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DECLARATION OF COVENANTS AND RESTRICTIONS  
CERTIFIED TRUE COPY BY  
FOR

LAKE SUMMERSET SUBDIVISION, FIRST FILING

AND

DEDICATION AND TRANSFER OF COMMON PROPERTY  
DEPUTY CLERK  
CLIPART600

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 9th day of October, 2007;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

**WINDY, LLC**, a Louisiana limited liability company that is domiciled in East Baton Rouge Parish, whose permanent mailing address is declared to be 7922 Summa Avenue, Suite A-2, Baton Rouge, Louisiana, 70809, herein represented by Charles Wallace Gladney, Jr., member, duly authorized pursuant to a certificate that is on file and of record in Ascension Parish (hereinafter referred to as "Developer"); and

**LAKE SUMMERSET HOMEOWNERS ASSOCIATION, INC.**, a Louisiana non-profit corporation that is domiciled in East Baton Rouge Parish, whose permanent mailing address is declared to be 7922 Summa Avenue, Suite A-2, Baton Rouge, Louisiana, 70809, herein represented by Charles Wallace Gladney, Jr., its President, duly authorized pursuant to a corporate resolution that is on file and of record in Ascension Parish (hereinafter referred to as "Association");

who declared that Developer is the owner of a certain parcel of land comprising the first filing of Lake SummerSet Subdivision, located in Ascension Parish, Louisiana (hereinafter referred to as the "Property"). The Property is now composed of Lots 1 through 125, inclusive, and is shown on a map entitled, "Final Plat For Lake SummerSet Subdivision First Filing, Being Fitzgerald, Babin & Ikerd Properties Located In Section 12 & 33, T-9-S, R-2-E, Southeastern Land District, East Of The Mississippi River, Ascension Parish, Louisiana..."; recorded as Instrument No. 662031 of the official records of Ascension Parish, Louisiana (hereinafter referred to as the "official final plat"). By this act (hereinafter referred to as the "Restrictions"), the Developer imposes upon the Property the obligations, covenants, restrictions, servitudes and conditions, hereinafter set forth:

**I. DEFINITIONS**

- 1.1 Association. The term "the Association" as used in these restrictions shall mean and refer to Lake SummerSet Homeowners Association, Inc.
- 1.2 Developer Committee. The term "Developer Committee" as used in these restrictions shall mean and refer to the Architectural Control Committee of Lake SummerSet, First Filing, as created and established by these restrictions.
- 1.3 Homeowner Committee. The term "Homeowner Committee" as used in these restrictions shall mean and refer to the Architectural Control Committee of Lake SummerSet as created and established herein.
- 1.4 Committee. The term "Committee" as used in these restrictions (without designation as the Developer Committee or the Homeowner Committee) shall mean and refer to the Developer Committee or the Homeowner Committee as appropriate under these restrictions.
- 1.5 Common Property. The term "Common Property" as used in these restrictions shall mean and refer to those areas of land shown and labeled as Common Property, Common Areas, or any similar designation on the official final plat of and dedicated to the Association.
- 1.6 Lot. The term "Lot" as used in these restrictions shall mean and refer to any plot of land shown on the official final plat of the Property with the exception of streets dedicated to the public for public use.
- 1.7 Owner. The term "Owner" as used in these restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Developer. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.
- 1.8 Home. The term "Home" as used in these restrictions shall mean and refer to (a) a Lot on which a house has been built and completed and transferred to an Owner who occupies the house as his residence, or (b) a Lot which has been sold by the Developer and on which a house has not been built and completed and transferred to an Owner who occupies the house as his residence within two (2) years of the date the Lot was sold by the Developer. In the event the Owner of a Home owns one or more Lots contiguous to the Lot on which his residence is located, then each Lot contiguous to the Home (and each Lot contiguous thereto) shall be a Home under these restrictions.

**II. PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS**

2.1 Purpose. The purpose of these restrictions is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The Property is hereby subjected to the obligations, covenants, restrictions, servitudes and conditions herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot; to protect Owners

against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain building setback lines; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and purchasers of Lots.

