Lafayette Parish Recording Page

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Clerk of Court
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First VENDOR
CYPRESS MEADOWS SUBDIVISION

First VENDEE
CYPRESS MEADOWS SUBDIVISION

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Clerk of Court

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STATE OF LOUISIANA

ACT OF DEDICATION AND RESTRICTIVE COVENANTS FOR CYPRESS MEADOWS SUBDIVISION

PARISH OF LAFAYETTE

BE IT KNOWN that on this 4th day of April, 2012, before me, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared:

SUGAR MILL VENTURE, LLC, a Louisiana limited liability company, having its principal place of business in Lafayette Parish, whose permanent mailing address is 187 S. Beadle Road, Lafayette, LA 70508, appearing herein by and through its duly authorized Manager, Brian Clement, and whose Federal Tax ID No. is XX-XXX4543 (sometimes hereinafter referred to as "Appearer" or "Developer"),

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

That certain tract of land in Lafayette Parish, Louisiana,
being located in Section 4, T-11-S, R-5-E.
said tract contains 40.345 acres, and is more fully described
as follows:

Commencing at the Northeast corner being the Point of Beginning;
thence North 89°33'04" East, a distance of 758.23 feet;
thence South 52°09'57" East, a distance of 162.90 feet;
thence South 49°44'04" East, a distance of 59.05 feet;
thence South 47°39'19" East, a distance of 226.73 feet;
thence South 44°56'27" East, a distance of 159.20 feet;
thence South 42°12'16" East, a distance of 139.70 feet;
thence South 45°42'50" East, a distance of 97.20 feet;
thence South 43°13'56" East, a distance of 202.97 feet;
thence South 38°22'20" East, a distance of 265.59 feet;
thence South 25°41'33" East, a distance of 193.30 feet;
thence South 26°16'33" East, a distance of 327.90 feet;
thence South 69°45'42" West, a distance of 132.39 feet;
thence North 29°23'27" West, a distance of 226.20 feet;
thence South 89°33'04" West, a distance of 1633.62 feet;
thence North 00°26'56" West, a distance of 120.00 feet;
thence South 89°33'04" West, a distance of 39.01 feet;
thence North 00°01'31" East, a distance of 1135.04 feet;
to the Point of Beginning.

Appearer declares that it desires to subdivide the property hereinabove described and to lay out said property into lots for the purpose of offering the same for sale to the public. Appearer further declares that it has caused said property to be surveyed and divided into lots as more fully shown on the hereinabove mentioned plat of survey, a copy of which is attached hereto and made a part hereof.

Appearer further declares that the hereinabove tract of land as shown on the aforesaid plat of survey shall be known and designated as CYPRESS MEADOWS SUBDIVISION, a subdivision of the City of Broussard, Louisiana, hereinafter sometimes referred to as the "Subdivision" and/or "CYPRESS MEADOWS SUBDIVISION".

DEDICATION IN ACCORDANCE WITH LSA-R.S. 33:5051, ET SEQ.

Accordingly, appearer declares that it by these presents dedicates to public use, for and on behalf of the public in general, but in particular in favor of the City of Broussard (hereinafter sometimes referred to as "Broussard"), the roads, streets, public ways, squares, blocks, parks and other items shown upon said plat of survey, said dedication to be considered a formal statutory dedication in accordance with the provisions of LSA-R.S. 33:5051 et seq., provided however, that to the extent any streets, roads, alleys or ways which are depicted on said plat of survey are intended to remain private and are so designated on said plat of survey, same are not hereby dedicated and shall remain privately owned and maintained. No common areas depicted on the aforementioned plat of survey are dedicated to the public, the use and regulation of same being reserved in favor of CYPRESS MEADOWS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., and its members, guests and invitees.

DEDICATION, CREATION AND ESTABLISHMENT OF EASEMENTS

Appearer further declares that it does hereby further dedicate, create and establish exclusively in favor of Broussard , for the ultimate benefit of the public and any other persons, entities or estates who are given authority by Broussard to use same, or who as a result of this dedication may derive any benefit therefrom, any and all rights of way, rights of passage, utility servitudes, drainage servitudes and other items shown on the plat of survey referenced hereinabove, except as same may be depicted as private, in which event the use and regulation of same are reserved to the Association, its members, guests and invitees. Appearer declares that in connection herewith, Appearer grants a perpetual predial servitude(s) in favor of Broussard and such other persons, entities or estates who are given authority by said Government to use the servitudes, rights of passage, rights of way and other items shown on the attached plat of survey, or who may as a result of this grant of servitude derive any benefit therefrom, and in connection therewith agrees that Broussard and any such individuals, entities and estates as are authorized by Broussard shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating any and all utility, drainage and other improvements, and in connection

therewith, may, within the confines of said servitudes as shown on the plat, clear brush, trees and other items or obstacles as may interfere with the free use of said servitudes; construct drainage, electric, sewer, water and other utility facilities; remove all obstacles which would hamper or preclude the exercise of the servitude; and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter or heretofore constructed therein or thereon.

In connection with the exercise of the use of the servitudes created hereby, Broussard, for the ultimate benefit of the public and any other persons, entities or estates, shall have such access as is appropriate or reasonably necessary, both within and without the actual confines of the servitudes, as same are shown on said plat, to access said servitudes in order to maintain same, improve same, construct appropriate improvements, structures and appurtenances with regard thereto, in accordance with the relevant provisions of the Louisiana Civil Code, and in particular Article 745 thereof.

With regard to any drainage servitudes shown on the plat of survey, it is hereby understood that the drainage servitude shall include a width of twenty (20) feet from the high bank of any channels, streams, drainage structures or other facilities utilized for the purposes of drainage and shall additionally include a servitude over all of Appearer's property which is located within the confines of such streams, channels, coulees or other drainage facilities to the full extent of Appearer's ownership therein. The Grantee hereunder shall have the right to enter upon the drainage servitude for the purpose of constructing improvements to any stream, channel, coulee or other drainage facility, and in connection therewith shall have the right to perform all necessary and appropriate work for the maintenance, improvement or construction of drainage facilities within the easement and shall specifically have the right to clear said easement of any and all obstructions, including but not limited to trees, brush, debris and other matters, and shall further have the right to remove dirt or spoil and deepen the channel, widen any channel, concrete pipeline or place other structures in said channel or otherwise undertake any and all actions as may be necessary or proper for the maintenance and improvement of the drainage facilities.

The purpose of this Act is to dedicate to the City of Broussard, for the ultimate benefit of the public, all utility servitudes, streets, rights of way and other matters as reflected on the plat of survey and to provide for the use and enjoyment of same by the public. In that regard, however, this dedication is made in favor of the City of Broussard, which will have full authority to regulate the use of said servitudes, streets, rights of way, rights of passage and other items as shown on said plat. The servitudes shall be subject to full use by the City of Broussard and those authorized by it for the purposes for which they are intended by those having the need or responsibility of providing utilities, drainage or other services to the properties or estates to be serviced or benefitted by said servitudes, whether contiguous or not. However, Appearer reserves in its own favor the right to grant to other entities additional servitudes both within and without the confines of the servitudes as shown on the attached plat of survey that are not inconsistent with the servitudes herein granted and created.

Appearer further declares that it does by these presents, now and forever, dedicate all rights of way, rights or servitudes of passage, servitudes and easements, streets, road and alleys, with such dimensions and in such places and locations as shown on the aforesaid plat of survey in favor of the City of Broussard, which servitudes, easements, road, streets, alleys and other items so dedicated shall be utilized for the use and benefit of the owners of lots in the subdivision and such entities as may be granted authority to use same by the City of Broussard, whether same are established for the purpose of placing and maintaining any utilities for the service of said subdivision, for drainage or for other purposes. Utilities easements established herein shall be independent of, and in addition to, any front, side and rear set-back requirements provided for herein. SUBJECT TO THE FOLLOWING MINERAL RESERVATION: Appearer hereby retains and reserves unto itself all oil, gas and other minerals and mineral rights of every kind and character located in, under and upon, or pertaining to its property which it is dedicating as the said designated roads and streets, in perpetuity, to the greatest extent permitted by law, provided however, that no surface operations shall be permitted for the exploration for, discovery of, or extraction of such minerals on said roads and streets. Said streets have the dimensions as shown on the

aforesaid plat of survey and are designated as follows:

Old Cypress Drive
Turnmill Drive
Heron Point Drive
Spring Cypress Drive
Birchview Drive
Majestic Oaks Drive
Silverwood Drive

Utility easements established herein shall be independent of, and in addition to any front, side and/or rear setback requirements provided for herein.

ARTICLE I

GENERAL

1.01 **Purpose and Intent.** Declarant owns or has the right and option to acquire, and therefore controls, certain immovable property which it intends to develop as a single development, to be prosecuted in phases, to be known as CYPRESS MEADOWS SUBDIVISION, upon land more fully described in Section 2.13 of the within Declaration. This Declaration is intended to provide a reasonable and flexible procedure for the future expansion of Phase I of CYPRESS MEADOWS to include additional real property as the Declarant deems appropriate and to provide for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising CYPRESS MEADOWS.

