

**ACT OF RESTRICTIONS  
OF  
ARBOR GROVE SUBDIVISION**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**BE IT KNOWN**, that on the dates set forth below, before us, the undersigned authorities, and in the presence of the undersigned competent witnesses, personally came and appeared:

**ARBOR GROVE, LLC**, a Louisiana limited liability company, represented by Casey R. Patterson and Jeff Couvillion, Managing Members, whose mailing address is \_\_\_\_\_, City of Central, Louisiana, LA 70\_\_\_\_, (hereinafter "Appearer" or "Developer"), and

**ARBOR GROVE HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as "the Association"), a Louisiana non-profit corporation, domiciled in East Baton Rouge Parish, Louisiana, represented herein by Casey R. Patterson, Jeff Couvillion, and Michael Johnson, its duly authorized agents, authorized by virtue of a resolution of said corporation, a copy of which is on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana, whose present mailing address is declared to be \_\_\_\_\_

who did depose and say that the Developer is the owner of that certain parcel of property comprising the ARBOR GROVE Subdivision, in East Baton Rouge, Louisiana, ("the Property") containing Lots \_\_\_\_\_, inclusive, and which property is shown on a map entitled "Final Plat of ARBOR GROVE, A Residential Development, Located in Section \_\_\_\_, T6S-R2E, G.L.D., City of Central, East Baton Rouge Parish, Louisiana for ARBOR GROVE, LLC., \_\_\_\_\_" prepared by \_\_\_\_\_, LLC, dated \_\_\_\_\_, 2018 on file and of record in the official records of the Clerk and Recorder for East Baton Rouge, Louisiana, ("the official final plat"), at Original \_\_\_\_\_ Bundle \_\_\_\_\_ on \_\_\_\_\_, 2018. By this act ("these 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 ARBOR GROVE Subdivision Homeowners Association, Inc.

1.2 **DEVELOPER COMMITTEE.** The term "the Developer Committee" as used in these restrictions shall mean and refer to the Architectural Control Committee of ARBOR GROVE Subdivision, as created and established by these restrictions.

1.3 **HOMEOWNER COMMITTEE.** The term "The Homeowner Committee" as used in these restrictions shall mean and refer to the Architectural Control Committee of ARBOR GROVE Subdivision, as created and established by these restrictions.

1.4 COMMITTEE. The term "the 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 PROPERTIES. The term "Common Properties" as used in these restrictions shall mean and refer to those areas of land shown and labeled as Common Areas on the official final plat of any filing of ARBOR GROVE Subdivision 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,

1.9 DEVELOPER. The term "Developer" as used in these restrictions shall mean and refer to ARBOR GROVE, L.L.C.

## 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 subject 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 (land) 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 presentment. 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.

2.3 RANKING. The lien for maintenance charges and special assessments shall be subordinate to all prior recorded encumbrances. No sale or transfer of any lot shall affect any lien already recorded. However, each holder of a first mortgage on a lot and home who acquires such lot and home through foreclosure or by "Dation en Paiement" shall be subject to any charges resulting from a reallocation of such unpaid maintenance charges and assessments to all lots including the one mortgaged.

### III. CIVIC ASSOCIATION

3.1 FORMATION AND PURPOSE. The Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Property, to create a non-profit corporation for administrating and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions as applicable to each Lot which becomes a Home under these restrictions and for collecting and disbursing the assessments and fines created by these restrictions. The entity formed for these purposes is ARBOR GROVE SUBDIVISION 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 and in any By-Laws of the Association. The Developer shall maintain control of the Association until 100% of the Lots are sold or until such time that the Developers agrees to transfer the Association to the owners. Developer reserves the right to contract with a homeowner's management company for the purpose of handling the Association affairs. Management fees shall be paid from the Association dues. 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 Properties on the terms and conditions set forth herein.

