive use of the Owners, their immediate families and guest, for ingress and egress to and from the residential units and for recreational and utility purposes, only, and an easement (non-exclusive as among said permitted users) is hereby granted for such purpose provided that such uses shall be subject to the restrictions contained herein and any and all rules and regulations from time to time promulgated by the Association. The right to use the Common Areas is not severable from the ownership of a Lot, voluntarily or involuntarily, and shall automatically pass upon transfer of title a Lot with or without specific reference to the transfer of such right in any document transferring title to a Lot.

Notwithstanding the foregoing, an Owner may designate a lessee occupying the Dwelling on a Lot as the party entitled to use the Common Areas, provided that upon such designation, such Owner shall not have the right to use such Common Areas, and no such designation shall remove the Owner from such Owner's obligations as provided for herein.

After Appearer transfers the Common Areas to the Association, the Common Areas shall not be transferred or encumbered by the Association without the prior approval of all holder of recorded first mortgage liens covering any Lots, except, however, that Appearer, its successors or assigns, shall be entitled, at any time, and without the consent of any Owner, to grant easements to utility companies or any municipal utility district for utility purposes, in, along, across under and over all or any portion of the Property.

ARTICLE III **MEMBERSHIP**

3.01 Membership. Each Owner shall be deemed to have a membership in the Association. The Association shall have 2 classes of membership: Class A members shall be all Owners, with the exception of McLain Investments, LLC, and Class B members shall be made up solely of McLain Investments, LLC. Membership shall be appurtenant to and may not be separated from the ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. In the event that ownership of a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. The rights and privileges of a Class A Member do **not** include the right to vote, but do include all the other rights, privileges and obligations associated with being a member in the Association, as provided herein. Notwithstanding the foregoing, should McLain Investments, LLC waive its Class B voting rights, the Class A members shall have voting rights equal to one (1) vote for each Lot owned.

3.02 Multiple Owners. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise it.

3.03 Ownership of More Than One Lot. In the event a Person owns more than one Lot, such Person shall have all the rights and obligations of an owner owning multiple Lots. The

rights and obligations associated with owning a Lot can be prorated in the event such Lot is split between two adjacent Lot owners. It is the intent of Appearer that the total number of Lots in the Subdivision remain unchanged for purposes of payment of assessments.

3.04 Voting Rights of McLain Investments, LLC. McLain Investments, LLC shall be considered a Class B member of the Association and shall be entitled to 100% of the voting rights of the members of the Association until and unless McLain Investments, LLC waives its Class B voting rights. The voting provisions contained in this Paragraph 3.04 cannot be amended or changed without the consent of McLain Investments, LLC, or unless McLain Investments, LLC waives or relinquishes its Class B membership.

ARTICLE IV **MAINTENANCE**

4.01 Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots together with all other improvements thereon or therein shall be the responsibility of the Owner of such Lot or Dwelling. This shall include, but not be limited to the installation of all landscaping in compliance with the Subdivision design requirements as established by the Architectural Control Committee. As provided in Section 4.03 hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge.

4.02 Responsibilities of Association. (a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include, but shall not be limited to, the maintenance, repair and replacement of (i) any and all alleys, trails, landscaped areas, recreational areas, lakes, playground equipment, and fences, and other improvements situated within the Common Areas, (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by the public service district, public or private utility, or other person, and (iii) all lawns, trees shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas.

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

(b) The Association shall pay all property taxes assessed against the Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon.

4.03 Association's Remedy Upon Owner's Default. In the event that the Association determines that: (a) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (b) the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused by the willful or negligent act of an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then in either event, the Association, except in the event of an emergency situation, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning,

repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement, and diligently proceed to complete the same in good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall become a lien against such Lot.

ARTICLE V **INSURANCE AND CASUALTY LOSSES**

5.01 Insurance. (a) The Board of Directors or its duly authorized agent shall have the authority to and shall obtain and continue in effect public liability insurance and such other insurances as the Board of Directors deems appropriate.

(b) All insurance coverage obtained by the Board of Directors shall be written in the name of the Association for the benefit of each of the Owners and costs of all such coverage shall be a Common Expense.

(c) It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and the improvements located thereon. The Board of Directors may require all Owners to carry public liability and property damage insurance with respect to their respective Lots and to furnish copies or certificates thereof to the Association.

