



May 6, 2022

Fellow Members of Louisianne Property Owners Association, Inc.

Welcome to our community. We are so happy you chose to join us. Attached is a copy of the combined compilation of the Declaration of Design Standards, & Covenant for our neighborhood as enacted in 2014 and amended in 2018, Bylaws and Amended Articles of Incorporation for our Association.

It is suggested that you review all the attached documents. Your attention is called to Section 2 and the first numbered portion of Section 3 of the Declaration. These provisions involve some of the day-to-day aspects regarding the appearance and upkeep of our neighborhood with particular areas of concern including, but not necessarily limited to, parking on our streets and the upkeep of our houses and yards.

George H. Schaeffer, President
Louisianne Property Owners Association, Inc.

The attached documents are not intended to be exact copies of the documents on file with the Ouachita Parish Clerk of Court but materially represent the information contained in those documents on file.



AMENDED ARTICLES OF INCORPORATION
OF
LOUISIANNE PROPERTY OWNERS ASSOCIATION, INC.

Before the undersigned duly commissioned and qualified Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared the subscribers hereto, who declared that, availing itself of the provisions of the Louisiana Nonprofit Corporation Law (Title 12, Chapter 2, Louisiana Revised Statutes), it does hereby organize itself, its successors and assigns into a corporation in pursuance of that law, under and in accordance with the following Articles of Incorporation:

ARTICLE I- NAME

The name of this corporation is LOUISIANNE PROPERTY OWNERS ASSOCIATION, INC. hereafter referred to as the "Association".

ARTICLE II - OBJECTIVE AND PURPOSES

The objectives and purposes for which the Association is organized and the nature of the business to be carried on by it are stated and declared to be as follows: To associate its membership together for their mutual benefit and for the purpose of complying with the Declaration of Design Standards, Restrictions, and Covenant for Louisianne, a Community at Hard Times Plantation, (the Declaration), including but without limitation to operate and maintain the Common Property, as defined in the Declaration; to enforce the covenants, conditions, restrictions, and other provisions set forth in the Declaration, and to enforce the rules and regulations promulgated by the Association in accordance with the Declaration as the entity for the execution, performance, administration and enforcement of all terms and conditions of the Declaration.

ARTICLE III – DURATION

The duration of the Association shall be perpetual or such maximum time per as may be authorized by the laws of the State of Louisiana.

ARTICLE IV – MEMBERS

The Association is organized on a non-stock basis, and there shall be only one class of membership (except that rights of voting shall be as provided in Article V). Each Owner (as defined in the Declaration) of a Lot/Residence in Louisianne, upon his acquisition of a Lot/Residence (as defined in the Declaration), shall automatically become a member of the Association and shall remain a member for so long as such Owner remains the Owner of the Lot/Residence. Such membership shall be mandatory and may not be terminated by any Owner. No person or entity who holds any type of interest whatsoever in a Lot as security for the performance of any obligation may be appointed as a member of the Association.

ARTICLE V -VOTING RIGHTS

The right and privileges of membership, including the right to vote and to hold office in the Association, may be exercised by a member, a member's spouse or by proxy, but in no event shall more than one vote be cast for each Lot/Residence, except as provided below. When more than one person holds an interest in any Lot/Residence, the vote for such Lot/Residence shall be exercised as those Owners of such Lot/Residence themselves determine and advise the Secretary in writing prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot/Residence shall be suspended in the event more than one person seeks to exercise it.

ARTICLE VI - ADMINISTRATION OF THE ASSOCIATION

Unless and until otherwise provided by the By-Laws, all of the corporate powers of this corporation shall be vested in and all of the business and affairs of this corporation shall be managed by a Board of from three to five directors. The number of directors may be increased or decreased within these limits by a unanimous vote of the directors. The Board of Directors shall have the authority to make and alter By-Laws, subject to the power of the members to change or repeal the By-Laws so made. The Board of Directors shall further have the authority to exercise all such other powers and to do all such other lawful acts and things which this corporation or its members might do, unless prohibited from doing so by applicable laws, or by these Articles of Incorporation by the By-Laws, or by the Declaration. The affairs of the Association shall be administered by the Board of Directors in accordance with the Declaration, these Articles of Incorporation, and the By-Laws of the Association. The Articles of Incorporation and the By-Laws may be amended in the manner set forth or as provided by law; provided that no such amendment shall conflict with the terms of the Declaration and provided that no such amendment. alteration or rescission may be made which affects the right or privileges of any Institutional Mortgagee without the express prior written consent of the institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions be of no force or effect. The general annual meeting of the members for the election of directors

and other business shall be held at a place designated by the current Board of Directors and shall take place at a date chosen by the Board with fifteen (15) days written notice to all members.

ARTICLE VII - SUSPENSION OF MEMBERSHIP RIGHTS

No member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest, privilege which may be transferable, or which shall continue after the member's membership in the Association ceases, or while the member is not in good standing. A member shall be considered "not in good standing" during any period in which the member is delinquent in the payment of any assessment (as defined in the Declaration), or is in violation of any provision of the Declaration, any rules or regulations promulgated by the Association, or the Traffic Regulations (as defined in the Declaration). All such determinations shall be made by a majority of the Board of Directors. While not in good standing, the member shall not be entitled to vote or exercise any right or privilege of membership of the Association.

ARTICLE VIII - WAIVER OF INTERESTED PARTY RESTRICTIONS

This Association shall have authority, to the fullest extent now or hereafter permitted by the law of the State of Louisiana, or by any other applicable law, to enter into any contract or transaction (including employment contracts or other relationships) with one or more of its members, directors or officers, or with any corporation, partnership, limited liability company, association or other organization in which one or more of its shareholders, members, directors or officers are members, directors or officers herein, or in which they have a financial interest, notwithstanding such relationships and notwithstanding the fact that the common or interested members, director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorized the contract or transaction and notwithstanding the fact that his or their votes are counted for such purpose or are required for approval of that relationship. Both common and interested members may be counted in determining the presence of a quorum at a meeting of the members or Board of Directors, or of a committee, which authorizes the contract or transaction.

ARTICLE IX - LIMITATION ON OFFICER AND DIRECTORY LIABILITY

A director or officer of this Association shall not be personally liable to this Association or its members for monetary damages for breach of fiduciary duty as a director or officer, except for liability for any breach of the director's or officer's duty of loyalty to this Association or its members, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or for any transaction from which the Director or officer derived an improper personal benefit.

ARTICLE X - MEMBER'S CONSENTS

Whenever the affirmative vote of the member is required to authorize or constitute corporate action, the consent in writing to such action signed only by members holding that proportion of the total voting power on the question which is required by law or by these Articles of Incorporation, whichever requirement is higher, shall be sufficient for the purpose, without the necessity for a meeting of members.

ARTICLE XI – RESTRICTION ON LEASING AND RENTING OF RESIDENCES

Each residence in the Louisianne subdivision may be leased for a one-year period during any and each consecutive ten-year period(s). The nine-year gap between any leases shall begin at the end of each such one-year lease period and continues for the entirety of the nine-year period thereafter even if the residence becomes owned by one or more subsequent owners. The property owner shall file the lease, which shall contain the beginning and ending dates of the one-year lease, in the conveyance records in the office of the clerk of court for Ouachita Parish, Louisiana, prior to the effective date of the lease and shall immediately provide the association's property manager with a copy of the recorded lease which has been certified by the office of said clerk of court. There shall be no assignment or subletting of each such lease and, if the lease should be terminated prior to the expiration of its one-year term, there shall be no further leasing of the residence during the remainder of the term of each such one-year lease (with the above-mentioned nine-year gap beginning at the end of the lease as if it had been in existence during the whole term as originally provided in the lease). Any lease which has already been renewed one or more years continuously for one year each time and, for which, the most recent renewal is presently effective and is recorded in the above-mentioned conveyance records before the time of the enactment of this Article may continue to be renewed annually hereafter by the same lessor(s) and lessee(s) with each such future annual renewal being recorded in said conveyance records prior to each such annual renewal period. Once these same lessor(s) and lessee(s) are no longer bound by a renewal lease between themselves, the residence in question falls under the general provisions of the first four sentences of this paragraph and the special leasing provision of the fifth and sixth sentences of this paragraph shall no longer be applicable to the lot in question. No other form of leasing or renting of residences is allowed in the subdivision. In addition to the above provisions of this article, owners cannot lease a residence in the subdivision during the first three years of their ownership of any particular lot in question. There will be a separate three-year period for each particular lot if the same owner or owners purchase lot at different times. Any or all of each applicable three-year period may be used in the calculation of the associated nine-year period; however, to the extent that any of said three-year period falls after said nine-year period, it also must be completed prior to said new owner(s) being entitled to enter into a one-year lease.