1.02 **Binding Effect.**

A. The Property described in Section 2.13 (if and when made subject hereto by annexation, supplemental declaration or otherwise), and any additional Property which is made a part of CYPRESS MEADOWS in the future by the filing of one or more Supplemental Declarations in the public records of Lafayette Parish, shall be held, owned, leased, occupied, conveyed and used subject to all of the provisions of this Declaration, including without limitation all reservations, servitudes, restrictions, covenants, charges, liens, privileges and conditions contained herein (individually and collectively, the "**Reservations**"), which Reservations shall run with the Property and the title to such Property and which shall inure to the benefit of all Owners. This Declaration and the Reservations shall be binding upon all Persons having any right, title or interest in any portion of the Property, including without limitation their respective heirs, successors, successors-in-title, and assigns, as well as the occupants of any Lot and their lessees, guests and invitees.

B. This Declaration and the Reservations contained herein, shall be enforceable by Developer, the Associations, any Owner, and their respective successors and assigns, and unless terminated as hereafter permitted, shall have perpetual duration. If Louisiana law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration and the Reservations shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each, unless terminated as provided below.

C. Unless otherwise required by Louisiana, law, this Declaration may not be terminated except by an instrument signed by Owners of at least ninety (90%) percent of the total number of Lots within the Property and by

Developer, if Developer owns any portion of the Property. Any such instrument shall set forth the intent to terminate this Declaration and shall be recorded in the official records of Lafayette Parish, Louisiana. Nothing in this Section shall be construed to permit the termination of any servitude created in this Declaration without the consent of the holder of such servitude.

1.03 **Withdrawal of Property.** At any time on or before the date when Developer sells the final Lot in CYPRESS MEADOWS SUBDIVISION to an Owner, Developer shall have the absolute and unconditional right to withdraw property from CYPRESS MEADOWS SUBDIVISION without the consent of any other Owner or Person (other than Owner of such property, if other than Developer), except as otherwise expressly provided herein. The withdrawal of all or any portion of the Property from CYPRESS MEADOWS SUBDIVISION shall be effected by Developer recording a written instrument setting forth the legal description of the property being withdrawn. Upon the withdrawal of any subject property from CYPRESS MEADOWS SUBDIVISION pursuant to this Section, such property shall no longer be subject to any of the Reservations set forth in this Declaration. If the property withdrawn is Common Area, the applicable Association shall consent to such withdrawal, as provided in its Bylaws, to effect such a withdrawal.

1.04 **Disclaimer of Representations.** The Developer makes no representations of warranties whatsoever that: (a) CYPRESS MEADOWS SUBDIVISION will be completed in accordance with the plans for CYPRESS MEADOWS SUBDIVISION as they exist on the date this Declaration is recorded; (b) any property subject to this Declaration will be committed to or developed for a particular use or for any use; (c) any property not now subject to this Declaration will be subjected to the provisions hereof; or (d) the use of any property subject to this Declaration will not be changed in the future. Nothing not contained in this Declaration and nothing which may be represented to a purchaser by real estate brokers or salespersons representing the Developer or any Builder shall be deemed to create any covenant or restriction, implied or express, with respect to the use of any property subject to this Declaration.

1.05 **Annexation of Additional Property.**

A. **Declarant.** Declarant shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to declare that any additional portions of the Declarant's property, or any additional annexable property is annexed to and included and otherwise incorporated within CYPRESS MEADOWS SUBDIVISION. With the approval of the applicable Board, Declarant shall also have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion (but subject to approval of such Board), to declare that property which is not part of the Declarant's property and is not additional annexable property, but which Developer believes to have a reasonable relationship with CYPRESS MEADOWS SUBDIVISION, is annexed to, and included and otherwise incorporated within CYPRESS MEADOWS SUBDIVISION. The Reservations contained in this Declaration shall not extend to any such subsequent phase except to the extent expressly declared by Declarant in a Supplemental Declaration. It shall be permissible for Declarant or its successors and assigns to declare in a judicial act that any subsequent phase is subject to all Reservations in this Declaration subject to any modifications thereof or additions or deletions thereto that are applicable only to the specific subsequent phase in question. Any Rules and Regulations of the Association may differ in their application to each subsequent phase, and the requirements of any Design Code applicable to each subsequent phase may be different, and are expected to differ,

from those requirements of any Design Code applicable to the Property. Declarant, for so long as Declarant may own any portion of the Property, may transfer or assign this right to annex property, provided that the transferee or assign is the Declarant of at least a portion of the real property described in Section 2.13 and such transfer is memorialized in a written, recorded instrument executed by Declarant.

B. **Supplemental Declaration.** A Supplemental Declaration annexing to, and including and otherwise incorporating within, CYPRESS MEADOWS SUBDIVISION, additional immovable property shall become effective upon being recorded in the conveyance records of Lafayette Parish, Louisiana. Such Supplemental Declaration shall describe the property to be annexed and specifically subject it to the terms of this Declaration. No such Supplemental Declaration shall deny use of existing Common Area to those Owners who had such right prior to the recording of the Supplemental Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association filing such Supplemental Declaration, if applicable, Declarant and by the owner of the annexed property, and by Declarant, if Declarant's consent is required.

C. **Additional Covenants and Servitudes.** Declarant may subject any portion of the property submitted to this Declaration to additional covenants and servitudes, including covenants obligating an Association to maintain and insure such property and authorizing such Association to recover its costs through Assessments. Such additional covenants and servitudes shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, if applicable, and shall require the written consent of the owner(s) of such property, if other than Declarant. Any such Supplemental Declaration may supplement or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property. Such additional covenants and servitudes shall be included within the term Reservations.

D. **Amendment.** This Section shall not be amended without prior written consent of Declarant, so long as Declarant owns any portion of the Property.

1.06 **Special Declarant Rights.**

A. **General.** The rights contained in this Section are hereby reserved to the Declarant to the maximum extent permitted by law, which may be exercised where applicable anywhere within CYPRESS MEADOWS SUBDIVISION.

B. **Special Declarant Rights.** The Declarant hereby reserves the following Special Declarant Rights to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within CYPRESS MEADOWS SUBDIVISION:

i. Complete Improvements indicated on the survey and plans filed with this Declaration;

ii. Exercise any Development Right reserved in this Declaration;

iii. Maintain sales offices, management offices, signs adverting CYPRESS MEADOWS SUBDIVISION and models;

iv. Utilize servitudes throughout the Common Areas;

v. Appoint or remove any officer of an Association or any Board member for so long as Developer owns any portion of the Property.

1.07 **Termination of Responsibility of Declarant.** In the event Declarant shall convey all its right, title and interest in and to the Property to any successor person or entity, then and only in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such successor Persons or entity shall be obligated to perform all such duties and obligations of the Declarant.

1.08 **Right to Approve Additional Covenants.** No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instruments affecting any portion of the Property without Declarant's review and written consent so long as Declarant owns any portion of the Property. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by Declarant and recorded in the official records of Lafayette Parish, Louisiana.

1.09 **Right to Approve Changes in Community Standards.** Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any Use Restrictions and Rules or Design Documents shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns any property which it may subject to this Declaration.

1.10 **Leasing by Declarant.** The Declarant may enter into short term leases on a day to day basis as a part of providing temporary occupancy to purchasers prior to closing.

1.11 **Amendment and Termination of Rights.** These Articles may not be amended without the written consent of Declarant so long as Declarant has any rights hereunder. The rights contained in this Article shall terminate upon the earlier of (a) seventy-five (75) years from the date this Declaration is recorded in the public records of Lafayette Parish, Louisiana, or (b) upon recording by Declarant of a written statement terminating its rights.

ARTICLE II
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

2.01 **"Architectural Control Committee"** shall mean the committee created pursuant to Article V hereof.

2.02 **"Architectural Control Committee Rules"** shall mean such procedural and substantive rules adopted by the Architectural Control Committee pursuant to Section 5.08 hereof.

2.03 **"Articles"** shall mean the articles of incorporation of CYPRESS MEADOWS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation, as filed in the Office of the Secretary of State of the State of Louisiana and the Lafayette Parish Clerk of Court, as such articles may, from time to time, be hereafter amended.

2.04 **"Assessments"** shall mean monetary amounts assessed by the Association, including both annual and special Assessments.

2.05 **"Association"** shall mean CYPRESS MEADOWS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation, its successors and assigns.

2.06 **"Association Property"** shall mean all immovable or movable property now or hereafter owned by or leased to the Association.

2.07 **"Board"** shall mean the Board of Directors of the Association elected by the Members to serve as its governing body and assume its powers and duties.

2.08 **"By-Laws"** shall mean the By-Laws of the Association which may be adopted by the Board and as may from time to time be amended.