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these restrictions, including without limitation the assessment and penalty provisions, are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition and to pay any assessments and fines shall be also the personal obligation of the Owner of a Lot in favor of the Association and Owners of other Lots. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens, and charges hereinafter set out, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Committee of proposed plans for improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentation. Accordingly each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

III. CIVIC ASSOCIATION

3.1 Powers and Purpose. For the efficient preservation of the values and amenities in the Property, as soon as a Lot becomes a Home under these restrictions, the powers of administering and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions, and collecting and disbursing the assessments and fines created by these restrictions shall be vested in Lake Summerset Homeowners Association, Inc. ("the Association"). The membership, voting rights, powers and duties of the Association shall be as more fully set forth in the Articles of Incorporation of the Association, which are filed with the Louisiana Secretary of State, and in any By-Laws of the Association, as they may from time to time be amended. The Association appears herein through its duly authorized officer, and does hereby accept the rights, powers, obligations and duties herein set forth for the Association and the transfer of title to the Common Property on the terms and conditions set forth herein.

3.2 Membership. Every Owner of a Lot, including the Developer, shall be a member of the Association.

3.3 Voting Rights. The Association shall only have one class of membership. Owners of Lots shall be entitled to one vote for each Lot in which they hold the interest required to be an Owner. When more than one person is the Owner of a Lot, all such persons shall be members of the Association and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. An Owner of a Lot, including the Developer, owning more than one Lot shall be entitled to one vote for each Lot owned.

IV. ARCHITECTURAL CONTROL COMMITTEE

4.1 Formation of Developer Committee. To initially carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots, the Developer does hereby establish and designate the Architectural Control Committee of Lake Summerset, First Filing (hereinafter referred to as the "Developer Committee") to perform the duties set forth below, until such time as all of the Lots have become Homes.

4.2 Developer Committee Membership. The Developer Committee shall consist of one (1) member, Charles W. Gladney, Jr., or his designee or successor.

4.3 Homeowner Committee. To continue to carry out the general plan of development and improvement of the Property, and to maintain a high standard of appearance for the benefit of the Owners of Homes, after initial construction of a residence on a Lot, as soon as a Lot becomes a Home, the duties of the Developer Committee under these restrictions as applicable to Homes, shall be transferred to, and assumed by, the Architectural Control Committee of Lake Summerset, as created and established herein (hereinafter referred to as the "Homeowner Committee"). The Homeowner Committee shall have no rights, authority or jurisdiction over Lots which have not yet become Homes.

4.4 Submission of Plans. Prior to commencement of any work on a Lot, including any grading or clearing (other than weed or trash removal), the Owner of a Lot shall submit to the Committee a set of plans and specifications for the construction or remodeling of all residences, garages, buildings, fences and walls, swimming pools, greenhouses, and other significant improvements which must conform in all respects to these restrictions and applicable zoning ordinances and must show the proposed location of each improvement. No work may commence on any Lot until the approval of such plans has been given by the Committee. No construction may proceed except in accordance with submitted plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these restrictions. Such Plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Committee or to all other Committee members. The following must be submitted:

- (a) A copy of the plans or drawings and specifications which must show all exterior materials, roof materials, finishes and designs; and
- (b) A plot plan showing the location of all improvements, including the proposed location of the driveway.

Other proposals to be brought before the Committee shall be submitted in writing in detail. Plans and other proposals may be retained in the files of the Committee for a period of five (5) years from date of submission.

4.5 Review of Plans. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it any time within 60 days after submission. Failure of the Committee to act upon properly submitted plans or proposals within 60 days of submission shall constitute approval thereof.

4.6 Duration of Approval. In the event work pursuant to approved plans or proposals is not commenced within one (1) year of the date the plans or proposals are approved (or deemed approved) and continued with reasonable diligence thereafter, then the approval of such plans or proposals shall expire and, prior to commencement or continuation of any further work, the Owner shall submit to the Committee a current set of plans and specifications for approval pursuant to these restrictions.

4.7 Standards for Review. In approving or disapproving such plans, the Committee shall require new construction and repair or remodeling to be consistent with these restrictions and applicable zoning ordinances. The Committee shall also require the exterior design and color of all construction, repair, and remodeling of all residences, fences, walls and other improvements to be in harmony with the exterior design and color of those existing on the Property to the extent that such construction, repair, and remodeling does not to any extent detract from the value of the Property or any Lot.