ARTICLE XII - INCORPORATION

The names and address of the Incorporator is as follows:

LOUISIANNE PROPERTY OWNERS ASSOCIATION
P. O. Box 15375
Monroe, LA 71207

ARTICLE XIII - INITIAL MATTERS

REGISTERED OFFICE: P. O. Box 15375
Monroe, LA
71207

MAILING ADDRESS: P. O. Box 15375
Monroe, LA
71207

REGISTERED AGENT: George Schaeffer
2519 Oak Alley
Blvd.
Monroe, LA 71201



Section One

DESIGN AND CONSTRUCTION STANDARDS

LOUISIANNE

A Community at Hard Times Plantation

GENERAL OVERVIEW:

The primary purpose of this neighborhood is to offer homeowners in this area a community ambiance similar to that found in earlier times in the garden districts of New Orleans, Louisiana, Charleston, South Carolina, and Savannah, Georgia and to attract residents who take pride in this purpose and can participate and enjoy the beauty intended. Creation of this ambiance is the carefully articulated arrangement of residences around the architectural styles, both with and without courtyard configurations common to those cities. A potential owner is offered the option of either having the Full Front Facade House or a Side Yard House. The Full Front Facade Houses shall sit 5 feet off the designated side property line and are allowed windows on this side elevation, while the Side Yard Houses shall sit on the designated zero lot line with no windows allowed on that side (See section on Windows for exception.) The advantage of the Full Front Facade House is that by the use of windows on the side elevations, there are more bedroom possibilities on the first floor. The advantage of the Side Yard House is that it gives the owner more privacy through the use of a courtyard configuration. Side Yard Houses were an urban form of housing typically arranged on long narrow lots with a format face to the street and a courtyard serving as the focal point for all the main rooms of the residences

Architectural styles appropriate to the neighborhood are the French influenced homes of New Orleans, and Georgian, Adam, Federal, Greek Revival, and Italianate found in Charleston and Savannah. No dwelling shall have a maximum or minimum square footage requirements The emphasis is on the architecture, landscaping, and quality craftsmanship.

In order to provide the individual residents with the life style conveyed above, the Association feels it is necessary to a set of standards in order to maintain the desired effect. All potential residents will be required to these standards. Potential residents must present to the Architectural Review Committee a schematic site plan including the sidewalk, driveway and parking pad designs, building plan, elevation, landscape plan, fencing and gate design. The preliminary application should include the identity of each contractor and subcontractor to be engaged for the construction.

A fee of \$500.00 will be required to handle this review and is due at the time of presenting the plans to the ARC. Notice or approval concerning this review process will be in writing. No additions or alterations shall be made to a submitted and approved plan without official notification to the ARC. An additional fee will be charged based on the degree of change from the original review document, but at no time will it exceed \$100.00. The ARC has the right to enjoin any construction not in conformance with the approved plans and specifications. Any variance in design shall be considered as unique and will not be establishing precedence for future construction. The ARC has the right to adjust or revise these standards.

Construction will be required to commence within six months of plan and specification approval. If it does not, then the application must be resubmitted. Once construction is commenced, it shall be completed in a reasonable time.

All residents, in areas that have designated zero lot lines shall be aware that a Temporary Construction Easement exists along the resident's property line that is concurrent with their neighbors designated zero lot line. The purpose of the easement is to allow their neighbors the right to utilize the minimum amount of the resident's property as will be needed for the construction of their homes and fencing or repairing the same. The extent of this easement is strictly limited to the minimum area necessary to safely complete the construction or repair, but in no event shall it exceed 10 feet without the owner's consent. Use of this easement will be carefully coordinated between the two parties and will be done with the minimum amount of inconvenience to the party on whose property the easement is located. All activities occurring within the easement are to be done in as expeditious a manner as possible and both parties are wise to agree upon a reasonable time frame. Both parties should decide on each individual's range of responsibilities prior to any work commencing in the easement, unless otherwise noted in this document.

Other sections of this document make reference to this easement and must be reviewed (See Landscaping, Garden Walls, Fences and Gates, Roofs and Gutters). No resident shall attach any vegetation or structure to his neighbor's home without his neighbor's approval. Any vegetation allowed shall be properly maintained so as to cause no adverse impact to the house.

It is not the intent of this document to police or regulate any item other than the basic design concepts illustrated. It is the responsibility of the building owner and his architect or contractor to make sure that all construction is done according to all local, state, and national building codes and to guarantee the integrity of all building systems.

DESIGN AND CONSTRUCTION STANDARDS

ELEVATION:

All first-floor elevations (floor heights) should be between 24" and 30" above the finish grade.

UTILITIES

No water pipe, sewer pipe, gas pipe, drainage pipe electric wire, permanent telephone cable, permanent television cable, or similar service line shall be installed or maintained on any lot above the surface of the ground. Homes with alley access should have all utilities at the rear of the residence. In no case, should utilities be in the neighbor's courtyard or yard.

EXTERIOR BUILDING WALLS:

1. All first- floor stud plate heights should accommodate at a minimum a 10' high ceiling and all full second floor stud plate heights should accommodate at a minimum a 9' high ceiling. Any deviations from the above will be considered when deemed appropriate to the design intent.

BUILDING MATERIALS:

1. The following building materials are permitted:
 - a. Brick masonry. The brick shall be of a type that replicates a historical unit such as "old brick".
 - b. Stucco or Cement Plaster.
 - c. An Exterior Insulation and Finish System.
 - d. Wood or an approved Simulated Wood System in a bevel siding contour, such as Hardy Board. Material may be used on side or rear of structure.
 - e. High grade vinyl may be used as trim on the structure.
2. All materials (manufacturers), finishes, textures and colors specified must be submitted as part of the approval process, including brick, stucco, doors, shutters, garage doors, and trim.

WINDOWS AND DOORS:

1. The following are permitted:
 - a. Windows are to be painted or stained wood or clad.
 - b. Doors are to be painted or stained wood, clad or painted metal.
 - c. Transoms and circle head windows are allowed.

d. Windows shall be single-hung, double-hung, triple-hung or casements at all front, rear, or courtyard elevations of the house.

e. No windows of any kind will be allowed in houses along the zero-lot line except for bathroom windows at a height of 7'.

ROOFS

1. The following roofs are permitted:

- a. Composite Fiberglass Shingle Product, Wood (fire rated cedar shakes only) Slate.
- b. Copper, Galbanum, or a comparable metal roofing product.
- c. Modified Bitumen may be used on low slope (minimum of 1/4 & 12) veranda roofs that cannot be seen from the street.

d. Roof slopes are to be at least 8 & 12 pitch on main roofs and 4 & 12 on lower level veranda roofs or low sloped when in compliance with item c of the above..

GUTTERS

1. Gutters and downspouts are required on all primary structures.

- a. Special coordination with neighbors shall be given to the control of roof runoff on his neighbor's property located on the zero-lot line side of the house.
- b. Each residence shall allow his neighbor the right to discharge water from roof downspouts into an underground drainage system which shall be provided by the contractor.

BALCONIES, VERANDAS, AND PORCHES

1. Veranda piers and aprons may be of brick masonry, wood, or a plaster or simulated plaster product.
2. Veranda top surfaces may be of brick masonry, wood, or a tile product.
3. Columns shall be wood, plaster, decorative metal, brick masonry, or an approved simulated product.
4. Balustrades shall be of wood, stone, or decorative metal or an approved simulated product

GAS LIGHTS

1. All residences shall have one or more gas lanterns at the front entry which should remain lighted at all times. Gas lights should be at least 18" tall.

CONCRETE SIDEWALKS AND DRIVEWAYS

Sidewalks

1. All residents are required to construct on their property from side property line to side property line a concrete sidewalk which meets the requirements of the city of Monroe and shall be outlined with brick.
2. These sidewalks are to have a depth of 4" concrete having a 28 day strength of 3,000 psi, to contain 6x6x10 Ga. W.W.M., and be lightly broom finished.
3. The side walk is to have an expansion joint of 1" x 4" redwood or any approved commercial filler product at the intersection of his sidewalk with the neighboring sidewalk and is to provide the same expansion joint a maximum of every 12 ft. along the walk.
4. The walk will also have a tooled weak-plane joint in the fresh concrete every 4 ft. along the walk. such joints should be coordinated with neighboring walks.
5. Each property will have an entry walk with the same concrete requirements as the sidewalks. Residents are encouraged to upscale entry walks by outlining the concrete with brick pavers or a surface of brick pavers.
6. Sidewalks must be constructed at the time of construction of the residence.

Driveways

1. All residents are required to construct on their property a concrete drive with the same specifications as the sidewalks and have expansion joints roughly every 400 sq. ft.
2. The driveway and garage locations for each lot have been coordinated with other lots to insure compatibility. Some lots may allow a choice of two different placement locations or placement within a certain zone while others offer no alternative to the selected location.
3. Parking pads, if approved by the ARC, must be attractive,

GARDEN WALLS, FENCES, AND GATES

1. The following are permitted:
 - a. Solid brick masonry walls.
 - b. Brick masonry piers with decorative iron or wood inserts.
 - c. Stucco or cement plaster as solid walls or as piers with decorative iron or wood inserts.
2. Gates are to be either decorative iron or wood.
3. No chain link fences, except for dog kennels which are not seen from the street.
4. No vinyl fences.
5. Residents not having a neighboring house adjoining his courtyard at the time of his construction may choose to construct fencing along the neighboring zero lot line property line in order to secure a level of privacy. The design and specifications of the fence are subject to the review process. The resident should be aware that the nature of this fence would be such that it is subject to removal upon the construction of the neighbor's house. The neighbor shall bear the cost of removing the resident's fencing at the time of construction.