3.2 MEMBERSHIP. Every owner of a Lot, including the Developer, shall be the initial members of the Association who may thereafter appoint other members to the Association and may further designate a representative to act for the Association. In the event of the death, resignation or inability to serve of any member of the Association, the remaining members shall have full authority to designate a successor. Neither the members of the Association nor its designated representative shall be entitled to receive compensation for services performed in connection with the administration of these covenants. At any time the owners of 100% of the total lots shall have the right and privilege by executing and recording in the office of the Clerk and Recorder for the Parish of East Baton Rouge an appropriate written instrument to change the membership of the Association or to withdraw from the Association or enlarge its powers or

duties. At any time deemed appropriate by the Developer, the Developer and/or President's stock ownership shall be transferred to the Home Owners Association.

3.3 VOTING RIGHTS. After 100% of the lots are sold by Developer, owners of Homes shall be entitled to one vote for each Home in which they hold the interest required to be an Owner. When more than one person is the Owner of a Home all such persons shall be members of the Association and the vote for such Home shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Home. An Owner of a Lot shall be entitled to one vote for each Lot owned.

3.4 CONDITIONS. The rights, powers, obligations and duties set forth herein in ARBOR GROVE SUBDIVISION HOMEOWNERS ASSOCIATION, Inc. are subject to and dependent on the acceptance of the rights, powers, obligations and duties contained herein by the Association, in the manner specified in this Declaration. In the instance that this Declaration is not accepted by the Association, the Developer of ARBOR GROVE Subdivision may deem it necessary to form a separate entity to enforce the administrating and enforcing of the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions.

#### IV. ARCHITECTURAL CONTROL COMMITTEE

4.1 FORMATION OF DEVELOPER COMMITTEE. To initially carry out the general plan of the 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 Arbor Grove Subdivision ("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 Casey R. Patterson, Jeff Couvillion, and Michael Johnson, or their designees or successors. Either one of the members is individually authorized to approve the plans for the lot owners.

4.3 APPROVED BUILDERS: The builders approved by Developer are Acadiana Constructors, Inc., Patterson Homes, LLC., Gafford Builders, Inc., and Dawson Construction, LLC.

4.4 DESIGN MANUAL: All architectural and construction approval shall be granted or withheld based on compliance with provisions of the Design Manual, including the quality and color of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation, so as to promote those qualities of the environment which enhances the value of the Lots and fosters the attractiveness and functional utility of Arbor Grove Subdivisions as a place to live. It is not the intent of the Arbor Grove Architectural Control Committee ("Committee") to prescribe specific architectural styles but rather to promote a complimentary range of fine residential design of proper regional character. The subject Design Manual is attached hereto as EXHIBIT "A".

4.5 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 with 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 East Baton Rouge Parish Board of Realtors or the president of the Home Builders Association for Capital Region 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 East Baton Rouge Board of Realtors, Inc. or the President of the Home Builders Association of Capital Region 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.

4.6 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 the performance of his duties. The above described right 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 PROPERTIES

5.1 DEDICATION AND TRANSFER OF TITLE. In consideration of 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 Properties, to have and to hold the Common Properties in full ownership forever, provided, however, that the Developer specifically reserves all mineral rights, but not drilling or other mineral operations shall be conducted on the surface of the common properties.

5.2 USE OF COMMON PROPERTIES. The Common Properties are private property dedicated to the use of the Lot Owners. Motorcycles, motorbikes, trail bikes, off-road motorized vehicles of all sorts, and any other motorized vehicles are prohibited on the Common Properties and subdivision roadways, except for maintenance purposes. Horseback riding is prohibited in the subdivision, including common and private areas of the subdivision. Common Properties may not be used as a dumping place for grass clippings, limbs and/or other refuse or trash.

## 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 front time to time as hereinafter provided. The annual and special assessments shall include such interest thereon and costs of collection thereof as hereinafter provided, shall include such interest thereon and cost 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 came 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 Properties. Assessment proceeds shall be used by the Association to pay taxes and insurance on the Common Properties and for repairs and additions to, and replacement of, the Common Properties and improvements located thereon or used in connection therewith, including, without limitation, keeping cut-de-sacs and Common Properties 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 Properties in any way connected with the fulfillment of the purposes set forth above.