4.8 Arbitration. In the event of a dispute between the Owner of a Lot and the Committee concerning whether a particular proposed construction, repair, or remodeling should be approved under these restrictions or the laws of Louisiana, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent modified herein, and judgment upon the award or enforcing the decisions rendered by the arbitrators may be entered in any Court having jurisdiction to render such a judgment. Upon the disapproval by the Committee of any properly submitted plans or proposal, the Owner shall have ten (10) days to demand arbitration or the decision of the Committee will be final. If the Owner timely demands arbitration, he or she shall name and appoint one member of the arbitration panel within ten (10) days of receipt of demand to appoint. Upon failure of the Owner to appoint an arbitrator, the right to arbitrate shall be deemed waived and the decision of the Committee will be final. Upon failure of the Committee to timely appoint an arbitrator, the Owner shall request the President of the Capitol Region Builders Association to appoint an arbitrator for the Committee. The two arbitrators chosen shall, within ten (10) days of the last of their appointments, choose a third arbitrator who shall be a licensed real estate broker. Upon failure of the two chosen arbitrators to choose a real estate broker as the third arbitrator, either party may call upon the President of the Capitol Region Builders Association to appoint a third arbitrator who shall be a licensed real estate broker. If for any reason the parties are unable to follow the above procedure, one or more of the members of an arbitration panel shall be chosen in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitrators shall be entitled to a reasonable fee for time of service and associated expenses and such fees, expenses, and other costs are to be assessed by the arbitrators.

4.9 Indemnification. Each member of the Committee shall be indemnified by the Association against all liabilities and expenses, including counsel fees reasonably incurred or imposed on 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 a member of the Committee at the time such expenses are incurred, unless the member of the Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

## V. COMMON PROPERTY

5.1 Dedication and Transfer of Title. In consideration for the acceptance of the duties and obligations of the Association, which the Association does hereby accept by execution of these restrictions, the Developer does hereby transfer, convey and deliver, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Developer may have, unto the Association, the Common Property, to have and to hold the Common Property in full ownership forever, provided, however, that the Developer specifically reserves all mineral rights, but no drilling or other mineral operations shall be conducted on the surface of the Common Property.

5.2 Owner's Servitudes of Enjoyment. Every Owner of a Home and Developer (and all designees, successors and assigns of Developer) shall have a right and servitude of enjoyment in and to the Common Property owned now, or in the future, by the Association and such servitude shall be appurtenant to and shall pass with the title to every Home, subject to the following provisions:

- (a) the right of the Association, in accordance with the Articles of Incorporation and any By-Laws of the Association, to borrow money for the purpose of improving the Common Property and in aid thereof to mortgage the Common Property or any portion thereof. In the event of a default under any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Owners, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored;
- (b) the right of the Association to publish and enforce rules governing the use of the Common Property;
- (c) the right of the Association, as provided by its Articles and any By-Laws, to suspend the enjoyment of any Owner for any period during which any assessment remains unpaid;
- (d) the right of the Association to take such steps as are reasonably necessary to protect the Common Property from and against foreclosure;
- (e) the right of the Association to set and charge reasonable admission and other fees for the use of the Common Property; and
- (f) the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners, provided that no such dedication or transfer, determination as to purposes or as to conditions thereof, shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least ninety (90) days in advance of any action taken.

5.3 Use of Common Property. The Common Property is private property dedicated to the use of the Owners. Motorcycles, motorbikes, trail bikes, off-road motorized vehicles of all sorts, and any other motorized vehicles are prohibited on the Common Property except for maintenance purposes. Horseback riding is prohibited on the Common Property. The discharge of firearms and the discharge of fireworks is prohibited on the Common Property. Common Property may not be used as a dumping place for grass clippings, limbs, and other refuse.

5.4 Use of the Lake. The following provisions are applicable to the lakes located within Lake Summerset, in addition to the covenants and restrictions applicable to all Common Property:

- (a) Boating. No boats, canoes or other flotation devices are allowed on the lakes except those owned by lake lot owners. No boating powered by gasoline motors or other internal combustion engines is allowed on the lake. Boating powered by quiet electric motor is permitted provided that the motor power is below one horsepower. Maximum boat length is 14 feet, and maximum boat width is 48 inches.
  - (b) Fishing. No fishing in the lakes will be allowed without the express consent and approval of a lake lot Owner or Developer. Beginning October 1 and ending April 16 of each year (bass spawning season), all bass caught in the lakes shall be immediately released back to the lakes without any restraint (i.e., bass caught during this period shall not be placed back in lakes on stringers, in cages or nets, or with any other device that would restrict full freedom of movement or access to the entirety of the lakes).
  - (c) Lake Shores and Piers. No Owner may substantially change the contour of the lake shore on any Lot by dredging, cutting, or filling without the written approval of the Committee. Docks, piers, or other structures extending into the lakes from Lots are permitted subject to approval of the Committee. However, structures shall extend no further than ten (10) feet from the shore.
  - (d) Discharge. Discharge of waste water, heated water, chemicals, toxic materials, and things other than clean surface water run-off into the lakes is prohibited. Use of the lakes as a heat exchanger for heating and air conditioning systems is prohibited.
- 5.5 Hours of Use. Common Property hours of use are limited to between 30 minutes before sunrise and 30 minutes after sunset, except for organized subdivision functions.

## VI. MAINTENANCE ASSESSMENTS

6.1 Creation of Assessment. Each Owner of a Home, by recordation of an act transferring title of a Lot to said Owner and construction of a residence to qualify the Lot to be classified as a Home under these restrictions or by recordation of an act transferring title of a Lot which already qualifies as a Home to said Owner, whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association: (a) annual assessments or charges; (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, shall include such interest thereon and costs of collection thereof as hereinafter provided. The obligation to pay each such assessment, together with the interest thereon and cost of collection thereof as hereinafter provided, shall be both a real obligation associated with each Home and also a personal obligation of the Owner of each Home at the time when the assessment fell due.

6.2 Purpose of Assessment. Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and any other property whose restrictions are administered and enforced by the Association and to provide services and facilities devoted to such purposes and related to the use and enjoyment of the Common Property. Assessment proceeds shall be used by the Association to pay taxes and insurance on the Common Property and for repairs and additions to, and replacement of, the Common Property and improvements located thereon or used in connection therewith, including, without limitation, keeping cul-de-sacs and Common Property mowed and free of litter and debris, maintaining the entrance to the subdivision, and maintaining the subdivision sign, and for the cost of services, labor, equipment, materials, postage, management and supervision incurred in connection with the Common Property in any way connected with the fulfillment of the purposes set forth above.

6.3 Basis and Maximum of Annual Assessments. Until the year beginning January 1, 2008, the annual assessment shall be \$100.00 per Home. From and after January 1, 2008, the annual assessment may be increased by a vote of the Owners, as hereinafter provided, for the next succeeding three years and again for each successive three-year period thereafter. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, set the amount of the annual assessment for any year at a lesser amount.

6.4 Special Assessments. In addition to the annual assessments authorized by Section 6.3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto or for the fulfillment of any other obligation incurred by the Association. Any such assessment shall have the approval of two-thirds (2/3) of the votes of the Owners (by Home) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6.5 Change in Basis and Maximum Annual Assessments. Subject to the limitations in Section 6.3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 6.3 hereof prospectively for any such period provided that any such change shall have the approval of two-thirds (2/3) of the votes of the Owners (by Home) who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. Written notice of the meeting shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting. The limitations of Section 6.3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to the merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation or the acceptance of obligations to administer or enforce restrictions for other property.

6.6 Quorum for Any Action Authorized Under 6.4 and 6.5. The quorum required for any action authorized by Sections 6.4 and 6.5 hereof shall be as follows: At the first meeting called, as provided in Sections 6.4 and 6.5 hereof, the presence at the Association meeting of Owners, or of proxies, entitled to cast sixty (60) percent of all the votes (by Home) of the Owners of all Homes shall constitute a quorum. If the required quorum is not forthcoming at such a first meeting, subsequent meetings may be called, subject to the notice requirement set forth in Sections 6.4 and 6.5, and the required quorum at any such subsequent

meeting shall be half of the required quorum at the preceding meeting until such time as a quorum is obtained, provided that each such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7 Date of Commencement of Annual Assessments. The annual assessment shall commence on the first of the month following the date of this act. The assessment shall be collected in advance and prorated for the remainder of that calendar year. The assessments for each subsequent year become due and payable in advance for the year on January 1 of that year.