5.02 Damage or Destruction of Improvements on Lots. In the event of damage or destruction by fire or other casualty to any improvement on a Lot, and in the further event that either the Owner of such Lot elects not to repair or rebuild the damaged or destroyed improvement, such Owner making such election shall promptly clean away the ruins and debris of any damaged improvements or vegetation and leave such Lot in a clean, orderly, safe, and sightly condition. Should such Owner elect to repair or rebuild such Lot improvements, such Owner shall repair or rebuild such Lot improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration, as it may be subsequently amended, and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

ARTICLE VI **ADMINISTRATION**

6.01 Common Areas. The Association shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair. Except to the extent otherwise required by the provisions of the Non-Profit Corporation Law of Louisiana this Declaration, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. The Board of Directors may adopt rules related to the use of the Common Areas by the Owners and their family members, guests or invitees.

6.02 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 Declaration, the By-Laws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Non-Profit Corporation Law of Louisiana, this Declaration, the By-Laws, or the Articles of Incorporation, the provisions of the Non-Profit Corporation Law of Louisiana, this Declaration, and the By-Laws, in that order, shall prevail, and each Owner of a Lot, by acceptance of title thereto, covenants to vote in favor of such amendments as will remove such conflicts or

inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

6.03 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots and Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

6.04 Indemnification. The Association shall indemnify every officer 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 reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officer or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

6.05 Hiring of Management Company. The Association, through its Board of Directors, may execute a contract with a management company to manage the Association and to incorporate such terms and conditions as the Board of Directors feels are in the best interest of the Association.

6.06 Homeowners Advisory Committee. The Board of Directors shall appoint a Homeowners Advisory Committee made up of 3 to 5 Owners. The qualifications and procedures for meetings and voting shall be governed by the Bylaws. This Committee is formed to provide advice and guidance for the Board of Directors and for any Management Company the Board of Directors may hire to manage the Association.

6.07 Enforcement. In addition, the Association shall be empowered with the authority to impose assessments, as an aid to its enforcement of the provisions of the Restrictive Covenants, Association Rules and Regulations and/or other relevant documents that may be applicable, and to impose fines upon Owners and Lots as a means of compelling compliance with same, which fines may be set in the discretion of the Board of Directors, so long as the fines, liens and assessments are imposed in a consistent and reasonable manner. By way of example, the Association may impose daily fines for each day during which an infraction continues to exist after reasonable advance notice to the offending Owner. The imposition of such fines, liens and assessments shall not be limited to activities of the Owner alone, but also may be imposed in order to enforce the covenants and related documents with reference to any person or persons for whom the Owner is responsible. The actual amounts of the fines, liens and assessments shall be within the discretion of the Board of Directors, as long as consistently assessed.

ARTICLE VII **ASSESSMENTS**

7.01 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 Development, and maintaining the Development and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.

7.02 Creation of Lien and Personal Obligation of Assessments. Except as provided in Paragraph 7.10 hereinafter provided, each Owner of a Lot by acceptance of title thereto whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments to be established and collected as provided in Section 7.03 hereof; (b) special assessments to be established and collected as provided in Section 7.04 hereof; (c) individual or specific assessments against any particular Lot which are established as provided in Section 7.05 of this Declaration. Any such assessments, together with late charges, simple interest at the rate of twelve percent (12%) per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be a real obligation and lien upon the Lot, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot, and his successor-in-title shall take title to such Lot subject to the real obligation and lien, but without prejudice to the rights of such successor-in-title to recover from his predecessor in title any amounts paid by such successor-in-title therefor. In the event of co-ownership of any Lot, all of such co-owners shall be solidarily liable for the entire amount of such assessments.

7.03 Computation of Annual Assessments. The Association shall operate on a calendar year. It is hereby established that the Association Dues shall commence on the date of this act and shall be \$780.00 per Lot per year. It will be the duty of the Board of Directors, at least 30 days prior to the Association's annual meeting, to (a) prepare a budget covering the estimated common area expenses for the coming year, and (b) establish the amount of the annual dues for the upcoming year. However, in no event can the Board of Directors increase the dues more than 15% over the amount of the dues for the previous year without the consent of at least 66% of the Owners.

Should a Lot be sold to a purchaser during the fiscal year of the Association, then the buyer and seller of the Lot agree to pro-rate the Association dues for the current year. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by the Board, the annual assessments shall be paid annually, and shall be due on or before January 1st of each year.

7.04 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that any such assessment shall be approved by a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 7.06 hereof. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be pro-rated among the Owners equally as provided with respect to annual assessments.

7.05 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 Section shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be as specified by the Board.