LANDSCAPING

- I. The following are required:
 - a. A minimum of 2 trees will be planted in front of each residence. The trees shall have a minimum height of eight (8) feet and a caliper of not less than 2 h " at the time of planting. Trees should be native to the South.
 - b. Landscape beds should extend a minimum of 4 ft. from the front of the residence. Plantings should consist of a combination of ground covers, shrubs, perennials, and annuals as well as durable nonliving materials such as brick, stone, or pavers. Eighty percent of the material should be living. Grasses and ground covers alone do not meet the requirements for landscaping.
 - c. All other front yard areas should have lawn grass.
 - d. The property owner shall be responsible for the watering and maintaining of all installed landscaping in a healthy, neat, and orderly condition, replacing plants and trees when necessary, keeping the area free of refuse and debris. Tree limbs and other planting shall be maintained so as not to create an obstruction to a driver's visibility and/or pedestrian movement.
 - e. All residents by acceptance of a deed acknowledge and agree that there exists along the side property line, adjacent to their courtyard/driveway, a temporary construction easement. The purpose of this easement is to allow the neighbor to construct or make repairs as needed to their home or fencing along the zero-lot line. The resident will be responsible for landscaping in the area that may be damaged during the construction of his neighbors' home. Any resident requiring to do repair work to his home or fencing on his zero-lot line will coordinate this work with his neighbor on whose property the easement is located. Both should determine each individual's responsibility before the repair process begins.

ACCESSORY STRUCTURES

1. The following are permitted:

- a. Materials found on outbuildings shall be limited to those found on the primary structure or to those that are complementary to the structure.
- b. All postal mailboxes shall be the style selected for the neighborhood and may be on a single pedestal or two boxes on a single pedestal. Placement of the box shall be a part of the ARC review process.
- c. Items allowed but subject to review specifically include, but are not limited to, the installation of antennas, satellite dishes or receivers, solar panels, fountains, swimming pools and any items placed outside the front walls of the structure.
- d. Green houses for private use shall be of similar construction and style of the primary residence unless it abuts the back of the garage and cannot be seen from the street or neighboring lawns. e. All garages are required to have doors.
- f. Mother-in-law apartments are allowed and may be metered separately for utilities if the owner prefers. These units are to be located above garages or as separate entities to be reviewed as part of the review process.

2. The following are not allowed:

- a. Residential trailers, prefabricated houses and modular homes will not be permitted.
- b. No antenna shall exceed the height of the roof of the primary residence.
- c. No antenna, satellite dish, receiver, or solar panels shall be visible from the street that the house fronts.
- d. No garage roof should exceed the height of the roof of the primary structure unless the ARC grants a special exception and it would be granted solely on architectural merit.

REQUIREMENTS FOR BUILDERS IN LOUISIANNE

As a builder in the community of Louisianne, we know that you aspire to be a good neighbor while you are in our neighborhood. In that spirit of cooperation these are the rules that are expected to be followed.

1. All construction within the property shall be surrounded by temporary or permanent fencing to limit visibility, to provide a safety barrier for the owners, guests, and the public. Most important, the purpose of this fencing is to prevent trash from the construction site blowing over the neighborhood. If this does occur, the builder is required to pick up material that blows off site.
2. All construction sites are to be cleared of debris and all debris shall be discarded prior to the end of each work day. In the event the Owner, contractor, or sub-contractors fail to maintain the construction site as required and the failure continues for at least seven days following delivery of written notice from the Association, the Association shall have the right to remove any rubbish or debris from the Lot. The cost of removal of debris shall be charged to the Owner with 12% interest and will become a lien on the Lot.
3. All materials stored on site must be kept in a neat and orderly fashion.
4. Each site must provide a temporary bathroom facility.
5. Completion of construction on a project, once started, must be diligently pursued and completed within a reasonable time.
6. All contractors, sub-contractors, and delivery trucks are expected to be careful of the various utility boxes within Louisianne. If damage is done on or near your construction site, the builder will be responsible for the repair costs.
7. Contractors should remind all workers or sub-contractors that this is a neighborhood and they should drive slowly and be respectful of the area.

Section Two Restrictions

1. **Residential Use** -All residences shall be used as single-family, private residential dwellings and for no other purpose. No residence may be leased for use as a dwelling by someone other than the Owner for an initial term of less than one year. In case the residence is leased, the Owner shall be responsible for informing the Property Manager as to whom the property is leased and which party is to be responsible for payment of annual dues. Residents living in leased property are expected to abide by the covenant rules and regulations.
2. **Residence Safety**- When a resident plans to be away from home for an extended time, longer than a week, he should notify the Property Manager. In case of an emergency, the Property Manager can be notified by the authorities and in turn notify the Owner.
3. **Home Business** - No business, trade, including garage sales, flea markets or other similar activities, shall be conducted from residences. The exception would be estate sales with approval from the Board of Directors.
4. **Garages**— Each single-family residence shall have sufficient enclosed garage space for at least two traditionally sized automobiles and must have side or rear entry. Garages must be finished inside and have doors equipped with automatic garage door openers. All garage doors shall be kept in a closed position at all times except during active use or entry and exit of vehicles. During periods of excessive heat, doors may be partially raised during the day.
5. **Owners Vehicles** — Owner's vehicles are to be parked in enclosed garages or on the driveway within the property. In no event are owner's vehicles to be parked on the street, parking pads, or the common property as a permanent solution.
6. **Guest Vehicles** -Vehicles of guest's may be parked at the curbside or on parking pads temporarily. Trucks of repairmen, delivery men, moving vans may be parked at curbside temporarily. In no event shall any vehicles be allowed to block traffic flow. Neither should guest's vehicles be parked on the common property.
7. **Miscellaneous Vehicles** -No commercial vehicles, boats, trailers, buses, house trailers, motor homes, camping trailers, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles, whether of a recreational nature or otherwise, shall be placed, parked or stored on any Lot or street. Motorcycles or similar smaller vehicles may be kept in the enclosed garage. No wrecked, junk vehicle, or inoperative vehicle shall be kept in the neighborhood. The Association shall have the right to authorize the towing of any vehicle which is in violation of these provisions and to collect the cost from the Owners as an Individual Assessment.
8. **Oversize Garages** -No garage shall be built for the storage of a motor home or any other vehicle that would require an unusually large or excessively tall structure.
9. **Accessory Buildings**- No accessory buildings of any kind will be allowed on any property without approval by the ARC,
- 10- **Gardens and Landscaping** - gardens and landscaping should be kept in an attractive manner. Trees and shrubs should be replaced as needed. The beautiful crepe myrtle trees in the neighborhood should never be mutilated by cutting off the limbs and trunks.
11. **Signs**- Except for Community identification signs, entrance signs, directional signs, traffic or safety signs, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about any Lot/Residence. Real estate signs, not to exceed 2 square feet, may be placed on property that is for sale.

12. **Garbage Cans**- Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. Containers used for the storage of garbage or trash should be kept in clean, sanitary condition. All refuse including lawn and landscape debris must be properly bagged and contained for trash collection as to the standards of the City of Monroe
13. **Clotheslines**- No clotheslines or outside drying area shall be located on any Lot.
14. **Animals**- No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or on the common areas. However, dogs, cats, and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes, and provided that such domestic pets are not a source of annoyance or nuisance to the other Owners. No animals shall be permitted within or on any common areas and community facilities unless accompanied by their owner and unless the animals are leashed or carried. Owners who walk their dogs are to pick up after their pets and take the waste home for disposal.
15. **Nuisances**-No Owner or his guests shall knowingly or willfully make, create, or allow to continue any unnecessary, excessive or offensive disturbance which destroys the peace, quiet, or comfort of the neighbors.
16. **Temporary Easement**- All residents by acceptance of a deed acknowledge and agree that there exists along the side property line, a temporary construction easement. The purpose of this easement is to allow the neighbor to construct, repair, or do normal maintenance as needed to their home on the zero-lot line side. Any resident requiring to do such work will coordinate with his neighbor on whose property the easement is located. Both should determine each individual's responsibility before the work begins. The resident using the temporary easement will be responsible for any damage which might occur to the Owners' property during the process of construction, repair, or maintenance.

Section Three

Maintenance of Property

1. **Owner Responsibilities** –The owner is responsible for all maintenance and repair of his Lot/ Residence and any improvement to his Lot. If the residence is damaged by casualty, the Owner must immediately clear the site of casualty. If reconstructed, the reconstruction must be substantially in accordance with the original plans and specifications of the residence. If not, then plans must be approved by the Architectural Review Committee.

All Lots/Residences shall be kept in a clean, neat, and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard to exist. All Lots/ Residences shall be maintained by the Owners in a manner required by the Association. Landscaping is to be maintained as described in Section One, page 5 of this covenant. In the event an Owner fails to maintain his Lot as required, the Association shall have the right to mow, trim, clear any weeds, grass, unsightly debris, to trim or remove overgrown shrubs or trees, to add plants and mulch on any Lot deemed by the Association to be a health menace, fire hazard, or a detraction from the aesthetic appearance of Louisianne Neighborhood. If an Owner fails to maintain his property, written notice shall be given detailing the corrections to be made. If the needed work is not done within seven days, the Association will make the needed improvements. The cost of the work plus 12% interest will be charged to the Owner and shall become a lien on the property. (See Addendum 1 for Notice regarding Maintenance of Yard and Property)

The exterior of a house shall be kept neat, clean, and attractive, with no damages lingering to open view, including roof or exterior surfaces, painted surfaces, facade, shutters, gutters, exterior

lighting, and sidewalks. No permanent use or extended use of mascots, sculptures, busts, caricature-type statues or animals, etc. in yards or porches and areas open to view as deemed by

the Board as unsightly or not representative of the ambiance expected in our neighborhood. Those types of items should be placed in your courtyard or patio, not in public view.