6.8 Duties of the Board of Directors Regarding Assessments. The Board of Directors of the Association shall keep a roster of the Homes and assessments applicable thereto which shall be open to inspection by any Owner upon reasonable notice to the President of the Association. Written notice of the assessment shall thereupon be mailed to every Owner subject thereto at least thirty (30) days prior to the due date of each assessment, notice being complete upon mailing. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment there stated to have been paid.

6.9 Effect of Non-Payment of Assessment. If any assessment, or other charge or expense set forth in these restrictions, is not paid on the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and costs of collection thereof as hereinafter provided. Payment of each assessment, charge or expense is to be a real obligation running with each Home and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees, and assigns and also shall be a personal obligation of the then Owner and shall remain his personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by them (although it shall remain a real obligation incidental to ownership of the Home affected and shall remain subject to any privilege to which the Association may be entitled). If any assessment, charge or expense is not paid within thirty (30) days after the date due, the assessment, charge or expense shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, the Association shall be entitled to a privilege against the affected Home in accordance with La. R.S. 9:1145, et seq., and the Association may, at any time after an assessment, charge or expense becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for Ascension Parish, Louisiana, identifying the nature and amount of the assessments, charges or expenses which have not been paid, a description of the Home or Homes for which the assessments, charges or expenses have not been paid and the name or names of the Owners personally obligated to pay the assessment and the name of the then Owner of the Home or Homes affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owners named therein by certified mail, registered mail, or personal delivery. The Association may bring an action against the Owner named therein by certified mail, registered mail, or personal delivery. The Association may bring an action against the Owner personally obligated to pay the unpaid assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs and other expenses incurred by the Association in connection with collection of such assessment, charge or expense. In the same action, or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation provided by these restrictions and the privilege provided for in La. R.S. 9:1145, et seq., by proceeding "in rem" against the affected Home and its Owner for the amount of the unpaid assessments, charges or expenses together with legal interest thereon from the date due and reasonable attorney's fees.

6.10 Exempt Property. The following property subject to this Declaration shall be exempt from any and all assessments, charges and liens created herein or subsequently imposed in accordance herewith:

- (a) all Lots or other property owned by the Developer, for as long as said Lots are owned by the Developer;
- (b) any Lot which does not qualify as a Home under these restrictions;
- (c) any part of the Property dedicated to and accepted by the local public authority and devoted to public use; and
- (d) all Common Property.

Except as provided above, no Home shall be exempt from any assessment. Until a Lot becomes a Home under these restrictions, there may be no legally enforceable assessment or fine allowed against Lots or on Owners of Lots. Any agreement to impose legally enforceable assessments or fines on Lots, or Owners of Lots, which are not Homes may be imposed only by amendment to these restrictions in accordance with the terms of these restrictions.

6.11 Resubdivision. In the event the resubdivision of two or more Lots results in existence of less than the number of Lots included in the resubdivision, each Lot created by such a resubdivision and the Owners thereof shall be subject to an assessment equal to a regular Home assessment plus the product of the amount of a regular Home assessment and the ratio of the total square footage of the resulting Lot to the total square footage of the Lots included in the resubdivision, once the resulting Lot becomes a Home under these restrictions, provided, however that no reduction in any assessment shall ever be made as a result of any resubdivision.

## VII. PROTECTIVE COVENANTS

7.1 Residential Use. All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory buildings, shall be built or constructed on each lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La. R.S. 28:477), shall be built or permitted to be built on any lot nor shall any lot or existing structure be permitted to be used as such.

7.2 Resubdivision of Lots. No Lot may be resubdivided in order to accommodate more than one single family residence per original lot. No other resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee. However, the owner of any two (2) or more adjoining lots which front on the same street may erect a single residence on said lots, in which case the two lots shall be considered as one Lot for the purposes of these restrictions except for voting purposes.

7.3 Approval of Plans by Architectural Control Committee. Prior to commencement of any work on a Lot, including any grading or clearing (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Article IV of these restrictions.

7.4 Building Size. No residence on any lot may be built or occupied having less than 1,500 square feet of heated and cooled living area. In computing or determining the "heated and cooled living area," open porches, screened porches, porches

with removable windows, breezeways, patios, landings, outside unfinished storage or utility areas, garages, carports, and any other area having walls, floors, or ceilings not completed as interior living space shall not be included.

7.5 Utilities. All residences shall tie into and utilize available sanitary sewer and water services (i.e., septic tanks, private sewerage treatment plants and private water wells will not be allowed if such services are available from utility companies providing those services).