7.06 Notice of Meeting and Quorum. There shall be one (1) meeting of the Association per year. Written notice of any meeting of the Association, shall be sent to all Members not less than seven (7) days nor more than thirty (30) days in advance of such meetings. There shall be no quorum required for a vote of the Owners at any meeting of the Owners.

7.07 Liens. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be a real obligation and lien on such Lot in favor of the Association.

7.08 Effect of Nonpayment; Remedies of the Association. Any assessment of an Owner or any portions thereof which are not paid when due shall be delinquent. Once any assessment or any portion thereof has become delinquent, the Association may file a notice of same in the records of the Clerk of Court for the Parish where the Property is located. Any assessment delinquent for a period of more than fifteen (15) days after the date when due shall incur a late

charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of twelve percent (12%) per annum. A real obligation and lien as herein provided for such assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full and the Board may, through its authorized representative, file in the mortgage records of the Parish where the Property is located, a Notice of Lien or other document memorializing the lien provided for herein and which shall put third parties on notice thereof. The real obligation and lien of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of twelve percent (12%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The real obligation and lien provided for in this Article shall be in favor of the Association, and by acceptance of title to a Lot, each Owner vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. No Owner may waive or otherwise escape liability for the assessment provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner shall remain personally liable for assessments, interest, attorney fees, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot.

7.09 Certificate. Any officer of the Association shall, within fifteen (15) days of written request and upon payment of such fees and assessments as are from time to time assessed by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by such officer setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.

7.10 Waiver of Dues. Notwithstanding the provisions of this Article, Appearer and McLain Investments, LLC shall not be obligated to pay dues to the Association for Lots owned by Appearer and/or McLain Investments, LLC unless one or more of the principals of Appearer or McLain Investments, LLC move into a Dwelling located on one of the Lots owned by them. The dues associated with any Lot sold by Appearer or McLain Investments, LLC to a third party shall be prorated, with the third party purchaser paying his prorata share at the closing of the Lot.

7.11 Dues by Builders. In the event Developer or McLain Investments, LLC sells a Lot or Lots to a Builder, the Builder shall be obligated to pay ½ of the monthly Association Dues for the first six (6) months of ownership. Thereafter, the Builder is responsible for the full amount of the Association Dues. For purposes of this Section, "Builder" shall only include licensed residential contractors.

ARTICLE VIII

ARCHITECTURAL STANDARDS

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

8.02 Architectural Control Committee. (a) Notwithstanding the provisions of (b) below, Bryan McLain shall be the sole member of the Architectural Control Committee until homes are built on all the Lots in the Subdivision or Bryan McLain voluntarily resigns. Thereafter, the Architectural Control Committee shall consist of three (3) members appointed by the Board of Directors. This covenant cannot be changed without the consent of 100% of the Owners.

(b) Once the provisions of subsection (a) above expire or terminate, The Board of Directors shall establish the Architectural Control Committee which shall consist of three (3) members, all of whom shall be Owners, or principals of Appearer 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. The Architectural Control Committee shall elect a chairman and he, or in his absence, the vice-chairman, shall be the presiding officer at its meetings. The Architectural Control Committee shall meet on an as needed basis and all meetings shall be held at such places as may be designated by the chairman. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee shall constitute the action of the Architectural Control Committee on any matter before it. Each member of the Architectural Control Committee shall serve without compensation.

8.03 Permitted Improvements; Submittals. (a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except such improvements as are approved by the Architectural Control Committee in accordance with Article 8.05; or (b) improvements which pursuant to rules promulgated by the Architectural Control Committee do not require the consent of the Architectural Control Committee.

(b) The Architectural Control Committee is hereby authorized to promulgate from time to time written requirements governing the contents of submissions of plans and specifications and other information including, but not limited to, nature, color, type, shape, height, materials and location of the proposed improvements to evidence compliance with and obtain approval of proposed improvements ("Required Submittals"). The Architectural Control Committee may also promulgate rules providing for the types of improvements which may be made without Architectural Control Committee approval.

8.04 Construction and Improvements. (a) All building, structures, or other improvements (excepting sidewalks and driveways) on or with respect to any Lot shall be located only within the setback requirements specified herein, provided that the Architectural Control Committee shall be empowered to grant variances with respect to such set back requirements.

(b) No construction of improvements on any Lots shall be undertaken or conducted before 7:00 o'clock a.m. or after 7:00 o'clock p.m. Monday through Sunday, except for (i) emergency situations involving the potential loss, injury, or damage to person or property; and (ii) as otherwise permitted by the Architectural Control Committee.