2. **Association Responsibilities** —The Association shall be responsible for the maintenance of all Common Property.
3. **Individual Assessment** — Any Owner, family member, or guest of the Owner who causes damage to any Common Property or any property maintained by the Association, shall be solely responsible for the cost of property repair. No owner has the right to repair, alter, add to, replace, paint, or in any other way maintain the Common Property, or any other property to be maintained by the Association.
4. **Architectural Review Committee** — All external repairs, replacements, or renovations which are to be made by an Owner pursuant to the provisions set forth herein, shall be subject to the approval of the Architectural Review Committee.

Section Four

Easements

The following easements are reserved over, across, and through the Property.

1. **Utilities** — Easements for the installation and maintenance of utilities are reserved for public and private utilities across the front, side and rear Lot line of each Lot, as shown on the recorded subdivision plats of the Property for the present and future utility services to Louisiana, including, but not limited to , water lines, sanitary sewer lines, storm drainage culverts, sprinkler lines, natural gas lines, electrical wire, television wires, telephone cables, irrigation lines, security wires, street lights, communication lines, communication devices, and other services. The easement shall run along the entire length of each front, rear and side lot line as shown on each recorded plat.
2. **Drainage** — Easements for the installation and maintenance of drainage facilities are reserved as shown on the recorded subdivision plats of the Property, to run along the entire length of each front, rear and side Lot line of Lots as shown on the recorded plats.
3. Within these easement areas, no structure, planting, or other material other than sod, which may interfere with the installation and maintenance of utility facilities or operation and maintenance of the Surface Water management System, shall be placed or permitted to remain unless such structure, planting, or other material was installed by the Declarant or approved by the A.R.C.

Section Five

Common Property

1. The Common Property refers to all portions of the property which are intended for the common use and enjoyment of the Owners and which are identified and dedicated to the Association on any recorded subdivision plats of the Property. This includes the Gazebo and the Park.
2. The Common Property is intended for the use and enjoyment of the Owners and their guests.

3. The Association shall be responsible for the management, maintenance, operation, and repair of the Common Property and for the payment of all property taxes and other assessments which are levied against the Common Property.
4. Specifically, the property the Association shall maintain and be responsible for shall include the following:
 - a. Structures- including the Gatehouse and Gazebo.
 - b. Walls - all perimeter brick walls for which the Association holds an easement for construction and maintenance.
 - c. Landscaping- all landscaping of the Common Property including all sodding, irrigation, and the planting of annuals and care of trees and shrubbery.
5. The Association may hire employees as needed to maintain the Common Property. The costs of such maintenance will be billed to and paid by the Association.
6. The Association, through its Board of Directors, shall regulate the use of the Common Property by its members and Owners and may from time to time promulgate such rules and regulations based on the best interests of the Owners.

Section Six

Louisianne Property Owners Association

1. **Formation**— The Association was formed by the filing of the Articles of Incorporation with the office of the Secretary of State of Louisiana. The Association was formed to operate, maintain the Common Property, to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration, and for the enforcement of the rules and regulations promulgated by the Association. The Association shall have other specified rights, obligations, duties, and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. The Association shall be the entity for the execution, performance, administration, and enforcement of all terms and conditions of this Declaration.
2. **Membership** - Each owner of a lot, upon his acquisition of the lot, shall automatically become a Member of the Association and shall remain a member for so long as such owner remains the owner of the lot. Such membership shall be mandatory and may not be terminated by any owner.
3. **Voting** — The right and privileges of membership, including the right to vote and to hold office in the Association, may be exercised by a member, a member's spouse or by proxy, but in no event shall more than one vote be cast for each lot. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as those owners themselves determine. They shall advise the Property Manager in writing prior to the meeting who will be voting
4. **Administration of the Association** — The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation, and the By-Laws of the Association. The Articles of Incorporation and the By-Laws may be amended in the

manner set forth there-in provided that no amendment, alteration or rescission may be made which affects the right or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

5. Suspension of Membership Rights - No member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest, privilege which may be transferable, or which shall continue after the Member's membership in the Association ceases, or while the member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the Member is delinquent in the payment of any dues/ assessment, or in violation of any provision of the Declaration, any rules or regulations promulgated by the Association, or the Traffic Regulations. All such determinations shall be made by a majority of the Board of Directors. While not in good standing, the Member shall not be entitled to vote or exercise any right or privilege of membership in the Association.
6. Sale of Residence or Lot by the Owner— The Property Manager or the Board of Directors is to be notified upon the sale of a residence or lot with the name of the new owner. This will allow the Association to greet the and ensure thar they receive a copy of the Covenants and Restrictions.

Section Seven

Assessments

1. Creation of Assessments — There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be four (4) types of assessments: (a) General Assessments to fund expenses of the Association; (b) Community Assessments for expenses benefiting only lots within a particular community; (c) Special Assessments as described in number four of this section; (d) Specific Assessments as described in number five of this section. Each owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments and fees, together with interest, late fees, costs of collection, and reasonable Attorneys' fees, shall be a charge and continuing lien upon each Lot/ Residence against which the assessment is made until paid, as more particularly provided herein. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the owner of the Lot/Residence at the time the assessment arose. Upon a transfer of title to a Lot/Residence, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Association shall, upon written request, furnish to any Owner liable for any type of assessment a written statement signed by an Association president, setting forth whether such assessment has been paid. Such statement shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such statement.

Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Lot/Residence and impose special requirements for Owners with a history of delinquent payment. if the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the General Assessment and any Community Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments

or other charges on his Lot/Residence, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. Any assessment or installment thereof shall be considered delinquent on the 15th day following the due date unless otherwise specified by Board resolution.

No Owner shall exempt himself from liability for assessments by non-use of Common Area, abandonment of his Lot/Residence, or by any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

2. Computation of General Assessment- At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated expenses of the Association during the coming year including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided herein.

General Assessments shall be levied equally against all Lots/Residences subject to assessment and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted expenses of the Association, reserves. In determining total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years. General Assessment shall commence immediately upon the purchase of a Lot/Residence.

The Board shall present a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at the annual homeowners meeting. Such budget shall become effective unless disapproved by at least 51% of the total votes in the Association. There shall be no obligation to call a meeting for the purpose of considering the budget, except on petition of the owners as provided for special meetings in the By-Laws. If a meeting is required, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at the meeting.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The revised budget shall become effective unless disapproved in accordance with the above procedure.

3. Reserve Budget and Capital Contribution — The Board shall annually prepare reserve budgets which take into account the number and nature of replaceable assets within the Development, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual General Assessments, as appropriate, over the budget period.
4. Special Assessments – In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for expenses of the Association or against the Lots/Residences within any Community if such Special Assessment is for Community expenses. Special Assessments shall be allocated equally on all Lots/Residences subject to such Special Assessments. Any Special Assessment shall become effective unless disapproved at a meeting by Owners representing at least fifty-one percent of all

Owners which will be subject to such Special Assessment. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of 25% of the Owners, which petition must be presented to the Board within 20 days after delivery of the notice of Special Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

5. Specific Assessments— The Association shall have the power to levy Specific Assessments against a particular Lot/Residence as follows:

- a. to cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Lots/Residences or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners which might include, without limitation, landscape maintenance, janitorial service, pest control; etc., which assessments may be levied in advance of the provision of the requested benefit, item, or service as a deposit against charges to be incurred by the Owner.
- b. to cover costs incurred bringing the Lot/Residence into compliance with the terms of this Declaration, the By-Laws; or costs incurred as a consequence of the conduct of the or occupants of the Lot/Residence, their agents, contractors, employees, licensees, invitees or guests; provided however, the Board shall give the Lot/Residence Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this subsection. The Association may also levy a Specific Assessment against the Lots/Residences within any Community to reimburse the Association for costs incurred in bringing the Community into compliance with the provisions of the Declaration, the By-Laws and rules; provided however, the Board shall give prior written notice to the Owners for Lots/Residences in the Community and an opportunity for such Owners to be heard before levying any such assessment.

6. Remedies for Non-Payment of Assessments —Any Assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board of Directors of the Association, or if not set by the Board, at the highest rate allowed by law, together with such late fee as set by the Board. The Association may file a lien of record against any Lot/Residence where there remains an assessment unpaid for a period of thirty days or longer. Said lien shall be filed in the land records of Ouachita Parish in a manner provided by law. Such lien shall be superior to all other liens, except the liens of all taxes, bonds, assessments and other levies which by law would be superior. Additionally, the Association may, at its option, sue and obtain a personal judgment against an Owner who has not paid any assessments made hereafter for the sums due and owing the Association in a court of competent jurisdiction. Election by the Association of any one of the above remedies shall not preclude or in any way limit, the Association's rights to utilize any other remedy available to the Association hereunder or in equity or at law. Costs and reasonable attorneys' fees for the prosecution of any such action shall be added to the amount due. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event, the Association shall collect on such judgment in such manner and to the extent provided and permitted by the laws of the State of Louisiana. This Declaration shall constitute notice to all parties, including, but limited to, any holder of a Mortgage which encumbers a Lot/Residence, that any Association's lien shall have priority over any Mortgage creating a lien against a Lot/Residence after the date of this Declaration. Any foreclosure of a Mortgage shall be subject to any existing or thereafter filed liens filed by the Association. Additionally, in the event that a determination is made by a Court of competent jurisdiction that any Association lien is made subordinate to the lien of any Mortgage, and that such Association lien is extinguished by the fact of a foreclosure of such Mortgage, the Association shall have the right to re-assess and re-levy a Special Assessment in the amount of the original extinguished Association lien after such foreclosure of such Mortgage.