7.6 Garages and Carports. All residences shall have a garage or carport (a building or other structures for storage or parking of vehicles or boats whether or not attached to the main dwelling) which will accommodate not less than two (2) nor more than four (4) automobiles. No garage or carport may have an entrance that faces the street on which the residence fronts except as declared to be acceptable by the Developer Committee. No carports will be allowed on corner lots or on lake lots (i.e., lots bordered on any property line by any of the Common Property which includes the lake). All lake lots must have enclosed garages and the garages must be located on the side or in front of the residence and cannot be located behind the residence (i.e., garages on lake lots cannot be located in the area between the residence and the lake). Garages on non-lake lots must be enclosed and may be located in the front, on the side, or behind the residence of the residence. Carports on non-lake lots must be located behind the residence and cannot be located on the side or in front of the residence (i.e., a carport on a non-lake lot must be located in the area between the residence and the rear property line).

7.7 Building Setback Lines. Unless approved by the Committee, in writing, no building shall be constructed in violation of the following building setback lines:

- (a) Front Setback. No building shall be erected or located any closer to the front property line of a Lot than the building setback lines shown on the official final plat of the Property.
- (b) Side Setback. No building shall be erected or located any closer to any side property line of a Lot than the greater of: (i) 5 feet; or (ii) any building line shown on the official final plat of the Property.
- (c) Rear Setback. No building shall be erected or located any closer to the rear property line of a Lot than the greater of: (i) 25 feet; or (ii) any building line shown on the official final plat of the Property.
- (d) Common Property Setback. No structure of any kind, including fences, shall be erected, located or maintained within ten (10) feet of any boundary line that abuts any of the Common Property, except as allowed under Section 5.3.
- (e) Accessory Buildings. Accessory buildings (including garages and carports) shall not be erected or located any closer to any side property line than as indicated in Section 7.7(b) nor closer to the rear property line than as indicated in Section 7.7(c).
- (f) Fronts of Lots. For purpose of these restrictions, a Lot shall be deemed to "front" on the side having a street, or in the case of a corner Lot, the side having the shortest property line along a street; the "side" property lines shall be the property lines running roughly perpendicular to the "front;" and the "rear" property line shall be the property line running roughly parallel to the "front."

7.8 Driveways. The location of driveways must be approved by the Committee. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. The Committee shall have the right to approve the proposed location of the driveway on the plot plan submitted to the Committee for approval or require relocation of the driveway.

7.9 Exterior Finish. The exterior (excluding the roof) of all buildings and structures shall be finished in brick, stucco, or masonry, or other material approved, in writing, by the Committee. Front elevations shall have a minimum of nine (9 foot) ceiling height.

7.10 Roofing. Roofing shall be slate, wood shingle or asphalt shingle.

7.11 Aluminum Awnings. Aluminum awnings shall be permitted only on the rear elevation as a patio cover, and shall be subject to approval by the Architectural Control Committee.

7.12 Storage Buildings. Detached storage buildings shall be permitted only on the rear elevation of any Lot, and shall be subject to approval by the Architectural Control Committee. All storage buildings must be shingled, and the type and color of the shingles must match that of the main dwelling. The exterior must match the color of the main dwelling. No vinyl or aluminum siding shall be permitted. Storage buildings to be constructed on Lots bordered on any property line by any of the Common Property shall be constructed in such a manner as to preserve the view of the Common Property from other Lots.

7.13 Landscaping. Within sixty (60) days after completion of the exterior of the residence constructed on any Lot, the areas between the residence constructed on the Lot and each street bordering the Lot shall be fully planted with sod or covered with raised and planted plant beds and at least 150 square feet of raised plant beds will be constructed and planted on the Lot. Within 90 days after the initial occupancy of a Home on a Lot, at least two (2) trees will be planted on the Lot, each tree to be at least two (2) inches in diameter, measured three feet above the ground, and at least five (5) feet tall.

7.14 Servitudes and Rights of Way. Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat of the Property, are dedicated to the perpetual use of the public for such purposes. Existing servitudes as shown on the official final plat are subject to limited usage by Lot Owners as shown by the dedication language contained on the official final plat and as set forth herein.