6.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS: The annual assessment shall be \$625.00 per Lot or Home. The annual assessment may be increased by a vote of the Owners, as hereinafter provided, for the next succeeding three (3) years and again for each successive three (3) year period thereafter. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, adjust the amount of the annual assessment as needed for expenses. Developer shall be exempt from assessments.

6.4 SPECIAL ASSESSMENTS. In addition to the annual assessments authorized by 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 Properties, 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 shall become due and payable in advance for the year on January 1<sup>st</sup> 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 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 East Baton Rouge, 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 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 the 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 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 part of the Property dedicated to and accepted by the local public authority and devoted to public use;
- (C) All Common Properties.

6.11 RESUBDIVISION. In the event the resubdivision of two (2) 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 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. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

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. All residences must be "OWNER OCCUPIED". 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 deny kind (including, without limitation, any "community home" as defined in La-R.S. 28:477 of "special home" as defined in Section 2.110 of the City-Parish Zoning Ordinances), 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. No Lot may be resubdivided in order to accommodate more than one single family residence per original lot. 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 (2) lots shall be considered as one Lot for the purposes of these restrictions except.

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.

7.3 RESPONSIBILITY FOR LOTS: Each lot owner shall be responsible for the maintenance of all landscaping on his lot and for the maintaining of his lot, residence, driveway and sidewalk in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of maintenance and for any such repairs which may be necessary. Owners shall keep their lots mowed at all times and free from rubbish, trash, debris, noxious weeds and high uncut grass, whether a structure is located upon it or not. In default of this, then the ARBOR GROVE Subdivision Homeowner's Association, Inc. shall cause to have it mowed, repaired, or otherwise maintained and bill to the lot owner the cost thereof. A lien may be placed on said lot by the ARBOR GROVE Subdivision Homeowner's Association, Inc. for this invoice or the owner may be prosecuted in civil suit, at the discretion of the committee.

7.4 DEDICATION OF COMMON AREAS: The common use areas, facilities, fence servitudes and servitudes of passage, shown on the plat of the ARBOR GROVE Subdivision are hereby dedicated for the exclusive use of the members of the ARBOR GROVE Subdivision Homeowner's Association, Inc. and related users.



7.5 **RESPONSIBILITY FOR COMMON USE AREAS.** The care, upkeep and maintenance of the common areas and facilities are the responsibility of the ARBOR GROVE Subdivision Homeowner's Association, Inc., which as an authorized representative of the residents of the subdivision and/or communities covered by these covenants and restrictions, is solely responsible to maintain such. The Developer shall not be responsible for any maintenance.

7.6 **WINDOW COVERINGS/TREATMENTS.** No window coverings and/or treatments and/or curtains shall consist of any material or quality that will detract from the aesthetic quality of the subdivision. No window covering consisting of tinfoil, blackout material, reflective material, paper materials and/or bright colors shall be used on any window on a temporary or permanent basis. No window mounted heating or air conditioning units are permitted.

7.7 **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 the subdivision "Design Manual" attached hereto as Exhibit "A"

7.8 **BUILDING SIZE.** No residence shall be erected on any lot in ARBOR GROVE Subdivision containing, exclusive of porches, breezeways, garages and carports, with less than 2000 square feet living area unless otherwise approved by the Architectural Control Committee.

7.9 **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.

7.10 **TEMPORARY STRUCTURES.** No structure of a temporary character and no trailer, recreational vehicle, tent, shack, barn, or other outbuilding shall be used as a residence either temporarily or permanently.

7.11 **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. 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.

7.12 **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 18" X 24" used to list the home for sale. The Developer is excepted from this restriction.

7.13 **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 upon the surface of any Lot. No derrick or other structure designed for the use in drilling for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any Lot, even temporarily.

7.14 **PARKING AND STORAGE.** No house trailers, recreational vehicles or trailers, school buses, boats, jet-skis, motor homes, commercial vehicles, trucks (except pick-up 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 street.. No vehicles are allowed to be parked on any street. No more than two (2) vehicles may be parked in driveway on a permanent basis.

7.15 **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. 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.

7.16 **POOLS, SPAS AND HOT TUBS.** The design and location of pools, spas, and hot tubs shall be subject to the prior written approval of the Architectural Control Committee or Developer.