The Association's lien may be foreclosed in like manner as provided by law. All fees, charges, late charges, fines, and interest are enforceable as assessments.

In any foreclosure action brought, the Association shall be deemed to be the holder and owner of the obligation secured by this Declaration. The registered agent of the Association shall be the trustee for all purposes of the foreclosure proceeding, and the Association shall have the power to appoint a substitute trustee if for any reason the Association desires to replace the trustee, and the substitute trustee shall succeed to all rights, powers, and duties thereof. The Association shall request of the trustees to sell the Lot/Residence subject to the lien at public auction for cash, after having first given such notice and advertising the time and place of such sale in such manner as

may then be provided by law for mortgages, and upon such sale and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey to the purchaser in as full and ample manner as authorized by the Louisiana Code of Civil Procedure, as amended. The trustee shall be authorized to retain an attorney to represent such trustee in such proceedings. The proceeds of the sale shall, after the trustee retains its commission, together with any additional attorneys' fees incurred by the trustee, be applied to the costs of the sale, including but not limited to, costs of collection, taxes, assessments, costs of recording, service fees, and incidental expenditures, the amount due on any note secured by the Lot/Residence, and any advancements made by the Association in the protection of the security.

The Association may bid for the Lot/Residence at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot/Residence. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be levied on it. The Association may sue for unpaid assessments and other charges authorized without foreclosing or waiving the lien securing same.

The sale or transfer of any Lot/Residence shall not affect the assessment lien or relieve such Lot/Residence from the lien for any subsequent assessments. However, the sale or transfer of any Lot/Residence pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any Installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot/Residence who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot/Residence due prior to such acquisition of title.

7. Date of Commencement of Assessments — The obligation to pay assessments shall accrue as to each Lot/Residence on the date that such Lot/Residence is conveyed to a Person.
8. Failure to Assess — Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments and Community Assessments on the same basis as during the last year for which an assessment was made until a new assessment is levied at which time the Association may retroactively assess any shortfalls in collections.
9. Exempt Property—The following property shall be exempt from payment of all Assessments:
All common areas owned by the Association for the enjoyment and use of its members.
Any property dedicated to any governmental authority or public utility.
10. Capitalization of Association—On acquisition of record title to a Lot/Residence by the Owner, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-fourth (1/4) of the annual General Assessment per Lot/Residence for that year. This amount shall be in addition to the annual General Assessment. This amount shall be collected at the closing of the purchase and sale of the Lot/Residence for use in covering operating expenses and other expenses incurred by the Association.

Section Eight

Architectural and Landscaping Controls

Architectural and Landscaping Committee — It is the intent of The Association to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious residences. Accordingly, The Architectural Review Committee (the A.R.C.) shall have the right to approve or disapprove all architectural, landscaping and location of any proposed improvements, as well as the general plan for development of all Lots within the Property. The A.R.C. may, in its sole discretion, impose standards for the construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other governmental codes. The procedures of the A.R.C. shall be as set forth below.

1. **Creation and Quorum**- The A.R.C, shall be a permanent committee of the Association and shall administer and perform the Architectural and Landscape review and control functions of the Association. The A.R.C. shall consist of at least three (3) persons and not more than five (5) persons who shall be appointed by the Board of Directors. The Board of Directors shall determine the number of persons to serve on the A.R.C. A quorum shall consist of three members.
2. **Application for Approval** - Each property owner shall submit a preliminary application to the A.R.C. with respect to any proposed improvement. No construction shall begin on any project until all requirements of the A.R.C. have been met. The preliminary application shall include such information as may be required by the application form promulgated by the A.R.C. including:
 - a. The plans and specifications, including the identity of each contractor and subcontractor which is intended to be engaged for the construction
 - b. Two (2) sets of plans and specifications for the proposed construction
 - c. Surface water drainage plan showing existing and design grade and/or contours relating to the predetermined ground floor finish elevation as established by the Association.
 - d. The landscape design plan and irrigation system showing all proposed improvements.
 - e. The fence or wall and gate design.
 - f. Submission of samples of building materials and colors proposed to be used, including brick, stucco, doors, shutters, garage doors, and trim.
3. **Re-submittal** —In the event the information submitted to the A.R.C. is, in the opinion of the A.R.C., Incomplete or insufficient in any manner, the A.R.C may request and require the submission of additional or supplemental information.
4. **Final Approval** — No later than thirty days after the receipt of all information required by the A.R.C. for final review, the A.R.C. shall respond to the applicant in writing.

The A.R.C. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable in the A.R.C.'s sole discretion for aesthetic or any other reason. In approving or disapproving such plans and applications, the A.R.C shall consider the suitability of the proposed construction, and the materials of which the same are to be built, the site upon which such construction is proposed to be erected, the harmony with the surrounding area and the effect on adjacent or neighboring property. In the event the A.R.C. fails to respond within the thirty-day period, the plans and specifications shall be deemed approved by the A.R.C.

5. Expiration of Approval – In the event commencement of construction does not occur within one hundred twenty (120) days of approval by the A.R.C. the approval of the A.R.C. will terminate and the construction be treated as if originally disapproved.

6. Appeals - If the A.R.C. disapproves any plans and specifications submitted to the A.R.C., it must be done in writing within thirty days. The applicant may request a formal meeting with the A.R.C. to review the plans and specifications disapproved. This meeting must take place within thirty days of formal disapproval. Upon continued disapproval, the applicant then has the right to appeal the decision to the Board of Directors. The decision of the Board of Directors shall be final and binding upon the applicant,

7. Modifications of Plans and Specifications—Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the plans and/or specifications approved by the A.R.C. shall be subject to the approval of the A.R.C. in the same manner as is required for approval of original plans and specifications.

8. Enforcement— There is specifically reserved unto the A.R.C., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.C., whether there exists any construction which violates the terms of any approval by the A.R.C. or terms of this Declaration, or any amendments thereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. If any construction or improvements of any nature shall be constructed or altered without prior written approval of the A.R.C., the Owner shall upon demand of the Association, cause such construction/improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.R.C. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorney's fees incurred by the Association. Such costs may also be the basis for an Individual Assessment. The A.R.C. is specifically empowered, upon receipt of the Board of Directors approval to enforce the architectural and landscaping provisions of the Declaration, by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved construction/improvement or restore any tree or nature areas, the Association shall be entitled to the recovery of court costs, expenses and attorney's fees in connection therewith. All costs, expenses, and attorney's fees of the A.R.C., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Association; provided however, that nothing herein shall be deemed to negate the Association's right to an award of the Association's and the A.R.C.'s attorney's fees and costs if the Association is the prevailing party in any administrative or judicial proceeding. In the event that an Owner fails to comply with the architectural and landscape provisions contained herein in the Declaration of Covenants and Restrictions for the Development or other rules and regulations promulgated by the A.R.C., the A-R.C. may in addition to all other remedies contained herein, record against the Owner's Lot a Certificate of Non-Compliance stating that the Improvements on the Lot fail to meet the requirements of the A.R.C.

9. Design Guidelines - The A.R.C. may publish or modify from time to time, design and development standards for the entire project. See Design and Construction Standards (Section One) for detailed guidelines.

10. Lot Restrictions -No lot shall be altered in size by moving lot lines or combining two lots for any reason. Owners with more than one lot shall build their residence on a single lot and may place a

brick wall across the front of the other lot. improvements may be made to the back half of the other lot such as a pool house. That structure must be compatible with the architectural style of the main residence.

11. **Exculpation and Indemnity**— Neither the Directors or officers of the Association, the members of the A.R.C., nor any person acting on behalf of any of them, shall be liable for any cost or damage incurred by any Owner or the Association or any other party whatsoever, due to any mistake in judgment, negligence or any action of the A.R.C. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within Louisianne agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Directors or officers of the Association, or the members of the A.R.C. in connection with the approval or disapproval of plans and specifications.

The Association shall indemnify, defend and hold the A.R.C. and each of its members harmless from all costs, fees and expenses (including attorney's fees and the expenses of expert consultants) which the A.R.C. or its members may incur on account of any claim in connection with the approval or disapproval of plans and specifications. Neither the Directors, officers or the Association, the members of the A.R.C., nor any person acting on behalf of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any improvements constructed pursuant thereto, each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

Section Nine

Indemnification of Officers, Directors, Members of the A.R.C. and Members of the Association

Every officer and director of the Association and each member of the A.R.C. shall be indemnified by the Association against all expense and liability, including attorneys' fees, incurred by, or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being, or having been, an officer, director, or a member of the A.R.C. or the Association, whether or not he is an officer, director, or member of the A.R.C. or Association is adjudged guilty of willful malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director or member of the A.R.C. or Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director, or member of the A.R.C. or Association may be entitled.

1. **Assignment**- Any or all or the rights, powers, and obligations, easements and estate reserved by or granted to the Association may be assigned by The Association as the case may be. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Association. After such assignment, The Association shall be relieved and released of all obligation with respect to such rights, powers, obligations, easements, or estates.