2.09 **"Common Areas"** shall mean the lake and adjacent areas and other areas as shown and reflected on the hereinabove referenced plat of survey, and any such other areas as may from time to time be designated as common areas by the Declarant, Board or Association Members, which are intended for the common use and enjoyment of the owners pursuant to the provisions hereinafter set forth, together with all improvements constructed thereon for the general use of the owners.

2.10 **"Declarant"** shall mean SUGAR MILL VENTURE, LLC, its successor or assigns.

2.11 **"Declaration"** shall mean this instrument and any future amendments or supplements thereto.

2.12 **"Improvements"** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, patios, tennis courts, swimming pools, garages, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planted trees and shrubs, poles, signs, mail boxes, exterior air conditioning units, water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, televisions, or other utilities, and any construction which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement.

2.13 **"CYPRESS MEADOWS SUBDIVISION","** shall mean all of the immovable property as reflected on the plat of survey referenced hereinabove, together with all improvements from the time constructed thereon, together with such portion of the property described hereinafter as may be annexed into CYPRESS MEADOWS SUBDIVISION by future supplemental declarations, annexations and/or dedications, to-wit:

That certain tract of land in Lafayette Parish, Louisiana,
Located in Sections 4 & 9, T-11-S, R-5-E.
Said tract contains 269.1 acres more or less, and is more fully described as follows:
Commencing at the intersection of N. Larriviere Road and Fairfield Drive.
Being the Northwest corner on a Plat showing property of Comeaux Planting Company, Inc, Prepare by Pensco Engineering and Surveying Co, Inc
Plat Dated July 18, 2000.
thence South 00°17'03" West, a distance of 294.60 feet;
to the Point of Beginning;
thence South 89°58'29" East, a distance of 595.96 feet;
thence South 00°01'31" West, a distance of 865.52 feet;
thence North 89°33'04" East, a distance of 39.01 feet;
thence South 00°26'56" East, a distance of 120.00 feet;
thence North 89°33'04" East, a distance of 1633.62 feet;
thence South 29°23'27" East, a distance of 226.20 feet;
thence North 69°45'42" East, a distance of 132.39 feet;
thence South 26°16'33" East, a distance of 156.20 feet;
thence South 27°31'30" East, a distance of 392.12 feet;
thence South 22°00'51" East, a distance of 465.29 feet;

thence South 22°18'51" East, a distance of 219.54 feet;
thence South 23°04'31" East, a distance of 590.79 feet;
thence South 37°22'15" East, a distance of 79.89 feet;
thence South 00°56'31" East, a distance of 19.54 feet;
thence South 00°56'31" East, a distance of 1280.63 feet;
thence South 00°43'02" East, a distance of 459.06 feet;
thence North 87°33'26" West, a distance of 289.56 feet;
thence South 00°40'42" East, a distance of 369.70 feet;
thence North 89°21'28" West, a distance of 333.96 feet;
thence North 01°02'57" West, a distance of 479.50 feet;
thence North 01°02'57" West, a distance of 288.00 feet;
thence North 89°17'57" West, a distance of 147.20 feet;
thence North 88°24'19" West, a distance of 627.06 feet;
thence North 88°21'14" West, a distance of 237.78 feet;
thence North 88°16'35" West, a distance of 93.97 feet;
thence North 88°17'52" West, a distance of 94.13 feet;
thence North 89°06'14" West, a distance of 168.40 feet;
thence South 00°48'21" East, a distance of 794.60 feet;
thence North 89°43'33" West, a distance of 1320.70 feet;
thence North 00°08'17" West, a distance of 4567.40 feet;
thence North 00°17'03" East, a distance of 384.95 feet,
to the Point of Beginning.

Declarant reserves the right, at its sole and absolute discretion, to establish and create additional phases for CYPRESS MEADOWS SUBDIVISION by future supplemental declarations, annexations and/or dedications, said supplemental declarations, annexations and/or dedications to contain such terms, conditions, restrictions and provisions as Declarant may impose or create, which need not be identical to the within restrictions and conditions, and may contain less or greater or more restrictive provisions, restrictions and covenants.

At any time on or before the date when Declarant sells the final Lot in CYPRESS MEADOWS SUBDIVISION to an Owner, Declarant shall have the absolute and unconditional right to withdraw property from CYPRESS MEADOWS SUBDIVISION without consent of any other Owner or Person (other than Owner of such property, if other than Developer), except as otherwise expressly provided herein. The withdrawal of all or any portion of the Property from CYPRESS MEADOWS SUBDIVISION shall be effected by Declarant recording a written instrument setting forth the legal description of the property being withdrawn. Upon the withdrawal of any subject property from CYPRESS MEADOWS SUBDIVISION pursuant to this Section, such property shall not longer be subject to any of the Reservations set forth in this Declaration. If the property withdrawn is Common Area, the applicable Association shall consent to such withdrawal, as provided in its Bylaws, to effect such a withdrawal.

2.14 **"Lot"** shall mean any parcel of land within CYPRESS MEADOWS SUBDIVISION, designated, numbered, and shown as a lot on the plat of survey attached hereto and made a part hereof, including any Improvements thereon, and all interests in any Common Areas appurtenant thereto, if any.

2.15 **"Member"** shall mean any person or entity who is a member of the Association. Each Owner shall be a member of the Association and membership shall be appurtenant to and run with the lot ownership which qualifies the Owner thereof for membership. Membership may not be severed from or in any way transferred, pledged, mortgaged or alienated except together with title to a lot.

2.16 **"Owner"** shall mean the record owner, as shown by the official records of the Clerk of Court for Lafayette Parish, whether one or more persons or entities (including Declarant), of the fee simple title to any lot within CYPRESS

MEADOWS SUBDIVISION, but shall not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a mortgagee, unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings.

2.17 **"Plans and Specifications"** shall mean any and all documents designed to guide or control the construction or erection of any improvements, including but not limited to those indicating size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

2.18 **"Property"** Property shall mean the property described in Section 2.13 as well as any other property in addition to the property described in Section 2.13 which Declarant has actually annexed to and included or otherwise incorporated within Cypress Meadows Subdivision.

2.19 **"Special Provisions Relative to Declarant."**

A. Notwithstanding anything contained herein to the contrary, the Restrictions contained within this Article II shall not apply to the activities of Declarant.

B. The restrictions contained within this Article II may not be amended, supplemented or terminated without the written consent of Declarant, so long as Declarant owns any property subject to this Declaration or subject to annexation to this Declaration, all as same is more fully defined in Sections 2.13 and 2.18.

ARTICLE III

GENERAL RESTRICTIONS

Appearer further declared that in order to dispose of the property situated in the subdivision to the best advantage of, and to assure all prospective purchasers that said property will be properly and uniformly developed, and to make said property more desirable and attractive, it binds itself, its successors and assigns, not to sell any of the property situated in the subdivision, except under the following restrictions, which restrictions or covenants which shall run with the land, and it does hereby impose said restrictions, and such amendments as may be made as provided for herein, which shall affect the said property and all future purchasers, whether set forth in any act of sale or not, in perpetuity, unless a shorter duration is dictated by applicable law, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless at any time by the vote of the appropriate persons, voting in accordance with the voting rights provided for herein, it is agreed to amend said covenants in whole or in part.

All immovable property within CYPRESS MEADOWS SUBDIVISION, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.01 **Antennae.** No exterior radio, television or communications antennae, aerial, or dish, nor any basketball goal, badminton net, tennis net, volleyball net or other similar sports equipment shall be erected or maintained or attached to any structure within the subdivision where same is visible from the street. Notwithstanding the foregoing, the Architectural Control Committee shall have the authority to grant variances for the location of any of the foregoing, provided same is located in accordance with the approval of the Committee.

3.02 **Composite Lot.** Any Owner of one (1) or more adjoining Lots may consolidate such Lots into one (1) Composite Lot or building site with the privilege of placing or constructing Improvements on such resulting site. Accordingly, setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the plat attached hereto; and the site shall be considered one (1) single family Lot for Association Assessment purposes, provided that one, and only one, residence shall be constructed thereon.

3.03 **Drainage, Grades and Ditches.** All earth areas shall be graded such that they drain in a manner consistent with natural drainage and without damage to neighboring land owners. Contouring the earth is encouraged to provide swales, especially along Lot lines, that are free flowing and manageable. No driveways or access road to any Lot shall be constructed without provisions for drainage of surface water along the designated right-of-way, nor without concrete paving being installed between the street or road paving and the Improvements on the Lot. The foregoing shall not preclude the use of other paving materials approved by the Architectural Control Committee. No building shall be constructed on any Lot until provisions have been made for drainage of surface water to the street upon which such lot fronts or to such other location as may be appropriate, silt, fences or other appropriate devices shall be utilized during construction to avoid soil runoff into the streets, the lake or upon other lots. No grading, alterations or improvements shall be permitted to obstruct, impede or interfere with the drainage system created by Appearer in connection with the installation of the subdivision infrastructure.