(c) Dumpsters must be provided for trash and debris and port-a-lets for construction workers.

(d) The exterior of any improvement permitted by this Declaration shall be completed within one (1) year after the construction of same shall have been commenced.

8.05 Architectural Approval. (a) To preserve the architectural and aesthetic appearance of the Development, the Architectural Control Committee shall review and approve all home building plans, landscaping plans, as well as the location of the placement of each home site (building pad) on a Lot.

(b) The Architectural Control Committee shall have the discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In the event that any plans and specifications have been disapproved, and the Owner proceeds with construction prior to obtaining the approval of the Architectural Control Committee, then in that event, the Architectural Control Committee shall have the right to enjoin further construction and to require removal or correction of any work until final approval of the plans has been obtained. The Architectural Control Committee shall also be entitled to all reasonable attorney's fees and costs related to pursuing such relief.

(c) Following approval of any plans and specifications, representatives of the Architectural Control Committee shall have the right during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the approved plans and specifications are being complied with. In the event that the Architectural Control Committee shall determine that such approved plans and specifications are not being complied with, the Architectural Control Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. The Architectural Control Committee shall also be entitled to all reasonable attorney's fees and costs related to pursuing such relief.

(d) In the event the Architectural Control Committee fails to (i) approve, (ii) approve as noted, or (iii) disapprove in writing any proposed plans and specifications within twenty (20) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Development as set forth in this Declaration.

(e) Upon approval of plans and specifications, no further approval under this Article 8.05 shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed.

(f) Refusal of approval of plans and specifications may be based by the Architectural Control Committee for any reason which is consistent with the object and purposes of this Declaration.

8.06 Landscaping Approval. (a) To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Control Committee.

(b) The provisions of Section 8.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling.

(c) No Owner shall (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is first approved, in writing, by the Architectural Control Committee as provided in Article 8.05 hereof, or (ii) do any work which, in the reasonable opinion of the Architectural Control Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any servitude thereto, without in every such case obtaining the written approval of the Architectural Control Committee.

(d) The landscaping for each newly constructed home must be in place upon the Owner or Builder receiving the certificate of occupancy.

8.07 Approval Not a Guarantee. No approval of plans and specifications shall be construed as representing or implying that such plans and specifications will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Association, the Architectural Control Committee and/or any Owner shall be responsible or liable for (i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, (ii) any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, (iii) any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor (iv) any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE IX
RESTRICTIVE COVENANTS

9.01 Height Restriction. No Dwelling or structure constructed on a Lot shall exceed a height of fifty (50) feet measured from finished grade.

9.02 Use. Except as permitted herein, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic. Dwellings shall not be rented on a short-term basis. For purposes of this act, "short term" shall mean for a term of less than six (6) months. Also, no Dwelling shall be listed with or enrolled in the VRBO marketplace or similar on-line site.

9.03 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on any Lot, the exterior of any improvements located within the Development, or elsewhere on any portion of the Property, without the express written permission of the Architectural Control Committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such written conditions, standards, and guidelines as may be from time to time promulgated by the Architectural Control Committee. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas. Notwithstanding the foregoing, a sign advertising property for sale is permitted subject to the limitation that said sign must not exceed dimensions of thirty-six (36) inches by thirty-six (36) inches. All realtor's, builders, and contractor's signs are to be moved from a Lot after the Dwelling has been sold and/or completed.

9.04 Antennas and Solar Panels. No television or radio antenna, satellite dish, radio receiver, or other similar device shall be attached to a Dwelling or located on any Lot, except, a satellite dish or satellite type antenna which may be attached to a Dwelling or located on a Lot so long as they are behind the front set back line and out of view from the street. Should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner may make written application to the Architectural Control Committee for permission to install a television antenna to be located on the exterior of a Dwelling. Solar panels may be attached to a Dwelling as long as they are installed so that they are out of sight from any street.

9.05 Pets. Dogs, cats and other small household pets may not be kept, bred or raised for commercial purposes or in unreasonable quantities within the Subdivision. The Architectural Control Committee shall determine what constitutes "unreasonable quantities" of household pets. The Architectural Control Committee shall give the lot owner thirty (30) days written notice that the Owner is in violation of this covenant and that the Owner has thirty (30) days in which to reduce its number of household pets to the limits set by the Architectural Control Committee. Any animals permitted on any property shall not be allowed to run free but shall be maintained on a leash at all times and shall comply with the applicable governmental ordinance, rule or law pertaining to same. Excessive pet noise (ie barking by dogs) shall be a violation of these covenants. The Architectural Control Committee shall have the authority to determine whether a pet noise violation has occurred. Owners owning pets are responsible for disposing of any animal waste left on another Owner's Lot or any Common Area. The Association shall have the authority to fine any Owner not complying with the covenants regarding pets contained herein.