2. **Amendment**- Subject at all times to all other limitations set forth in the Declaration, the Association shall have exclusive authority to amend these Declarations and the Design Standards and Guidelines. Any amendment shall be prospective in effect and shall not apply to require modifications to or removal of structures previously approved once construction has commenced. Said Amendments shall be recorded in the land records of the office of the Clerk of Court, Ouachita Parish, Louisiana. Unless a later date shall be specified in any such amending instrument, any amendment hereto shall be effective on the date of recording of the amending instrument.
3. **Effect on Institutional Mortgagee**- No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Lot, or to affect or impair the rights granted hereto. Institutional Mortgagees, without the written consent thereto by the institutional Mortgagee owning and holding the mortgage encumbering the Lot to which consent shall be executed with the formalities required for deeds and recorded with the amendment.
4. **Duration of Amendments**- Adopted amendments to this Declaration shall run with and bind the Property for the same period and the same extent as to the covenants and restrictions set forth. Unless amended in accordance with the provisions herein; and except where permanent easements or other permanent rights or interests are herein created. the covenants. conditions and restrictions of this Declaration shall run with and bind the land now and hereafter constituting the Property, and shall inure to the Benefit of and be enforceable by the Association. or the Owner of any Lot; and by their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date of this Declaration, after which date these covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless terminated at the end of any such period by an instrument executed and acknowledged within sixty (60) days preceding the end of such period by the Owners of at least fifty- one percent of the Lots, which instrument shall be filed for record in the Office of the Clerk of Court of Ouachita Parish agreeing to dissolve the Association and or change said covenants in whole or in part.
5. **Construction and Enforcement**-The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Community. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person violating or attempting to violate any covenant, condition or restrictions, either to restrain or enjoin violation or to recover damages, or both, and against any Lot to enforce any lien created hereby; and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. The defaulting party shall be responsible for payment of the expenses of enforcement, including attorneys' fees.

The provisions hereof may be enforced, without limitation by the Association, by any Owners or any mortgagee of any Lot within Louisianne.

For and in consideration of the privileges and protections granted herein, and the mutual enjoyment and use of the Common Property, and for the express purpose of securing the payment of the Assessments, other sums and charges described in Section Seven, the Association is given the powers of sale to enforce its assessments against the Owners of Lots/Residences in Louisianne, or as described in Section Seven, number six.

6. **Notices**- Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

7. **Plats**—In addition to this Declaration and any subsequent declarations and amendments, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions as set forth in the plats of portions of the Property, which are recorded or to be recorded in the clerk of Court's office of Ouachita Parish. In addition, each Owner must abide by all applicable laws, regulations and ordinances of the federal government, the City of Monroe, the Parish of Ouachita, and the State of Louisiana.
8. **Gender and Number**- The use of the singular herein includes the plural, and the use of any gender shall include all genders.
9. **Severability**- Invalidation of any of the covenants or restrictions contained herein by judgment, decree or court order shall in no way affect any other provision herein, each and all of which shall be severable and shall remain in full force and effect.
10. **Captions**-The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

Section Ten

Definitions

The terms used in this Design Standards and Covenant shall have the following meanings:

1. **ARCHITECTURAL REVIEW COMMITTEE** or "A.R.C." refers to that permanent committee of the Association created for the purpose of establishing and enforcing criteria for the design and construction or renovation of homes in Louisianne.
2. **ARTICLES OF INCORPORATION** shall mean and refer to the Articles of Incorporation of the Association as filed in Ouachita Parish, Louisiana.
3. **ASSESSMENT** refers to those charges made by the Association to the Owners for the purposes of managing the needs of the Common Properties and upkeep of the Neighborhood.
4. **ASSOCIATION** refers to Louisianne Owners Association, Inc. created to govern and for the purpose of providing maintenance services, and owning and managing common areas for the Louisianne Development.
5. **BOARD OF DIRECTORS** refers to the residents elected by the Association to manage the affairs of the Association.
6. **BY-LAWS** refers to the by-laws of the Association as filed with Ouachita Parish, Louisiana.
7. **CITY** refers to the city of Monroe, Louisiana.
8. **COMMON EXPENSES** refers to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations.
9. **COMMON PROPERTY** refers to all portions of the property which are intended for the common use and enjoyment of the Owners and which are identified and dedicated to the Association on any recorded subdivision plats of the Property, or conveyed to the Association by deed or in this Declaration or any other declaration of covenants and restrictions that may be recorded in the Parish

10. DECLARATION refers to this instrument and all exhibits and may be amended from time to time.
11. DEVELOPMENT PLAN OR MASTER PLAN means the plan of Hard Times Development District which is the graphic representation of the proposed manner of development.
12. DEVELOPMENT refers to the development of the residential lots within Louisianne.
13. IMPROVEMENTS refers to all structures of any kind, including any building, fence, wall, paving, grading; parking, building addition, poof, alteration, screen enclosure, sewer, drainage, disposal system, satellite dishes, antennas. electronic and other signaling devices; decorative building, landscaping or landscape (including existing and planted trees and shrubbery) or objects.
14. INSTITUTIONAL MORTGAGEE refers to any person who holds a permanent first mortgage of public record on a Lot and the holder of any mortgage of public record given or assumed by the Association, whether a first mortgage or otherwise, and their successors and assigns,
15. LOUISIANNE refers to the planned neighborhood that is located in Monroe, Ouachita Parish, Louisiana and known as Louisianne, a community at Hard Times Plantation.
16. LOT refers to any lot located within the areas of Louisianne designated as a "single-family lot" on the development plan.
17. MEMBER refers to the Owners of Lots/Residences and are members of the Association.
18. OWNER refers to the record owner, whether one or more persons, of the fee simple title to any lot, excluding any mortgagee unless and until such mortgagee has reacquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
19. PARISH refers to Ouachita Parish, Louisiana.
20. PROPERTY shall mean that real property legally described in PLAT Book 20, page 177, File number 1381411, in the Clerk of Courts Office of Ouachita Parish, Louisianne.

ADDENDUM NUMBER 1

MAINTENANCE OF YARD AND PROPERTY NOTICE

The primary purpose of our neighborhood in Louisianne is to offer this area a community of ambiance similar to that found in the earlier times in the garden districts of New Orleans, Charleston, and Savannah and to attract residents who take pride in this purpose and can participate and enjoy the beauty intended. The Design and Construction Standards of Louisianne allows for no maximum or minimum square footage requirements; however, the Design Standards, Restrictions, and Covenant require emphasis on the architecture, landscaping, and quality craftsmanship of all property.

Accordingly, we all must adhere to the maintenance of our yards and homes based on the tenants required. Specifically, all yards shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. In the event an Owner fails to maintain the Lot as foresaid, the Association shall have the right exercisable in its sole discretion, to mow, trim, clear any weeds, grass, unsightly debris, to remove overgrown shrubs or trees, and to add plants and mulch on a yard deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance expected of Louisianne.

Additionally, the exterior of a house shall be kept neat, attractive, with no damages lingering to open view, including roof or exterior surface, painted surfaces, facade, shutters, gutters, exterior lighting, and sidewalks. No permanent use or extended use in yards, porches, and areas open to public view of mascots, sculptures, busts, election signs, caricature-type statues or animals, etc. as deemed by the Board to be unsightly or not representative of the ambiance expected in our neighborhood. Those types of items should be placed on your private porch or courtyard, not in public view.

Further, a notice of 7 days shall be given to the residents prior to amelioration, In the event the Association, after such notice, causes the subject work to be done, the costs of such work, together with interest at the rate of twelve (12%) percent, shall be charged to the Owners and shall become a lien on the subject home/yard. The same applies to any Lot/ Home Owner.

The following items must be corrected by the property owner according to the timeframe stated below:

From the Louisianne Property Owners Association Board Members

President _____ Dated _____

RESIDENT RESPONSIBILITIES

1. Pay your dues on time either annually (save \$50.00) or quarterly,
2. Keep your yard attractive, clean, and sanitary, free from constant rubbish, and mowed.
3. If your property or yard continues to look shabby and unkempt, the Board may take steps to correct the problem, including hiring someone to ameliorate the issue. If this occurs, you will be billed for the work and fined appropriately according to our covenant rules.
4. The beauty of our properties is essential. This includes what you place in your yards and your landscaping and what you put on the outside of your home. We all have varied tastes. If you are not sure about what keeps with the central theme of our properties, please contact a Board Member or our Property Manager. Appropriateness will be resolved collectively by our Board Members.
5. No advertisements, political signs, except real estate signs on property that is for sale, are allowed.
6. If you walk your dog in the neighborhood, you must have the dog on a leash, and carry a disposal bag to pick up the dogs remains to be disposed of at your own property.
7. Our common areas such as the park or gazebo may not be used by non-residents. If you are planning to use one of these for entertainment purposes, you must secure permission from our Property Manager and abide by the rules that will be explained.
8. Your vehicles should be parked in your garage. Guests may park in front of your property next to the front sidewalk. Parking pads are for temporary use only.
9. If you or your friends park in front of your mailbox, the postman may postpone delivery of your mail.
10. Place trash cans out on Sunday night for Monday pick-up and roll containers back into hiding promptly after pick-up,
11. Garage doors should be closed at all times except when in use. In extreme heat conditions the door may be partially raised to release excessive heat.
12. Report any unusual or possible intruders to the Property Manager or any Board Member.
13. Please advise any door-to-door solicitors that our covenant prohibits such. This includes political vote seekers, candy or cookie salespersons, door-to-door salespersons, etc.
14. For safety and security reasons, when you will be away from your home for a week or longer, you should advise our Property Manager and leave an emergency number where you can be reached. When rounds are made of our property and there is a strange van or strange car parked at your residence, the Property Manager may choose to call the police to ensure your security,
15. Be a neighborhood watch person and inform a Board Member or the Property Manager of serious suspicious activity.
16. If you call the police or fire department to come to your residence or the residence of a neighbor, you should notify the Property Manager as soon as possible.