3.04 **Electrical, Telephone, Television, and Other Lines.** Electrical, telephone, television, and other connections and installments of wires and cables to buildings shall be made underground from the nearest available source.

3.05 **Exteriors Improvements.** The exterior on each Improvement shall be constructed entirely of materials approved in advance by the Architectural Control Committee.

3.06 **Hazardous Activities.** No activities shall be conducted on any Lot or on Common Areas and no Improvements shall be constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted on any Lot except in an interior or exterior fireplace, or a contained barbecue unit while attended and being used for cooking purposes. The discharge of fireworks in the subdivision is expressly forbidden, unless approved by the Board on special occasions.

3.07 **Leasing of Property.** Any Owner shall have the right to lease his Lot, which includes all buildings and Improvements thereon, upon such terms and conditions as the Owner may deem advisable, except that any such lease shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration and that the lessee shall abide by same. Any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease, enforceable by the Association. No lease having a duration of less than six months shall be permitted, and any lease shall be the whole lot with improvements. No owner shall be permitted to lease less than the entire single family residence. No for lease sign shall be permitted to be posted in the subdivision.

3.08 **Lot Cleanliness and Maintenance.** Owners and occupants of Lots shall keep their Lots in safe, clean, neat and attractive condition. In no event shall any Lot be used for storage of materials or equipment except for normal residential requirements or incident to construction of Improvements thereon. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining Lots or streets, Common

Areas or other adjoining property. Without limiting the generality of the foregoing, trailers, recreational vehicles, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all terrain vehicles, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view, and no repair or maintenance work shall be done on any of the foregoing, or on an automobile, other than minor emergency repairs, except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view. Liquid gas, oil, and other exterior tanks shall at all times be kept within an enclosed structure or permanently screened from view.

During construction, homes and garages must be kept clean and yards cut. All building debris, stumps, trees, etc. must be removed from each Lot by the builder during construction of any improvements as often as necessary to keep the improvements and lot attractive. Such debris shall not be dumped in any area of the subdivision. Homes under construction shall meet applicable code requirements for the City of Broussard with reference to the placement of materials on the property, the accumulation of debris, the maintenance and location of portable restroom facilities and such other regulations as may be applicable.

3.09 **Noise.** No horns, whistles, bells, or other sound devices, other than security devices used exclusively for security purposes, shall be located, used, or placed on any Lot without the prior written approval of the Architectural Control Committee. No noise or other nuisance shall be permitted to exist or operate upon any such Lot so as to be offensive or detrimental to any other Owner or occupant.

3.10 **Occupancy Restrictions.** No activity that would constitute a "Group House" for the purpose of housing unrelated persons, as a business or otherwise, shall be permitted on any lot in the subdivision. Lots shall be used solely for single family residential use. No dwelling on any Lot shall be occupied while in the course of construction, nor shall any temporary structure or mobile home or other vehicle be used as a residence on any lot in the subdivision. No existing building constructed elsewhere shall be moved onto or erected on any lot within the subdivision without the prior written approval of the Architectural Control Committee. The foregoing shall not preclude the construction of offices or studies in homes, provided, however, that no office, study or similar area shall be used as a place of business.

3.11 **Offensive Activities.** No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

3.12 **Parking.** Parking must be off the street. On-site parking and parking areas must be hard-surfaced of concrete or such other paving material pre-approved by the Architectural Control Committee. Each residence shall be constructed with at least a two-car enclosed garage.

3.13 **Repair of Buildings.** Improvements hereafter constructed upon any land within the subdivision shall at all times be kept in good condition and repair and adequately painted and otherwise finished by the Owner. The opinion of the Architectural Control Committee as to the acceptability of such condition shall be final.

3.14 **Easements Deemed Appurtenant.** The easements and rights herein granted for or to an Owner shall be appurtenant to the Lot and the Improvements belonging to that Owner, and all conveyances of and other instruments affecting title to the property shall be deemed to be sufficient to the easements and restrictions as are provided for herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appear in any such conveyance.

3.15 **Signs.** No sign of any kind shall be displayed to the public view without the approval of the Architectural Control Committee.

3.16 **Subdividing.** No Lot shall be further divided or subdivided except by Declarant, nor may easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Control Committee.

3.17 **Temporary Structures.** No tent, shack, trailer, mobile home, or other temporary building, Improvement or structure shall be placed upon any Lot, except that temporary structures necessary for storage of tools and equipment during construction and for office space for architects, builders, and job superintendents during actual construction may be maintained with the prior approval of the Architectural Control Committee. The Declarant may utilize such temporary buildings or structures, sales offices, model units, signs, etc., as it deems necessary to provide for the ongoing development of the subdivision or the operation of any facility or amenity in connection therewith.

3.18 **Use.** Lots shall be improved and used solely for single family residential purposes. As used herein, the term "single family residential purposes" shall mean the use and occupancy of a Lot as a private dwelling by the respective Owner thereof for the housing of his immediate family and for no other purposes. Construction or occupancy of garage apartments or outbuildings as separate dwelling units on any of the lots in the subdivision is prohibited. No existing housing units shall be converted into a multiple apartment or dwelling building. No commercial places of business of any nature whatsoever shall be erected or maintained on any of the lots in the subdivision. Further, no building or dwelling in the subdivision shall be used to house more than four non-related persons. Persons married to each other and children of spouses shall be considered related for the purposes of these restrictions. No activity which that would constitute a "group home" for the housing of unrelated persons as a business, whether or not for profit, shall be permitted on any lot in the subdivision.

The Association shall have the authority to adopt reasonable rules and regulations relative to the use, occupancy and activities upon any property in the subdivision, whether owned by the Association or privately owned. Notwithstanding the dedication of any and all streets contained herein, the developer reserves on behalf of itself, the Association and the subdivision residents the right to regulate activity upon said streets, including but not limited to parking, to the fullest extent permissible and not contrary to applicable state or local law.

3.19 **Vehicles.** The use of vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, and wagons shall be subject to the Association's rules, which may regulate, prohibit or limit the use thereof within specified parts or the entirety of the subdivision. In addition to the foregoing, and without limiting the generality thereof, the parking of vehicles of any type or description whatsoever upon the streets or rights-of-way within the subdivision shall also be subject to the Association's rules and regulations. No motor home, travel trailer, camper or other similar recreational vehicle may be used as a residence on any lot and any

such vehicle, as well as boats and boat trailers, shall be parked and kept behind the front setback line within a closed building or enclosure so that it is not visible from the street. No vehicle may be parked on the street in front of any residence longer than twenty-four (24) hours and no vehicle may be placed on blocks or in any immovable position on any Lot or street in the subdivision. Owners of each lot shall provide sufficient off street parking to accommodate the placement of all vehicles belonging to, or operated by persons occupying the residential dwelling on such lot and which is regularly parked in the subdivision, which parking shall be located at least twenty (20) feet from the right of way and shall be designed so as not to detract from the neighborhood and adjacent lots. No commercial vehicles may be parked on any lot if they exceed the weight of 3/4 tons, except where necessary to construct the improvements or make deliveries, repairs or service calls. Commercial vehicles having a weight of 3/4 tons or less having commercial signs located thereon shall not be parked on Lots overnight, or regularly during the day, unless same are in an enclosed garage or out of view from the street.

3.20 **Special Provisions Relative to Declarant.**

A. Notwithstanding anything contained herein to the contrary, the Restrictions contained within this Article III shall not apply to the activities of Declarant.

B. The restrictions contained within this Article III may not be amended, supplemented or terminated without the written consent of Declarant, so long as Declarant owns any land subject to this Declaration or subject to annexation to this Declaration, all as same is more fully defined in Sections 2.13 and 2.18.

ARTICLE IV

RESIDENTIAL DESIGN GUIDELINES

4.01 **Approval of Plans for Buildings, Alterations and Other Improvements**.

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

Each Owner is encouraged to develop and utilize his own property in an imaginative and tasteful manner. Houses may be sited and constructed in that particular style, design, and quality that suit each Owner, subject to this Declaration. Design standards are important to enhance and preserve the subdivision's beauty.

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

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

C. The Architectural Control Committee shall provide a response to a request for approval within fourteen (14) days from receipt thereof. If no response to a request for approval is received within fourteen (14) days, the

applicant shall have the right to assume that such plans have been approved and may proceed with the Improvement. Should the plans be disapproved, the Owner may request a written statement explaining the grounds upon which such action was based.

D. Approval of Plans and Specifications shall be applicable only to the current Lot Owner and shall terminate and be rendered void if construction of the Improvements is not begun within six (6) months after such approval. Upon an adequate showing of extenuating circumstances, the Architectural Control Committee may extend the six (6) months time limitation.

E. The role of the Architectural Control Committee is to assure that no Improvement impairs the aesthetic and monetary values of the properties within the subdivision. The Architectural Control Committee shall consider the suitability of the Improvement and the types of materials used, the quality of materials utilized, the effect of any proposed Improvement on adjacent or neighboring property, the method of utilization of utility lines, the impact on the natural surroundings, and the timely and orderly completion of such Improvements, and such other factors as it may deem appropriate.