7.15 Trees. No tree at least eight (8) inches in diameter, measured three feet above the ground, and twenty (20) feet tall may be removed from any Lot, unless in the approved building site, its access, or immediate surroundings, without approval of the Committee. The intent of this restriction is to preserve a natural wooded environment insofar as that is compatible with careful development. To this end, over clearing of Lots is prohibited.

7.16 Temporary Structures. No structure of a temporary character shall be located on any Lot at any time, except as being used in connection with, and during the continuance of, construction on a Lot. No trailer, recreational vehicle, tent, shack, barn, or other outbuilding shall be used as a residence either temporarily or permanently.

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7.17 Commercial, Noxious or Offensive Activities. No commercial, business, trade, noxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This restriction, however, shall not prohibit a builder from erecting temporary warehouses and/or offices on any Lot during the construction of houses on the same Lots. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street or lake and is kept free from obnoxious odors and insects. All refuse containers including garbage cans, trash cans, recycle bins, etc. must be kept or stored in the rear of the Lot, behind the improvements.

7.18 Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign per lot of not more than three (3) square feet. The Developer is excepted from this restriction.

7.19 Mineral Operations. No oil or gas drilling, mineral development operations, production or treatment of facilities, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on the surface of any Lot. No derrick or other structure designated for the use in drilling for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any Lot, even temporarily.

7.20 Parking and Storage. No house trailers, recreational vehicles or trailers, school buses, boats, motor homes, commercial vehicles, automobiles, trucks, go-carts, bicycles, or toys shall be kept, stored, parked, repaired or maintained on any Lot, street, servitude or right of way, in such a manner as to be visible from the lake or visible from the street on which the Lot fronts. No parking is permitted on the front grass or rear yard of any Lot that is visible to Common Property.

7.21 Antennas, Outside Lighting, and Outside Sound. No outside above ground lines, outside television antennas, satellite dishes, or hanging devices shall be allowed without the prior written consent of the Committee. Satellite dishes and other antennas will under no circumstances be allowed to be placed in front of the residence or garage on any Lot. Satellite dishes must have prior written approval from the Architectural Control Committee. Construction, location, and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Committee, and any standard adopted respecting any restrictions in this regard shall be final and not subject to review.

7.22 Livestock and Animals. No livestock, animals or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other ordinary household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose and further provided that they are kept, bred, or maintained otherwise in accordance with law.

7.23 Gardening. No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street.

7.24 Building Materials Storage. No building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residence or other building thereon.

7.25 Weed Removal. Owners shall keep their Homes mowed on a regular basis and free of weeds and clean of trash, rubbish, or garbage. In the event an Owner fails to mow the grass, cut the weeds, or clean up the trash or garbage within fifteen (15) days after receipt of written demand from the Association, the Association may mow, cut, or clean the Home. The actual cost incurred by the Association in connection therewith shall be deemed to be an additional assessment against the Home, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a regular Home assessment under Article VI of these restrictions.

7.26 Fences. All fences shall be approved by the appropriate committee prior to construction. No fence or wall shall be constructed nearer to the street than the appropriate building setback lines. No fence or wall shall be constructed on the side of the Lot on which the Lot fronts nearer to the street than the front of the house, regardless of setback lines provided herein. No fence or wall shall exceed six (6) feet in height. Chain link fences are prohibited. If wood fences are erected using metal posts, such metal posts shall not be visible from any neighboring property or from any street. Wooden fences shall be made of cedar, cypress, redwood, or other natural material of similar appearance if approved by the Committee prior to commencement of construction. Fences on Lots bordered on any property line by any of the Common Property and/or the lakes shall be constructed in such a manner as to preserve the view of the Common Property and/or the lakes from other Lots.

7.27 Mailboxes. The Owner of each Lot, after construction of a Home, shall erect a mailbox only of the standard approved by the Association.

7.28 Concrete Trucks. Washing out of concrete trucks shall be on the lot being poured and not on any other area.

7.29 Exterior Completion. The exterior of any improvement permitted by these restrictions shall be completed within 240 days after construction of same shall have been commenced.

7.30 Finished Slab Elevations. No finished slab or other foundation for permanent improvements intended for human habitation shall be constructed below one foot above the elevation established as the 100-year flood elevation as shown on the applicable National Flood Insurance Program rate map (or a similar map used to establish flood insurance rates if the designated map is no longer made available).