17. If you have a disturbance problem with your neighbor; please try to solve it yourself but be courteous and professional. If the problem persists and cannot be resolved you might consider calling the police, but advise the Property Manager of the situation.
18. If you are selling your property/home or if you intend to lease your home, you must notify the Property Manager.

It's a good year for crape myrtle blooms - LSU AgCenter

By Allen Owings, LSU AgCenter horticulturist

HAMMOND, La. – The early spring months of March and April were not kind to spring growth on crape myrtles this year. But we are seeing very nice blooms on these great summer-flowering landscape trees as we reach their peak performance time of late June through July.

Keys to success with crape myrtles include correct sunlight, ideal soil pH and drainage, proper pruning, regular fertilization, proper mulching and insect control.

Crape myrtles need full sun in order to perform their best, grow their best and bloom their best. This means eight hours or more of direct sun daily. Less than eight hours of sunlight daily is not sufficient for ideal performance.

Many of us underestimate the amount of sun our landscape receives. To get a better handle on this, check your sun patterns in the morning, during the middle of the day and again in late afternoon.

Proper soil pH is important for crape myrtles, but maybe not as important as it is for some of our other landscape plants. Crape myrtles like a soil pH of 6.0-6.5. This is considered slightly acid. Do not guess on soil pH – soil test. You can lower the pH level with sulfur products and raise it with lime products. But always do this based on the results of a soil test.

What about pruning? Although February is the time to prune crape myrtles, your particular trees may not need to be pruned. When it is needed, prune these trees to maintain a natural shape. Thin out branches. Do not top or just “hack off the top” of these trees. This is commonly referred to as “crape murder.” We don’t recommend major pruning to reduce height.

Fertilization is important for crape myrtles. This is especially true if you don’t follow some of the other practices and care considerations. To maximize spring growth and summer bloom, crape myrtles should be fertilized in early spring just prior to the start of new growth. A fertilizer like 8-8-8 or 13-13-13 will work fine and is recommended for crape myrtles.

It is best to place fertilizer in drilled holes in the ground (about 8 inches deep) rather than just throw fertilizer on top of the soil. You can fertilize later in the spring and in the summer, but they don’t benefit as much as when fertilizer is applied in late winter to early spring.

Mulching, unfortunately, is done incorrectly in many residential and commercial landscapes these days. Mulch “out” instead of “up.” Many times you may see mulch piled around the base of a tree. Do not do this. Spread mulch outward toward the ends of the branches, and use pine straw, pine bark or wood chips to a depth of 2-3 inches. Refresh the layer of mulch as needed. Keep mulch off the stems and lower trunk.

One frequent problem on crape myrtles is insect damage. Actually, insects generally don’t do much damage to the trees, but aphids feeding on new shoots in spring can be a problem. White flies also may be occasional problems on crape myrtles. Left unchecked, these insects will release their bodily fluids onto the foliage, and the resultant honeydew leads to sooty mold on the leaves. This is the black discoloration that occurs in early summer through fall. If you control the insects, no sooty mold will develop.

Popular crape myrtle varieties in Louisiana include Natchez, Muskogee, Tonto, Acoma and Sioux. Garden centers have the best availability now.

Companies have introduced many new groups and varieties of crape myrtles over the past few years. These include the dwarf Razzle Dazzle series, the black-foliaged Black Diamond varieties, the Barnyard Collection (Purple Cow, Pink Pig and Red Rooster), the Enduring Summer series, the burgundy-foliaged Delta Jazz, the Magic series and more. The LSU AgCenter is conducting adaptability studies for south Louisiana on all these new crape myrtles.



By-Laws of Louisianne Property Owners Association, Inc.

Article I — Name

The affairs of the Association shall be conducted using the name Louisianne Property Owner's Association, Inc.

All capitalized terms used shall be deemed to have those meanings assigned in the Declaration of Design Standards and Covenant for Louisianne on record in Book 1894, 2243, 2374, Pages 839, 647 and 225 respectively, in the office of the Clerk of Court of Ouachita Parish, Louisiana.

Article II - Offices

The Association may maintain offices at such places as the Board of Directors may from time to time designate or as the affairs of the Association may require.

Article III - Association Membership and Purpose

Membership — Every Owner of a Lot/Residence in the Louisianne Neighborhood shall have a membership in the Association. Membership may not be separated from ownership of any Lot/Residence, and the ownership of a Lot/Residence shall be the sole qualification for such membership. In the event the legal and equitable fee title to a Lot/Residence is transferred or otherwise conveyed, that membership in the Association shall automatically pass to the transferees. The foregoing is not intended to include Mortgages or any other person who holds an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership in the Association. No Owner; whether one or more than one person} shall have more than one membership per Lot/Residence. The rights and privileges of membership, including the right to vote and to hold office in the Association, may be exercised by a member or member's spouse, but in no event shall more than one vote be cast or more than one office held by each Lot/Residence. When more than one person holds an interest in any Lot/Residence, the vote for such Lot/Residence, shall be exercised as those Owner's of the Lot/Residence themselves determine and advise the Property Manager of the Association prior to any meeting. In the absence of such advice, the vote shall be suspended in the event more than one person seeks to exercise it. The voting weight for each Lot/Residence is equal and each Lot/Residence shall have one vote.

Purpose of the Association — The Association is formed to own the Common Property of Louisianne, provide for the maintenance, control and preservation of Louisianne and promote the relevant interests of the Owners of the Lots/Residences in Louisianne.

Article IV- Meetings of Members

Notice of Meeting and Quorum - Written notice of the annual meeting of the Association, as well as any other meeting, shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days

in advance of such meeting. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty-one percent (51%) of all votes of the Association shall constitute a quorum. in the event of the

absence of a quorum at the meeting, another meeting may be called subject to the same notice requirement. The required quorum at the subsequent meeting shall be the presence in person or by proxy of members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Special Meetings— Special meetings of the Members may be called by the President, a majority of the Board of Directors, or by a written request of fifteen (15%) percent of the Members entitled to vote. Notices of a special meeting must contain a statement of the purpose for which the meeting is called, and no other business may be transacted at that meeting.

Informal Action — Any action required by law to be taken at the meeting of the Members, or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter.

Proxies— At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney in fact.

Voting by Mail— As to any matter requiring approval and vote of the Members, including but not limited to the election of Directors or officers, such election or vote may be conducted by mail, using ballots, or in such other manner as the Board of Directors shall determine.

Article V — Board of Directors

Composition — The affairs of the Association shall be governed by the Board of Directors of not less than three nor more than five directors.

Election of Board of Directors — Directors shall be elected annually by the Members at the annual meeting of Members for one (1) year terms.

Removal of Directors — Any director may be removed without cause, by vote of two-thirds of the directors then in office.

Resignation — Any director may resign at any time by giving written notice to the Board of Directors or the President of the Board. A resignation shall be effective when written notice is delivered, unless the notice specifies a later effective date.

Powers and Duties — The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association as delegated by the Owners, unless such powers and duties conflict with the law, the Declaration, or the Articles of Incorporation of the Association, or these By-Laws. The powers and duties shall include but not be limited to the following:

1. Operation, care, upkeep and maintenance of the Common Property.
2. Determination of the amount of funds required for operation, maintenance and other affairs of the Neighborhood.
3. Collection of the assessments and common charges from the Owners.

4. Employment and dismissal of personnel necessary for the efficient maintenance and operation of the Association.
5. Adoption and amendment of rules and regulations covering the details of the operation of the Association.
6. Opening of bank accounts on behalf of the Association and designating the signatories required.
7. Obtaining insurance for the Association property, pursuant to the provisions of the Declaration and these By-Laws.
8. Making repairs, additions and improvements to, alterations of, the Association property, in accordance with the provisions of the Declaration.
9. Appointment and dismissal of members of the Architectural Review Committee which shall be composed of at least three (3) members and not more than five (5) members.

Manager — The Board of Directors may employ a manager for the Association at a compensation to be established by the Board of Directors, The Board of Directors may delegate to the manager all of the powers granted to the Board of Directors by the Declaration and by these By-Laws other than the powers set forth in numbers (2), (5), (7), and (8) as described above in Powers and Duties.

Regular Meetings — Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors. At least three (3) meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director by mail or e-mail at least three (3) business days prior to the day named for the meeting.

Special Meetings — Special meetings of the board of Directors may be called by the President on three (3) business days' notice to the directors, given by mail or e-mail. The notice shall state the time, place and purpose of the meeting.

Notice — The Board of Directors must be given seven (7) days' notice and the stated purpose of a meeting in which any of the following are to be discussed:

1. Removal of a Director.
2. Amend the By-Laws.
3. Amend the charter (other than a charter amendment to:
 - (a) delete the name and address of the initial registered agent or registered office, if a statement of change is on file with the Secretary of State
 - (b) change the address of the principal office of the Association
 - (c) change the corporate name by substituting the word "corporation", "incorporated", "company", "limited", or the abbreviation "corp.", "inc.", or "Ltd".
4. Approve a transaction in which a Director or officer of the Association has a conflict of Interest,
5. Authorize the indemnification of a Director, employee, or agent of the Association,
6. Approve a plan of merger, approve a sale, lease, exchange, or other disposition of all or substantially all of the Association's assets other than in the regular course of activities, 7. Approve a dissolution of the Association.