4.02 **Concrete Truck Washouts.** Each Owner shall assure that during construction of his Improvement, no concrete trucks are allowed to leave hardened piles of concrete on any Lots or streets of the subdivision or to wash out concrete trucks into any sewer or drainage system.

4.03 **Driveways, Walkways, and Parking Areas.** The location and type of materials (i.e. washed gravel, brick pavers, colored concrete, etc.) used for driveways, walkways, and parking areas must be shown on the site plan submitted by Owner for approval to the Architectural Control Committee. A Driveway shall not be constructed closer to the side property line than permitted by the City of Broussard, particularly where an electrical transformer or pedestal is located near the side property line.

4.04 **Easements.** Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected or maintained in and on the areas indicated and shown as easements on the plat of survey attached hereto, water, sewer, and other pipelines, conduits, wires and any other utility above or beneath the surface of the ground, with the right of access to same at any time for the purposes of repair, maintenance and improvement.
The Association and the suppliers of utilities to the subdivision, through their respective proper agents and employees, shall at all times have the right of access to all such easements shown on the plat of survey attached hereto, for the purpose of installing, inspecting, maintaining, removing or replacing any portion of the facilities installed.

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

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

B. Roofing materials shall be a shingle with a minimum twenty (20) year warranty or better, or as may be approved by the Architectural Control Committee. No roll roofing shall be permitted.

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

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

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

4.06 A. **Fences.** Only fences or walls approved by the Architectural Control Committee and/or constructed in advance by the Association may be installed on Lots within the subdivision. Small privacy areas, such as atriums or patios, may be fenced if shown on the Plans and Specifications and approved by the Architectural Control Committee. No fences may extend in front of the house building line unless approved by the Architectural Control Committee. Whenever a fence or wall by the nature of its construction and materials has a more attractive side, the more attractive side must face outward toward common areas and/or streets. Any gates or doors that face toward Common Areas, such as paths, alleys or walkways, shall open inward only. No creosote treated materials shall be used in any fence. Wooden fences may have metal posts, provided that same are not visible from any street upon which said lot has frontage, unless on fences perpendicular to such street and located on interior side lot lines (i.e., not on a street or rear lot line). No fence or wall serving the purpose of a fence situated anywhere upon any lot shall have a height greater than six (6) feet above the finished grade surface of the ground upon which the said fence or wall is situated unless a greater height is approved by the Architectural Control Committee. Fences shall be kept properly maintained and in good repair. Owners of lots which have fences thereon that were constructed by the developer shall be responsible to repair, maintain and/or replace that portion of the fence on their lot using materials that are the same as, or as closely compatible as possible as the original fencing materials. Owners of all perimeter lots shall be responsible for maintenance and repair of the portion of the fence installed by developer on their lot.

The standard fence for side and rear lot lines that adjoin other lots will be a six foot high board fence in accordance with plans and specifications obtained from and approved by the Architectural Control Committee. The cost of common fences of this type will be shared by all adjoining lots. The builder or owner of the lot installing the fence will be reimbursed by the owner of adjacent lots upon their sale by the Declarant. The amount of the reimbursement will be fifty (50%) percent of the original construction cost, but not to exceed $7.50 per linear foot, unless adjusted in advance of the installation of the fence by the Architectural Control Committee. Fences of other styles may be approved by the Architectural Control Committee. Even though a more expensive fence style is approved, the reimbursement by adjacent lot owners shall be limited to the standard fence design as pro-rated above. Fences along and adjacent to the Lake on the rear twenty (20') feet of Lots abutting the Lake shall be see through type fences three (3) to four (4) feet in height which will allow the Lake to be visible through the fence, which fences shall be constructed of materials, and have a design, approved by the Architectural Control Committee and shall be compatible to adjacent Lots and with the general

scheme for the Lake area. No hurricane-type fences shall be permitted. The maintenance cost of fences on common lot lines shall be shared equally between the Lot owners, provided however that until such time as the adjacent lot is sold by the Declarant and the Lot is improved, the cost shall be borne by the Lot owner constructing the fence.

B. **Entry Wall**. Situated on one of the common areas is an entry feature which shall be a part of the common area and Association property. This wall shall be maintained, improved, repaired, and replaced, as and when necessary, by the Association, who is charged with the responsibility of said repair, maintenance, improvement and/or replacement.

4.07 **Garbage Containers.** No open garbage containers or piles of garbage shall be allowed to remain on any Lot, except on a temporary basis during construction, and then only in accordance with all applicable governmental code requirements. Garbage cans must be screened from neighbors and the public view by fencing, landscaping or other screening devices that are acceptable to the Architectural Control Committee. All garbage, trash and other refuse must be placed in containers at a place convenient for pick-up service.

No trash, refuse, scrap lumber, metal or piles of garbage, and no grass, shrub or tree clippings will be allowed upon any lot unless same is completely screened from public view and further provided that such items are maintained in a manner that does not pose a safety or health hazard.

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

4.09 **Landscaping.** Property not landscaped shall be seeded with grass and kept mowed and in a presentable condition. Grass will not be allowed to grow higher than six inches above grade. The Association shall have the right to mow any grass in violation of this Section if, within ten (10) after written notice, the owner of said lot fails to do so, and the Association shall have the right to be reimbursed by such owner for all expenses incurred, together with an administrative fee of twenty-five (25%) percent of said expenses. Such expenses, together with reasonable attorney's fees incurred by developer in collecting same, shall be a charge and lien upon the property affected, from the date of recordation in the records of Lafayette Parish of an affidavit executed by the Association attesting to the facts giving rise to said lien. Such assessment shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment is made.

4.10 **Minimum Square Footage.** Every residential unit constructed in the subdivision shall be erected on an approved lot and shall have a minimum of 1,500 square feet of air conditioned living space, exclusive of porches, store rooms, garages, carports and other un-air-conditioned spaces or outbuildings. For good cause, the Architectural Control Committee shall have the authority to permit a residential unit of less than 1400 square feet.

4.11 **Mailboxes.** Each mailbox shall be constructed of certain materials and of a design approved Architectural Control Committee. No mailbox may be replaced except by one approved by the Architectural Control Committee.

4.12 **Portable Chemical Toilets.** During the construction phase, portable chemical toilets shall be placed in a location on the building site that is remote and as inconspicuous as possible. All efforts must be made not to place such toilets next to occupied residences.

4.13 **Retention of Plans.** Upon approval by the Architectural Control Committee of any Plans and Specifications submitted hereunder, same shall be retained for permanent record with the Architectural Control Committee, and a written letter approving said plans shall be sent to the applicant submitting same. The Architectural Control Committee is authorized to release plans to the party having submitted same upon reasonable request.

4.14 **Roof Penetrations.** Ventilating, plumbing or heating vents placed on the front side of building roofs shall be kept to a minimum and approved by the Architectural Control Committee. All vents protruding from roof shall match, or be painted to match, the color of the roof. Residences on corner lots are considered to have two (2) front sides for the purpose of this Section.

4.15 **Setbacks and Minimum Heated/AC Square Footage for Single Family Dwellings.** The standard setbacks for each Lot shall be as follows:

Front Setback: 20 feet
Side Setback: 5 feet
Rear Setback: 10 feet

Special Setback for Corner Lots: Where a garage on a corner lot faces the side street, there shall be a minimum setback of twenty (20) feet for the garage on the side of the lot abutting the side street. All other improvements must be located no less than ten (10) feet from the side street.

A. The Architectural Control Committee shall have the authority to grant variances with regard to setbacks in order to achieve the most aesthetic and practical home settings with the concurrence of the adjacent lot owner affected by a side or rear setback variance request. No variance granted by the Architectural Control Committee shall have the effect of waiving any governmental requirement as to set backs and if necessary, the owner shall obtain a variance from the City of Broussard with reference to any set backs required by said entity.

B. Measurements for setbacks shall be taken from the outer extremities of the building (the slab being considered the outer extremity and the roof overhang not being considered an extremity) to the appropriate property lines. Thus, all measurements are to be made from the closest points on any buildings or structures to the property lines, including overhangs, gables, chimneys, garden windows, porches, etc.

NOTICE: The setback requirements of applicable governmental bodies, such as the City of Broussard, may be more restrictive than those contained herein, and therefore, the regulations and requirements of such bodies should be reviewed prior to constructing improvements on lots in the subdivision.

Nothing shall be built above grade on the lawn between the front setback line and the street upon which any residence fronts. Nothing shall be placed thereon except plants, lamp posts, mailboxes or decorative items as shall tend to beautify the property.

Special Setback for Construction on Multiple Lots: Where construction of a dwelling is had on two or more lots, the owner of said lots shall be permitted to treat the aggregate of the lots as a single lot and the above setbacks shall apply to the lots in the aggregate. There shall be no setback requirements with regard to the lot lines separating the lots.