9.06 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot or Dwelling or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot, Dwelling or of the Common Areas which could cause disorderly, unsightly, or unkept conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development or which could result

in the cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation.

9.07 Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of automobiles in enclosed garages equipped with garage doors, prior to occupancy of the Dwelling. All automobiles owned or used by Owners or Occupants other than temporary guests and visitors shall, as far as possible, be parked in garages. Both spaces in the carport/garage must be occupied by vehicles before a third vehicle can park in the driveway. Parking on the street is prohibited except for the vehicles of guests, invitees, or contractors who may park short term. Parking in the yard of a Lot is prohibited. The Board of Directors of the Association shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot or Dwelling or within any portion of the Common Areas of any mobile home, trailer (either with or without wheels), motor home, truck (other than pickup trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. These rules and regulations may include the right to tow unauthorized vehicles and assess the cost thereof to the Owner(s) responsible for the unauthorized vehicle.

9.08 Fences. No chain link fences shall be permitted within the Development. All fences, including fences for backyards and swimming pools, must be approved by the Architectural Control Committee prior to their construction. No chain link dog kennel shall be visible from the street.

9.09 Minimum Architectural Standards. Unless an Owner obtains a waiver or variance from the Architectural Control Committee, all newly constructed homes must have the following minimum details:

- (a) Architectural Shingles
- (b) Operable Shutters on windows facing a street
- (c) Vinyl Windows
- (d) Garage doors on front load garages approved by the Architectural Control Committee

9.10 Square Footage. Except as hereinafter provided, all Dwellings located in the Subdivision shall contain a Living Area of not less than One Thousand Eight Hundred (1,700) Square Feet.

9.11 Sports Equipment. No sports equipment of any kind shall be attached to any structure or free standing within the Development where same is visible from the street.

9.12 Setback Requirements. The front sill or slab including porches but excluding any overhangs of less than two (2) feet, on all Lots in the Subdivision shall be located no closer than fifteen (15') feet from the front property line. However, if the garage is the closest portion of the Dwelling to the front property line, then the front setback is twenty (20') feet. The side setback requirements for each Dwelling on any and all Lots shall be five (5') feet on each side. The rear setback requirements shall be ten (10') feet from the rear property line. In the case of corner lots (Nos. 1, 32, 33, 41, 42, and 50), the minimum setback distances for the side bordering a street on these corner lots shall be ten (10') feet; provided, however that where the garage on a corner lot faces the street, there shall be a minimum setback of twenty (20') feet for the garage on that side of the Lot. Additional setback requirements may be established by the Architectural Control Committee on an individual Lot basis.

9.13 Mailboxes. All mailboxes shall be provided and installed by Developer in clusters on common grounds within the Development. There shall be no individual mailboxes for the neighborhood.

9.14 Drainage: In order to maintain the proper flow of drainage within the Development, each Owner agrees that they will maintain the drainage on their Lot at their own expense and that they will add topsoil and/or fill dirt to their Lot, if necessary, to maintain the

existing drainage patterns. Each Owner further agrees that they will not in any way interfere with the established drainage pattern over their Lot from adjoining Property unless the adjoining Lot Owner concurs with such change and that they will make adequate provisions for proper drainage in the event that it is necessary to change the established drainage over their Lot.

9.15 Sidewalks: On or before completion of construction of the Dwelling or any other improvements on a Lot, whichever first occurs, the Owner of the Lot shall cause a sidewalk to be constructed as hereinafter described. Sidewalks must be constructed of four (4") inch broom-finished concrete with **METAL** expansion joints at intervals of no more than twenty (20') feet. The top of the sidewalk shall have a one-half (1/2") inch slope toward the street. Sidewalks must have a width of forty-eight (48") inches. Sidewalks shall be constructed so as to join existing sidewalks located on adjacent lots at the same height, width and displacement. The location of sidewalks on Lots shall be determined by the Architectural Control Committee. **NOTICE:** The applicable governmental authority's sidewalk requirements may exceed the requirements set forth herein. This restriction shall not be required where such construction is enjoined as a violation of any state or local law or ordinance or where authority for such construction is withdrawn by the owner of the road right-of-way. Sidewalks on corner lots must line up with curb cuts provided at street intersections for handicapped access. Any damage to a sidewalk caused by an Owner, its tenants, guests, invitees, or contractors, from parking cars, trucks or trailers on them must be repaired by said Owner at his/her expense.