Waiver of Notice — Any director may, at any time, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to the giving of such notice.

Quorum of Board of Directors — If two-thirds (2/3) or more of the Directors are present at a meeting of the Board of Directors, a quorum shall be considered to be present. A majority vote of the Directors represented at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting to a specific future time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Fidelity Bond — The Board of Directors may obtain adequate fidelity bonds for such officers and employees of the Association handling or responsible for Association funds. The premiums of such bonds shall constitute a common expense.

Telephone Board and Committee Meetings— Members of the Board of Directors, or of any committee of the Board of Directors, may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting may simultaneously hear each other during the meeting, and the participation in such a meeting shall constitute presence in person at a meeting.

Reliance Upon Information, Opinions, Reports or Statements—To the full extent allowed by law, a member of the Board of Directors, or a member of any committee of the Board of Directors, shall, in the performance of his duties, be protected in relying in good faith upon information, opinions, reports, or statements, including financial statements and other financial data, if prepared by or presented by, (a) one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented; (b) a committee of the Board of Directors of which he is not a member if the Director reasonably believes the committee merits confidence.

Article VI — Officers

Designation — The principal officers of the Association shall be the President, the Vice-President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may elect such other officers or appoint committees as in its judgment may be necessary.

Election of Officers — Officers shall be elected annually by the Board of Directors. In the event of death, resignation, or disability of an Officer, his successor may be elected at any regular meeting of the Board of Directors called for such a purpose.

Removal of Officers - Any officer may be removed by a vote of the majority of the Board of Directors, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such a purpose.

Resignation - Any officer may resign at any time by delivering notice to the Association. Such a resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

Reliance Upon Information, Opinions, Reports or Statements —To the full extent allowed by law, an officer of the Association shall, in the performance of his duties, be protected in relying in good faith upon information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by, (a) one or more officers or employees of the Association whom the officer reasonably believes

to be reliable and competent in the matters presented: or (b) legal counsel, public accountants, or other person the officer reasonably believes are within the person's professional or expert competence.

President — the President shall be the chief executive officer of the Association. He shall preside at all meetings of the Home Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to his office and shall perform all of the duties assigned by the Board of Directors.

Vice-President — The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be assigned to him by the President or the Board of Directors.

Secretary - The secretary shall keep the minutes of all meetings of the Home Owners and of the Board of Directors. He shall be in charge of such books and papers as the Board of Directors may direct, shall give notice in conformity with these By-Laws of any and all meetings, and shall also perform all other duties assigned to him by the Board of Directors.

Treasurer — The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account and for the preparation of all required financial statements, including an itemized record of all receipts and expenditures, as well as a separate account for each Lot which shall indicate the name and address of the Owner, the amount of each assessment for expenses against such Lot, the date when due, the amount paid, and the balance remaining unpaid. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all other duties assigned to him by the Board of Directors.

Agreements, Contracts, Deeds, Checks, Et. Cetera — All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Board of Directors.

Compensation of Directors and Officers — No Directors or Officers shall receive any compensation from the Association for acting as such.

Article VII - Operation of Property

Computation of Annual Assessments — It shall be the duty of the Board of Directors, at least thirty (30) days prior to the Association's annual meeting, to prepare a budget covering the estimated Common Expenses during the coming year. The budget shall include a capital contribution or reserve account necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots/ Residences for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The total annual assessments shall be divided among the Lots equally. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by a vote of a majority of the votes of the Owners who are voting in person or by proxy at the meeting. It shall require a vote of at least 51% to disapprove the budget. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, the budget and annual assessments in effect for the current year shall continue in effect until a new budget shall have been approved. If any

budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment.

The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to the following:

1. management fees and expenses of administration, including legal and accounting fees and insurance premiums;
2. utility charges for utilities serving the Common Areas.
3. the expenses of maintenance, operation, and repair of those portions of the common Areas and perimeter brick walls, which are the responsibility of the Association under the provisions of the Declaration.
4. ad valorem real and personal property taxes assessed and levied against the Common Areas, if any.
5. the expenses of recreational, cultural, or other related programs for the benefit of the Owner and their families.
6. such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including without limitation taxes and governmental charges not separately assessed against Lots.
7. the establishment and maintenance of a reasonable reserve fund
 - a. for inspections, maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association
 - b. to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds
 - c. to cover unforeseen operation contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters all as may be authorized by the Board of Directors,

Special Assessments — In addition to the annual assessments, the Association, acting through the Board of Directors may levy in any assessment year special assessments for Common Expenses, applicable to that year only. At a meeting called for the purpose of discussing the assessment, it may be disapproved by fifty-one percent of the votes of the Owners who are voting in person or by proxy. The Board of Directors may make such special assessments payable in installments over a period which may extend beyond the fiscal year which it was adopted.

Individual Assessments — Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, guests, or tenants of any Owner shall be specially assessed against such Owners and their respective Lots/Residences. The individual assessments shall be levied by the Board of Directors and the amount and due date of the assessment levied shall be specified by the Board.

Liens — All sums assessed against any Lot/Residence pursuant to the Declaration and/or these By-Laws, together with court costs, reasonable attorney's fees, late charges, and interest shall be secured by an equitable charge and continuing lien on the Lot/Residence in favor of the Association.

Effect of Non-Payment: Remedies of the Association — Any assessments or portions which are not paid when due shall be delinquent. Once any assessment or any portion has become delinquent, the Association may file

a notice of lien in the land records of Ouachita Parish in a manner provided by law. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board and shall also commence to accrue simple interest at the rate to be determined by the Board of Directors. A Lien and equitable charge as provided for each assessment shall attach simultaneously as the same shall become due and payable. If an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of the assessment shall

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include the late charge established by the Board of Directors, interest on the principal amount due, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted by law. In the event the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board determines, institute suit to collect the amounts due and to foreclose its lien. The equitable charge and lien provided shall be in favor of the Association, and each Owner, by acceptance of a deed or other conveyance to a Lot/Residence, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/ or to foreclose the lien in the manner provided in the Declaration, The Association shall have the power to bid on the Lot/Residence at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for, including non-use of the common areas or abandonment of his Lot/Residence. An Owner shall remain personally liable for assessments; interest, and late charges which accrue prior to sale, transfer, or other conveyance of his Lot.

Certificate — The Treasurer, an Assistant Treasurer, or Manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is determined by the Board of Directors, furnish to any Owner or the Owner's Mortgagee, a certificate in writing signed by the Treasurer, Assistant Treasurer, or Manager setting forth whether the assessments for which the Owner is responsible have been paid. If the assessment has not been paid, the statement should include the outstanding amount due, all fines, accrued interest, and other penalty charges. The certificate shall be conclusive evidence of payment or non-payment of any assessments stated.

Date of Commencement of Annual Assessments —The annual assessments provided for shall commence on the date that the Lot/Residence is conveyed to a Person.

Article VIII — Arbitration

Arbitration — Any disputes or controversies among Owners arising under these By-Laws or under the Declaration shall be submitted to the Board of Directors for decisions. The Board of Directors is required to issue its decision on such matters within thirty (30) days after the controversy or dispute is submitted by any Owner. The submissions of any such dispute or controversy to the Board of Directors shall be an express condition precedent to the institution of any legal action or proceeding.

Article IX — Record

Records and Audits — The Board of Directors shall keep detailed records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Lot Owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each Lot which shall indicate the name and address of the Lot Owner, the amount of each assessment for common expenses against the Lot, the date when due, the amounts paid, and any remaining unpaid balance. An annual report of the receipts and expenditures of the Association shall be presented by the Board of Directors to all Lot Owners, and to all Mortgagees of Lots who have requested such annual report, promptly after the end of each fiscal year.

Article X — Miscellaneous

Invalidity — The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity or enforceability, or affect the balance of these By-Laws, or the intent of any provision thereof.

Waiver — No restriction, condition, obligation, or provisions contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations or breaches which may occur,

Article XI — Amendments to the By-Laws

Amendments to the By-Laws - These By-Laws may be modified or amended by the vote of two-thirds (2/3) of the total authorized votes for all Lots at a meeting of Lot Owners called for such purpose. The notice of such a meeting must be mailed to all Lot Owners at least ten (10) days prior to the scheduled date for the meeting and the notice must set forth the proposed amendment. No amendment shall be effective until approved and recorded in the office of the Clerk of Court of Ouachita Parish, Louisiana.

Article XII— Indemnification of Officers, Directors, Employees and Agents

General — The Association shall have the power to indemnify any person authorized by the Louisiana Non-Profit Corporation Law, as the same may be amended from time to time in the manner prescribed.

Indemnification Not Exclusive — To the extent permitted by the Louisiana Non-Profit Corporation Law, the right of indemnification provided in this Article XI shall be in addition to any rights to which any such director, officer, employee, or other person may otherwise be entitled by contract or as a matter of law.

Insurance — The Association has and shall have the power by action of the Board of Directors to purchase and maintain insurance on behalf of any person who is or was director, officer, employee, or agent of the Association from and against any liability asserted against him or incurred by him in any such capacity or arising out of his status as a director, officer, employee, or agent, whether or not the Association would have the power to indemnify him against such liability.