4.16 **Sidewalks.** No sidewalks shall be required in Cypress Meadows Subdivision.

4.17 **Solar Devices.** Solar collectors may be installed on the roof of a home if first approved by the Architectural Control Committee. Solar collectors shall not be installed on a house in a fashion which detracts from the design appearance of the structure or creates glare to adjoining homes or property. The Architectural Control Committee shall adopt such restrictions as it may find necessary to assure the acceptable appearance of solar devices.

4.18 **Signs.** No signs advertising any business shall be permitted in the subdivision. "For Sale" signs not larger than 24" X 36" or an equivalent area, advertising the sale of any lot or improvements located thereon shall be permitted for such time as is reasonably necessary to advertise the property for sale or for lease.

4.19 **Roofs.** The pitch of the roof of each residence, garage or other structure constructed upon any lot within the subdivision shall be not less than seven (7) on twelve (12) unless otherwise approved by the Architectural Control Committee.

4.20 **Special Provisions Relative to Declarant.**

A. Notwithstanding anything contained herein to the contrary, the Restrictions contained within this Article IV shall not apply to the activities of Declarant.

B. The restrictions contained within this Article IV may not be amended, supplemented or terminated without the written consent of Declarant, so long as Declarant owns any land subject to this Declaration or subject to annexation to this Declaration, all as same is more fully defined in Sections 2.13 and 2.18.

4.21 **Developer Review**. Each Owner, by accepting title conveying an interest in any portion of the property subject to this Declaration, acknowledges that, as the Developer of the Property and as an Owner of a significant portion of the Property, Declarant has a substantial interest in insuring that the improvements within the Property enhance Declarant's reputation as a Developer and do not impair Declarant's ability to market, sell or lease its property. Owner agrees that no work shall be commenced on the Owner's Property unless and until Declarant, along with the Architectural Control Committee, has given its prior written approval for such work, which approval may be granted or held in Declarant's sole discretion. In reviewing and acting upon any requests, Declarant shall be acting in its own interest and shall owe no duty to any other person. The rights reserved herein to Declarant shall continue for so long as Declarant owns any portion of the property subject to this Declaration or subject to annexation pursuant to this Declaration, unless earlier terminated by written instrument executed by Declarant and recorded in the Office of the Clerk of Court for Lafayette Parish.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

5.01 A. **Appointment of Members.** The Board shall have the right to appoint and remove all members of the Architectural Control Committee, subject to the continued voting power of Declarant as provided in the Articles of Incorporation. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Control Committee without Declarant's consent. Until replaced by action of the Board of Directors, the Architectural Control Committee shall consist of Robert S. Austin and Brian Clement. In the event of death or resignation of any member of the

Committee, the remaining members shall have full authority to designate a successor, subject to the authority of the Board of Directors to remove and replace any Committee members.

B. **Declarant Appointment.** Notwithstanding the foregoing provisions of Section 5.01 (A), for so long as Declarant owns any property subject to the Declaration, or subject to annexation under the terms of this Declaration, Declarant shall retain the right to appoint members to the Architectural Control Committee who shall comprise not less than one-half of the committee membership.

C. **Declarant Approval.** Notwithstanding anything contained herewithin to the contrary, Declarant reserves in favor of itself the absolute right to issue or deny final approval of any plans or specifications for new improvements to be constructed on a theretofore vacant lot in the subdivision. Declarant agrees that in the exercise of its absolute right hereunder, it shall strive to adhere to the guidelines and provisions set forth in this within Article V.

D. **Future Phases.** In the event Declarant elects to annex additional phases, then and in that event Declarant may reserve in favor of itself the exclusive right to name and appoint the Members of the Architectural Control Committee as to each phase in a manner similar to the foregoing, but shall not be bound to the foregoing provision and may designate such exclusive rights as it chooses for each annexed phase, all in Declarant's absolute discretion.

5.02 **Committee Duties and Authority.**

A. The Architectural Control Committee shall approve, disapprove, or require modification of Plans and Specifications for improvements in the subdivision.

B. The Architectural Control Committee shall review and inspect construction and other improvements in the subdivision to assure general adherence to approved Plans and Specifications.

C. The Architectural Control Committee shall strive to aesthetically control the spacing and orientation of dwelling units, buildings, and other Improvements, especially in relation to front, side and rear yard orientation.

D. The Architectural Control Committee, in its discretion may grant variances in order to comply with the intent and spirit of these covenants.

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

The Architectural Control Committee may, by resolution, unanimously adopted in writing, designate one (1) of its members to take any action or perform any duties for and on behalf of the Architectural Control Committee, except the granting of variances. In the absence of such designation, the vote of a majority of all of the members of the Architectural Control Committee, taken with or without a meeting, shall constitute an act of the Architectural Control Committee.

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

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

5.06 **Objective.** The objective of the Architectural Control Committee, which governs new construction and improvements in the subdivision, is to encourage the building of homes of good architectural design, quality, and size, compatible with the areas surrounding them. Homes should be planned with particular attention to the design and aesthetic appearance of the exterior and the use of materials as will, in the judgment of the Architectural Control Committee, create an attractive and harmonious blend with the existing homes and the natural surroundings. The Architectural Control Committee may disapprove the design and construction of a home purely on its exterior appearance when such disapproval is required to protect the other homeowners.
Prior judgment regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Architectural Control Committee and the Board feel that the repetition of such matters will have an adverse effect.

5.07 **Review of Proposed Plans for Buildings or Other Improvements.** Prior to the start of construction of any building or improvements in the subdivision, Plans and Specifications shall be submitted to the Architectural Control Committee for review and approval in accordance with Section 5.01 hereof. Construction or installation may not commence on any building or Improvement until the Plans and Specifications for the same have been approved as provided herein.

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

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

5.08 **Rules Adoption.** The Architectural Control Committee may adopt such procedural and substantive rules not in conflict with this Declaration as it may deem necessary or proper for the performance of its duties.

5.09 **Work in Progress and Completed Work.** The Architectural Control Committee may review and inspect work in progress and completed work and give notice of noncompliance as it deems necessary.

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

5.11 **Exemption of Declarant.** Notwithstanding the power and authority of the Architectural Control Committee, Declarant, CA Homes, LLC, (a limited liability company in which the principals of Declarant own an interest), and such other entity or entities as Declarant may designate, shall be exempt from the requirement to submit plans to the Architectural Control Committee or to obtain

the consent of the committee with reference to any improvements constructed either by Declarant or any other entity designated as exempt by Declarant. The foregoing exemptions shall apply and be granted in favor Declarant, CA Homes, LLC and any other future entity to designated an exempt entity with reference this or any future phases which may be annexed and become a part of Cypress Meadows Subdivision and the real property described in Sections 2.13 and 2.18 hereof. The right reserved herein to Declarant shall continue for so long as Declarant owns any portion of the property subject to this Declaration or subject to annexation pursuant to this Declaration, unless earlier terminated by written instrument executed by Declarant and recorded in the Office of the Clerk of Court for Lafayette Parish.

ARTICLE VI

ASSOCIATION PROPERTY

6.01 **Association Property and its Conveyance.** The Declarant shall have the right to and does hereby reserve unto itself all minerals and mineral rights in and to immovable property, but shall covenant not to allow any drilling or exploration activities to be conducted on the surface of said property which would in any way interfere with the use of same. The properties initially conveyed to the Association are as follows:

Also conveyed to the Association are the improvements at the entrance of the subdivision which are situated on common area property which shall be owned by the Association.

6.02 **Damages.** Each Owner shall be liable to the Association for any damage to Association Property which may be sustained by reason of the negligent or intentional conduct of such Owner or of his family, lessees, guests, or invitees. If a Lot is owned by two (2) or more persons, all such persons shall be liable in solido hereunder for any such damages. The amount of such damages may be levied as an Assessment against such person's immovable property on or within the Subdivision and may be collected as provided for in this Declaration under Assessments.

6.03 **Damage and Destruction of Association Property.** In the case of destruction of or damage to Association property by fire or other casualty:

A. **Reconstruction - Minor.** If the costs of repairing or rebuilding does not exceed the sum of Ten Thousand and No/100 Dollars ($10,000.00), together with the amount of the available insurance proceeds, such insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association Property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special Assessment to make good any deficiency.

B. **Reconstruction - Major.** If the cost of repairing or rebuilding exceeds Ten Thousand and No/100 Dollars ($10,000.00) and the available insurance proceeds, then:

(1) The insurance proceeds shall be paid to the Board, to be held in separate trust for the benefit of the Members, as their respective interests shall appear. The Association may, on behalf of the Members, enter into an agreement with a bank or other corporate trustee upon such terms as the Board may approve consistent herewith, for the purpose of receiving, holding or disbursing such proceeds.