7.17 **MAILBOXES.** When a residence is built on any lot, the owner thereof shall use only Aluminum Accents to furnish and install the Approved Mailbox. The only approved mailbox is Model Number FXCCS-03XX-CX. All mailboxes must be placed on right hand (outer) side of the street. The maintenance thereof shall be the sole responsibility and at the cost of each respective lot owner.

ALUMINUM ACCENTS, L.L.C. CONTACT: WAYNE AMATO (225) 278-3967  
THE BRAND OF MAILBOX MUST BE: IMPERIAL MANUFACTURING

Upon installation, the door of the mailbox must be even with the back of the curb in accordance with the Post Office Regulations.

7.18 **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.

7.19 **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.

7.20 **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.

7.21 **WEED REMOVAL.** Owners, including builders, shall keep their lot and/or homes mowed 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 (7) 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.

7.22 **FENCES.** All fences and gates (collectively, the "Fences") shall be designed to complement the character and style of the dwelling. Approved fencing materials, subject to the limitations herein, include

brick, stone, wrought iron, aluminum, shadow-box style wood and stucco covered masonry. No chain link, cinder block (without exterior finishing material, such as stucco), wire, or split rail Fences are allowed.

7.22.1 All fence details must be submitted to the Committee for approval prior to construction. Gates are considered as part of the fence and must be submitted for approval. In no case should a gate be more than 4' wide and should match the fence in material and height. Perimeter wood fences must be shadow-box style and shall be constructed of natural (unpainted/unstained) cedar and are prohibited on Lake Lots. Stucco, ornamental iron, or brick fences are encouraged. No fence shall exceed 6' in height (unless a variance has been submitted to and approved by committee). Fences shall not be constructed farther forward than the front elevation (and side elevation for a corner lot) of the residence without approval from the committee.

7.22.2 Rear and side yard Fences shall be permitted. All rear yard Fences shall be constructed on the rear property and side property lines of the Lot.

7.22.3 Lake Lot fences: The design and specifications of all rear yard Fences to be constructed on the Lake Lots shall be subject to the strict scrutiny of the Reviewing Entity, which may accept or reject the plans for any rear yard Fence in its sole discretion. Any fence in the rear yard of a Lake Lot fence shall be of wrought iron, anodized or painted aluminum for any portion of the fence adjacent to the lake and along the lot sidelines for 25 feet up from the lake and then tapered up from 4 feet to 6 feet within an 8 foot span. Rear wrought iron yard fences on Lake Lots may not exceed four (4) feet in height.

7.22.4 For front facing fences a drive through double gate leading to the back yard may be allowed provided they are constructed of the same material as the fence itself or as approved by the Architectural Committee. Any stored items must be completely screened from view by the fence both from the street and from the adjacent lots. Any structural materials for the gate must be on the inside and not visible from the front elevation. Columns are allowed to provide support for such double gates so long as they are built of similar material as the home, are no more than 6" taller than the fence and are no more than 24" in width.

7.22.5 Courtyards in the front or front side of the property can extend no further than 10' further forward of the front building line and should be constructed of brick, ornamental iron with brick columns or stucco. The lower 24" of courtyard walls must be solid material and match that of the columns as approved by the Committee.

7.22.6 No fence post, support post, bracing and/or "support runners" shall be visible on any fencing facing and/or parallel to the street. Plans must be submitted to and approved by the Committee prior to commencement of construction.

7.23 CONCRETE TRUCKS. Washing out of concrete trucks shall be on the lot being poured and not on any other area.

7.24 LANDSCAPING/SODDING. All landscaping and sodding shall meet the requirements set forth in the Arbor Grove Design Manual and be approved by the Committee. Any Owner who does not comply with the landscaping requirements shall pay a fine of \$300.00 to the Association for each thirty (30) day period the landscaping is deemed to be in violation. Such amount shall be considered an Assessment and may be enforced in accordance as stated in these restrictions.

7.25 LANDSCAPED AREAS. Nothing shall be altered or constructed in or removed from the Common Areas as shown on the Final Plat area, except upon the written consent of the Committee. There shall be no storage or obstructions placed or parking on any Common Area without the prior written consent of the Committee.