7.31 Holiday Decorations. Holiday decorations must be removed within 20 days after any holiday.

7.32 Window Treatments. Newspaper, foil, roll paper, wax paper, etc. cannot be used as a temporary or permanent window covering.

#### VIII. SOIL CONDITIONS

8.1 In General. Each Lot sold by Developer is sold without any warranties with respect to soil conditions. Each Owner shall be deemed to have expressly waived, in favor of Developer, all warranties with respect to soil conditions of any Lot. Each Owner shall forfeit any right to avoid a sale by Developer or reduce the transfer consideration on account of any soil condition of any Lot. Each Owner shall be deemed to have unconditionally released Developer from and against any liability arising out of

any claim arising out of any soil condition of any Lot. In the absence of an express agreement to the contrary, this waiver of soil condition warranties shall not run in favor of any Owner other than Developer.

**IX. GENERAL PROVISIONS**

9.1 **Strict Interpretation of Restrictions.** These restrictions, including all obligations, covenants, restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted. No provision of these restrictions shall be ignored. The letter of these restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

9.2 **Knowing Violation of Restrictions.** In the event of a knowing or intentional violation of these restrictions or in the event of a continuing violation of these restrictions after receipt by the violator or Owner of the Lot on which the violation occurs of written notice of a violation, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator or Owner of the Lot reasonable attorney's fees to be fixed and awarded by the court.

9.3 **Duration.** These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these restrictions shall be automatically extended for successive periods of ten (10) years.

9.4 **Amendment and Termination.** Any amendment to or termination of these Restrictions shall only be by written act executed by a majority of the then Owners of all Lots.


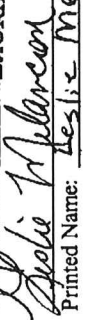
9.5 **Notices.** Any notice required to be sent to any Owner under the provisions of these restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of mailing.


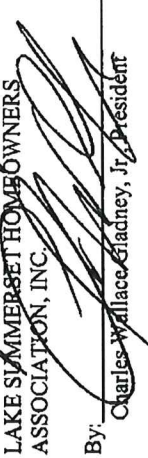
9.6 **Enforcement.** If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner or the Developer to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any such obligations, covenants, restrictions, servitudes and conditions and to prevent him or them from so doing by mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (nor be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these restriction shall, in no event, be deemed to be a waiver of the right to do so thereafter.

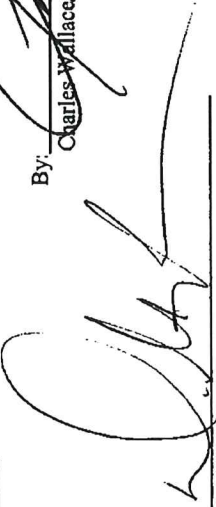
9.7 **Subordination of Certain Real Obligations, Liens and Privileges to Mortgages.** The obligation to pay assessments, charges, expenses, fines, penalties, and associated costs and fees set forth in these restrictions, and any lien or privilege granted to secure payment thereof by these restrictions or any provision of law, shall be subordinate to any mortgage or mortgages now or hereafter placed on any Lot, provided, however, that such subordination shall apply only to the assessments, charges, expenses, fines, and penalties which have become due and payable prior to a judicial sale, dation en paiement, or other similar proceeding or act in lieu of foreclosure resulting in a transfer of a mortgaged Home. Such a transfer shall not relieve the transferee or the Home from the personal and real obligations to pay assessments, charges, expenses, fines and penalties which may arise after such a transfer or any lien or privilege granted to secure payment thereof by these restrictions or any provision of law.

9.8 **Severability.** Invalidation of any one of the provisions of these restrictions by judgment or court order shall in no way affect any other provision of these restrictions, all of which shall remain in full force and effect.

THIS DONE AND SIGNED at my office in Baton Rouge, Louisiana, on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:  
  
Printed Name: Laurie Watts  
  
Printed Name: Leslie Melancon

WINDY, LLC  
By:   
Charles Wallace Gladney, Jr., Sole Member  
LAKE SUMMERSET HOME OWNERS  
ASSOCIATION, INC.  
By:   
Charles Wallace Gladney, Jr., President

  
Notary Public

Printed Name: DEBORA S. BERGERON  
NOTARY I.D. #008994  
Notary ID/Bar Roll No. \_\_\_\_\_