(2) The Association shall obtain bids from two (2) or more responsible contractors to repair or rebuild any or all portions of the damaged property and shall call a special meeting of the Members to consider such bids. At such special meeting, the Members may, by a two-thirds (2/3) majority of the votes cast at such meeting elect to reject such bids and not rebuild. Failure to reject such bids shall be deemed acceptance of such bid as may be selected by the Board of Directors. If a bid is accepted, the Association may levy special Assessments on the Members to make up any deficiency between the total insurance proceeds and the contract price for repairing or rebuilding the Association Property and such Assessment and all insurance proceeds shall be paid to the Board to be used for such repair or rebuilding. Such Assessments may be made due on such dates as the Association may designate. The Association may borrow money to pay the aforesaid deficiency and may secure such borrowing by an assignment of its right to collect such Assessments, or by a pledge of or mortgage on any property owned by the Association or held by it in trust for the Members. If the Members elect not to rebuild, the proceeds, after payment for demolition of damaged structures and clean-up for the premises, shall be retained by the Association for use in performing its functions under this Declaration.

C. **Decision Not to Reconstruct.** If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by two-thirds (2/3) of the votes cast as such meeting, elect to ratify such decision, the Board shall act accordingly; but if the Members do not by such percentage elect to ratify such decision., the Board shall proceed to repair or rebuild the damages or destroyed facility pursuant to Subsection A or B, as the case may be of this Section.

6.04 **Special Restrictions Relative to Use and Enjoyment of Lake and adjacent Common Area and Special Restrictions Relative to Lots Having Lake Frontage.**

The Declarant has, by separate conveyance, conveyed to the Association certain property as more fully described in Paragraph 6.01 hereinabove. The foregoing property has drainage improvements constructed upon it which serve several purposes, including but not limited to:

A. To provide a retention facility for storm waters for the benefit of all lots in the subdivision;

B. To provide a recreational facility for the use, benefit and enjoyment of all owners of lots in the subdivision; and

C. To provide an aesthetically pleasing water feature in order to enhance the value of property in the subdivision.

In order to provide for the orderly use, development and improvement of the Common Areas, and in particular the lake and access areas, the following additional restrictive covenants and provisions are enacted and imposed, to-wit:

1. There is hereby established a maintenance servitude ten (10') feet in width adjacent and parallel to the perimeter of the lake which is hereby imposed upon all lots having lake frontage. The purpose of the servitude is to permit the Association, as agent for the owners, to maintain and improve the lake facility. No permanent planting, fences, buildings or outbuildings or other structures shall be constructed in the confines of the servitude without the prior consent and approval of the Architectural Control Committee, and in no event shall any structures be allowed in the servitude which would interfere with the maintenance and improvement of the lake.

2. Fences, walls, hedges or other structures designed or intended for or having the effect of enclosing any rear yard on any lot having lake frontage shall be approved prior to construction by the Architectural Control Committee. The Committee shall have the right to regulate the construction of such fences, hedges, walls or other structures in order to promote harmony of appearance and in order to ensure that same shall not detract from or interfere with the shared enjoyment and use of the lake by all lot owners. Notwithstanding the foregoing, each lot owner shall have the absolute right to enclose a portion of his rear yard in order to provide for the protection, safety and enclosure of children, pets and the like, provided that any such structure shall be approved by the Architectural Control Committee, including but not limited to approval of its location, height, design, materials, composition and such other matters as the Committee may deem relevant.

3. The Association shall have the authority to adopt rules and regulations governing the use and enjoyment of lake and the access points, including but not limited to rules and regulations:

   A. Regulating the types of watercraft which may be permitted to be operated on the lake, including the ability to prohibit all/or certain types of watercraft, such as motorized vessels, if, in its opinion, it deems same to be appropriate.

   B. Regulating the hours of the day during which the lake may be utilized for recreational or other activities, including prohibiting swimming in the lake, and further regulating the types of activity which will be allowed on Association property.

   C. Regulating through the use of a reservation system or such other system as it may deem appropriate, time during which certain individuals may reserve, utilize or otherwise enjoy any improvements constructed upon the Common Areas, including the two access points to the lake.

   D. Regulating the location and placement of landscaping, gazebos, fences, walls or other structures which will be visible from the lake within the rear twenty (20') feet of any lot.

   E. Regulating or prohibiting any structures which might restrict or obscure reasonable view of the lake by another lot owner or owners.

ARTICLE VII

MEMBERSHIP IN ASSOCIATION

7.01 **Membership.** Appearer has heretofore formed a non-profit corporation named CYPRESS MEADOWS SUBDIVISION HOMEOWNERS ASSOCIATION, INC. Each lot owner, by acquiring a lot in CYPRESS MEADOWS SUBDIVISION shall, as a result thereof, be a member of the corporation. The corporation is organized and shall operate on a non-stock basis. Membership may, however, be evidenced by a certificate of membership. The membership shall consist of every and all persons, firms, partnerships, corporations or entities who is or are a record owner of one or more lots in CYPRESS MEADOWS SUBDIVISION. The foregoing is not intended to include any person or entity who may hold an interest in any lot merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of a lot or lots. Membership shall cease automatically upon divestiture of an ownership interest in a lot in CYPRESS MEADOWS SUBDIVISION, and shall immediately vest in the individual or entity acquiring the interest so divested, subject to the right of the Association to demand proof of a transfer of ownership prior to recognition of a new member as such.

ARTICLE VIII

ASSESSMENTS AND ASSOCIATION FUNDS

8.01 **Annual Assessment and Due Date.** Assessments shall be fixed by the Association Board on a two-tier basis. Lots having frontage abutting the lake, namely Lots 9 through 14, 15, 85, 86, 90, 91 and 92 shall be assessed at one rate. The remaining lots shall be assessed at a second rate. The two-tier assessment is based upon the fact that irrespective of any access provided to the remaining lots to the lake, those lots abutting the lake shall have far greater rights of use and enjoyment of the lake by virtue of their proximity adjacent thereto. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum regular annual Assessment for Lots 9 through 14, 15, 85, 86, 90, 91 and 92 shall be $300.00, payable in one annual installment, and the maximum regular annual assessment for the remaining lots shall be $200.00, payable in one annual installment.

The Declarant, during the time that it reserves the right to vote on all Association matters, shall have absolute right to eliminate assessments payable by owners of lots not adjacent to the lake, (i.e. all but Lots 9 through 14, 15, 85, 86, 90, 91 and 92), provided however, that in connection with such an action, the Declarant shall also execute such an amendment to the restrictive covenants as is appropriate to eliminate any access to the lake in favor any lot owners other than the owners of Lots 9 through 14, 15, 85, 86, 90, 91 and 92.

The Board shall fix the amount of the annual Assessment against all property subject to same at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto.

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

Prior to the beginning of each new calendar year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a provision for contingencies and

appropriate replacement reserves. Then, the Board shall levy the annual Assessment pursuant to this article in order to pay such estimated expenses.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased above ten (10%) percent only by a vote of fifty-one (51%) percent of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

8.02 **Assessments and Their Uses.** The uses of the annual and special Assessments levied by the Association shall be to maintain, preserve, and operate the Association Property for the benefit of the Members and to carry out the powers, duties, and functions of the Association as set forth in this Declaration. Such purposes shall also include, but not be limited to, providing utility services to the Association Property, paying ad valorem taxes thereon, providing funds for the payment of unexpected liabilities and expenses incurred by the Association during the preceding year, and maintaining and preserving said property, as well as for the creation of reasonable reserves for future maintenance, preservation, operation and/or capital improvements or expansion of said property.

Notwithstanding anything to the contrary contained herein, the Declarant shall not be liable for any annual assessments or any quarterly installments thereof pursuant to this Article and this Declaration or any By-Laws or other Rules or Regulations adopted pursuant hereto. In consideration thereof, Declarant agrees that it shall pay the actual balance due in order to fund all maintenance, preservation and operation of the Association property to the extent that the assessments collected from any lot owners are insufficient to cover same. This exemption shall continue until such time as ninety (90%) percent of the lots are sold or until six (6) years from the date of execution of this Declaration, whichever occurs last, after which, Declarant shall pay assessments for each lot still owned by Declarant, if any, in the same manner and in the same amounts as any regular lot owner.

8.03 **Collection and Proration of Initial Regular Annual Assessment.** At the date of closing when an Owner initially purchases or acquires property in the subdivision, the Declarant, in the interests of the Association, shall levy and collect from each Owner a prorated portion of the applicable annual Assessment indicated in Section 8.01 for the remaining portion of the first calendar year.

8.04 **Lien and Personal Obligation to Assessments.** Each person or entity owning a Lot, by acceptance of title thereto, whether or not it shall be expressed in the instrument conveying such title, is deemed to covenant and agree to pay to the Association the annual Assessment and special Assessments as levied by the Board, such Assessments to be established and collected as herein provided.

The annual and special Assessments, together with interest, costs and reasonable attorney's fees, shall to the full extent permitted by law be a charge on the land and the payment thereof shall be secured by a continuing lien upon the Lot against which each such Assessment is made.

Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due. For the purposes of this provision, the Owner of a Lot at the time that a quarterly assessment installment becomes due shall be considered the owner of the Lot at the time that the assessment became due and shall be responsible for the payment of that installment of the assessment. Nothing contained herein shall prohibit the Association from proceeding against any prior Lot Owner for any assessments falling due prior to the transfer of any lot to any Purchaser. Nevertheless, unless

a lien has been filed prior the conveyance of a particular Lot for an assessment due from that Lot, the Association shall not impose a lien upon any Lot which has been the subject of any act of conveyance for assessments which became due prior to the date of recordation of the act of conveyance.

8.05 **Maintenance Fund.** The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the property owned by or leased to the Association, subject to the Association rules or operation of the Association, or otherwise for purposes authorized by this Declaration as it may from time to time be amended. To the extent compatible with current operating needs, excess funds of the Association shall be maintained in interest-bearing accounts or securities.

8.06 **Non-assessment of Assessments, Liens, and Remedies of the Association.** Any Assessment not paid within fifteen (15) days after the due date shall be deemed in default. The amount of any such Assessment, whether regular or special, assessed against any property plus interest on such Assessment at such lawful rate as the Board may designate from time to time, and the costs of collecting the same, including reasonable attorney's fees, shall be a lien upon such Lots and Improvements thereon. Such lien shall be prior to any declaration of homestead and each Owner by purchasing a Lot in CYPRESS MEADOWS SUBDIVISION, hereby waives his right to claim a homestead exemption in favor of the Association for any lien which may be filed pursuant to this Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same, and in the course thereof seek judicial recognition of its lien. No Owner may waive or otherwise escape liability for any Assessment by non-use of the Common Areas or any other Association Property or by the abandonment of any Lot. A certificate executed and acknowledged by any member of the Association's Board or its Treasurer stating the indebtedness secured by such lien, shall be binding upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request and for a reasonable charge.

8.07 **Property Exempt from Assessments.** No Assessments shall be levied against any property owned by the Declarant except as provided for herein in Section 8.02.

8.08 **Special Assessments.** The Board may levy in any assessment year special Assessments applicable to that year only for the purpose of defraying, in whole or in part, unexpected liabilities and expenses incurred by the Association during the preceding year, or the cost of construction, reconstruction, repair, or replacement of a capital improvement upon any Association Property, including fixtures and personal property related thereto. Any Assessment under this section shall have the assent of at least fifty-one (51%) percent of the entire membership of the Association.

8.09 **Subordination of Lien.** The lien for Assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any property subject to a lien for unpaid Assessments shall not affect the Assessment lien, unless pursuant to a foreclosure in which the property is sold to satisfy a superior lien and there are insufficient proceeds to pay the assessment lien. Nevertheless, such sale shall not relieve the owner personally obligated to pay such assessment from liability therefor.

8.10 **Filing of Lien.** The President of the Association shall execute and cause to be recorded as evidence of any lien permitted hereunder a document which shall set forth the name of the Lot Owner, the Lot against which the lien is assessed and the amount due under the assessment. Such notice of lien shall operate as an encumbrance and lien against the property with reference to which same is recorded.

ARTICLE IX
MISCELLANEOUS

9.01 **Amendment.**

A. It is intended that the property subjected to this declaration is merely the first phase of a much larger subdivision. Declarant reserves the right by Amendment, Supplemental Declaration, Annexation or otherwise to annex all or any portion of the property described in Section 2.13 into CYPRESS MEADOWS SUBDIVISION. However, Declarant reserves the right to impose upon said property the within restrictions, a different set of restrictions, or any such other restrictions as Declarant chooses to impose upon all or any portion of the additional property. Finally, Declarant reserves the right to not annex any portion of said property. For so long as Declarant is in a position to annex all or any portion of the property described in Section 2.13 into CYPRESS MEADOWS SUBDIVISION, whether by virtue of owning said property, having an Option to Purchase same, subsequently acquiring same, or otherwise, Declarant reserves the absolute right to amend the within restrictive covenants in such manner as Declarant may deem appropriate, provided however, that no improvements constructed in accordance with these covenants shall be deemed to be a violation of the covenants as amended, if said improvements were constructed in accord with the covenants in effect at the time construction took place.

B. Amendments affecting the side or rear setback requirements for any Lot shall require the approval of the Lot Owner adjacent to or bounding the lot lines which may be affected, even in those instances where the Declarant may unilaterally amend these restrictions.

C. Except as provided in Subsections A & B above, this Declaration may be amended by the vote of a two-thirds (2/3) majority of the Lot Owners. The President and Secretary of the Association shall be authorized to execute any amendment which has been authorized by a majority vote of the members and shall so certify on any act of amendment to this Declaration. For the purposes of counting votes, each Lot Owner shall be entitled to one vote, provided however, that Declarant shall have four votes by each Lot owned by it in the original subdivision and/or any subsequent phases which are annexed into same.

9.02 **Assignment by Association.** The Association shall be empowered to assign its rights hereunder to any successor nonprofit membership corporation, herein referred to as the "successor corporation"; and upon such assignment, the successor corporation shall have the rights and be subject to all the duties of the Association hereunder.

9.03 **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

9.04 **Effect of Violation on Mortgage.** No violation of any provisions of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the property made subject hereto, provided, however, that any mortgagee in actual possession or any purchases at any mortgagee's or foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the property.

9.05 **Enforcement of Declaration.** Any Owner, the Association, the Architectural Control Committee, Declarant, its successors and assigns, or any party to whose benefit this Declaration inures shall have the right to proceed at law or in equity to enjoin or otherwise seek recourse for violation or breach of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision and the party successful in bringing such enforcement action shall be entitled to recover reasonable attorney's fees incurred in connection therewith.

9.06 **Exemption of Declarant.** Notwithstanding anything in this Declaration to the contrary, neither the Declarant nor any of its activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Control Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of the Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales, and leasing offices, and similar activities, and to post signs incidental to construction, sales and leasing anywhere within the subdivision.

9.07 **Indemnity for Damages.** Each and every Owner by accepting an instrument conveying title to any property subject to this Declaration agrees to indemnify Declarant and the Association for any damage caused by such Owner to roads, streets, gutters, lighting, sidewalks or walkways, including all surfacing thereon, landscaping or to electrical, telephone, television, water, storm drainage, or sanitary sewer lines.

9.08 **Interpretation.** The provisions of this Declaration shall be liberally construed to create a uniform plan for the development and operation of the subdivision and with a view toward promoting and effectuating the fundamental concepts set forth in this Declaration.

9.09 **Liens.** The Association shall have the right, when appropriate, to claim or impose a lien upon any Lot in order to enforce any right or effect compliance with this Declaration.

9.10 **No Dedication to Public Use.** Nothing contained in this Declaration is intended or shall be construed as a dedication to public use of any Association Property, including without limitation, the Common Areas, and no public, state, parish or municipal agency, authority or utility has accepted or shall have any responsibility or liability for the maintenance and operation of any of said Association Property, unless by specific contract.

9.11 **Non-waiver.** The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Declaration.

9.12 **Notices.** Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices or to the residence of such person if no address has been given to the Association. Such addresses may be changed from time to time by notice in writing given by such persons to the Association.

9.13. **Severability.** Every one of the covenants, conditions, easements and restrictions contained herein is independent of and severable from the rest of the covenants, conditions, easements and restrictions and from every combination of

the provisions thereof. Invalidation by any court of any covenant, condition, easement or restriction in this Declaration shall in no way affect the provisions of the other covenants, conditions, easements and restrictions which shall remain in full force and effect.

9.14 **Singular Includes Plural, etc.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine; neuter shall include the masculine, feminine, and neuter.

9.15 **Term of Declaration and Amendments.** This Declaration shall run with and bind the land situated in the Subdivision, shall inure to the benefit of and be enforceable by the Declarant, the Association, the Architectural Control Committee, and the Owner of any Lot included in the Subdivision, their respective legal representatives, heirs, successors, and assigns for a period of twenty (20) years, after which time said Declaration shall be automatically extended thereafter for successive periods of ten (10) years each, unless amended or extinguished by a written instrument as herein provided.

9.16 **Transferee's Acceptance.** The Transferee of the property subject to this Declaration by acceptance of the instrument conveying an interest in or title to or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such property, shall accept such contract upon and subject to the provisions contained in this Declaration.

THUS DONE AND PASSED in Lafayette, Louisiana, on the aforesaid date in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after due reading of the whole.

WITNESSES:

Print: Danielle Marcantel

Print: Amy Bourgeois

SUGAR MILL VENTURE, LLC

by: Brian Clement, Manager

NOTARY PUBLIC

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JOHN A. MOUTON III
NOTARY PUBLIC
NO. 3790/NOTARY ID NO. 43342
LAFAYETTE PARISH, LOUISIANA
MY COMMISSION IS ISSUED FOR LIFE