7.26 GARBAGE AND TRASH. No disposal of trash, garbage or other waste shall be in violation of any local, state or federal hazardous or toxic waste law, rule or regulation. Garbage Containers shall be kept and stored in an area that is not visible from the street and is kept free from noxious odors and insects. All emptied garbage cans and uncollected garbage must be removed from the curb no later than 8 p.m. on collection day.

7.27 ANTENNAS, SATELLITE DISHES. Radio, television antennas and all large satellite dishes are prohibited. , flag poles, and clothes lines shall be prohibited.

7.28 EXTERIOR LIGHTING. Site lighting and security lighting should not infringe upon adjacent neighbors. Utility poles shall be prohibited.

7.29 YARD ORNAMENTS. Yard Ornaments and similar objects are prohibited in all yards except those fenced to shield view thereof from any streets and any other lots and properties. Typical seasonal decorations are permitted within season.

7.30 FLAGPOLES. A single flagpole is permitted if mounted within brackets that are mounted on the residence.

7.31 GAZEBOS, PIGEONNIERS, STORAGE SHEDS, SHOPS, OTHER CONSTRUCTIONS, ETC. All Gazebos, Pigeonniers, Storage Sheds, Shops or other constructions shall relate architecturally to the design of the home and subdivision in both form and material. Storage Sheds must be attached to the home, carport/garage. Details and location shall be submitted for approval to the committee.

7.32 PLAYGROUND EQUIPMENT/BASKETBALL GOALS. Basketball goals or backboards shall be permitted, provided such goals and backboards are not mounted directly to the residence or other outbuilding. Any Owner desiring to install a basketball goal must get the approval of the Committee of the location and placement of the same prior to installation. Backboards shall be primarily clear or white. Swing sets or other play structures are permitted; however, they must be within a privacy fence. On Lake Lots, Swing sets and other play structures are permitted, subject to the following: (1) the material and color of the swing set or play structure must be approved by the Committee; (2) the swing set or play structure must be located within an approved fence; (3) the swing set or play structure must be screened or softened with landscaping from view by the Common Area.

## VIII. GENERAL PROVISIONS

8.1 STRICT INTERPRETATION OF RESTRICTIONS. These restrictions including all obligations, covenants, restrictions, servitudes and conditions, shall, to the maximum extent permissible bylaw, 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.

8.2 **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, 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.

8.3 **DURATION.** These restrictions are to run with the land and shall be binding on all parties and 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.

8.4 **AMENDMENT.** The Developer reserves the right to amend these restrictions one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of Developer. Any amendment of these restrictions shall be in writing and shall be effective when filed for Recordation in East Baton Rouge, Louisiana. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the Developer to be in furtherance of the development of the subdivision.

8.5 **AMENDMENT BY OWNERS.** Except as may otherwise be provided in this instrument, subject to provisions elsewhere contained herein requiring the consent of the Developer or others, any covenant, condition, restrictions, servitude or other provision contained in these restrictions any amendment to or termination of these restrictions prior to expiration to the initial twenty-five (25) year term of duration shall only be by written act executed by 75% of the then Owners of all Lots. After expiration of the initial twenty-five (25) year term of duration, these restrictions may be amended or terminated by written act executed by a majority of the then Owners of all Lots.

8.6 **VARIANCES:** The Developer Committee (the Architectural Control Council) may authorize variances from compliance with any of the provisions of this Declaration, the Design Guidelines or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Council, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require a variance. Such variances must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the members of the Council. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in anyway the Owner's or Builder's obligation to comply with all governmental laws, codes and regulations affecting the property concerned and the Plat.

8.7 **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,

8.8 **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, covenant, 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 (or be precluded by) any other available remedy For any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person of 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.

8.9 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.

**THUS DONE AND SIGNED** by the Developer and Association, in Central, Louisiana, on the \_\_\_ day of \_\_\_\_\_, 2019 in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

ARBOR GROVE, LLC

\_\_\_\_\_

BY: \_\_\_\_\_

ARBOR GROVE HOMEOWNERS ASSOC., INC

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
NOTARY