In the event an Owner of a Lot fails to construct a sidewalk after ten (10) days written notification to do so by Appearer or the Association, Appearer or the Association shall have the right to file in the records of Parish where the Property is located, an affidavit setting forth the estimated cost of completing the sidewalk. The amount of such estimate shall be a charge and lien upon the property affected from the date of recordation of Appearer's affidavit and shall also be the personal obligation of the Owner of the Lot. Appearer or the Association may bring an action against the Owner personally obligated to pay the same and/or to foreclose the lien against the property. Interest at the rate of twelve (12%) percent per annum from date of recordation of the affidavit, all costs, and reasonable attorney's fees incurred in such action shall be added to the amount due. Appearer and/or the Association shall have the right to assign its interest in the lien, and the claim secured thereby, to the appropriate government authority to secure completion of sidewalks in the Subdivision. Once the sidewalks have been constructed by the Owner, or the lien for the construction of sidewalks is paid in full, the right to the lien shall terminate.

9.16 Trees: No trees on a Lot shall be cut, trimmed, or removed without the approval of the Architectural Control Committee.

9.17 No Communal Living. No more than two (2) families may occupy a Dwelling at the same time without the consent of the Board of Directors. For purposes of this Section, the term "families" shall mean persons related by blood or marriage.

9.18 Trash Containers. All trash, garbage or other waste shall be kept in closed containers that must be screened by adequate planting or fencing so as to conceal the containers from public view. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. No debris for pickup shall be left on the curb more than 12 hours. All cans and containers for trash shall be removed and placed out of site from the curb within 24 hours of pickup.

ARTICLE X **GENERAL PROVISIONS**

10.01 Amendment. Any change or amendment to the covenants or terms of this Declaration may be made by McLain Investments, LLC unilaterally as long as McLain Investments, LLC has 100% of the voting rights as provided in Section 3.04 herein. Thereafter, Amendments to this Declaration shall be made only upon the affirmative vote, in writing, of sixty-six percent (66%) of the Owners. Such vote may be taken only at a meeting of the Owners called for that purpose, notice of which having been given no less than fourteen (14) days prior to the scheduled meeting date and no more than thirty (30) days prior to the scheduled meeting date.

10.02 Severability. Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

10.03 Enforcement of Restrictions. (a) Should any person or persons violate or attempt to violate any of the covenants herein, it shall be lawful for any persons or persons owning any real property in the Development to prosecute in law and in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing and to recover damages or other dues for such violation including reasonable attorney's fees in the prosecution of said cause.

(b) Notwithstanding the foregoing, in the event a Lot Owner, or a Lot Owner's heirs, successors, invitees or guests violate or attempt to violate any of the covenants herein, the Association shall have the right to render one or more fines against such Lot Owner. Such fines can be a one-time fine or can be a fine established on a per-day basis as determined by the Board of Directors.

10.04 Duration. The provisions of this Declaration shall run with the title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration. Upon the expiration of such twenty (20) year period, the Declaration shall be automatically renewed for successive ten (10) year periods. However, there will be no renewal or extension of this Declaration, if, during the last year of the initial twenty (20) year period or the last year of any ten (10) year renewal period, seventy-five (75%) percent of the total votes of the Association are cast in favor of terminating this Declaration at the end of the then current term.

10.05 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors will best affect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its being filed into the Records of the Clerk of Court for Lafayette Parish, Louisiana. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.

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

10.07. Option of General Community Rules. The Board of Directors may establish General Community Rules. These rules are general in nature for the administration of the Common Areas as well as rules for the Subdivision. These rules are subject to amendment by the Board of Directors.


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

THUS DONE, EXECUTED, AND SIGNED on the day, month and year hereinabove first written, before me, Notary, and the undersigned competent witnesses, after a due and complete reading of the whole.

WITNESSES:

VENUS PROPERTIES, L.L.C.

Amy Guilbeau
Print Name: AMY GUILBEAU
Lisa Breau
Print Name: LISA BREAU

By: 
PATRICK L. COLVIN, Authorized Member


NOTARY PUBLIC