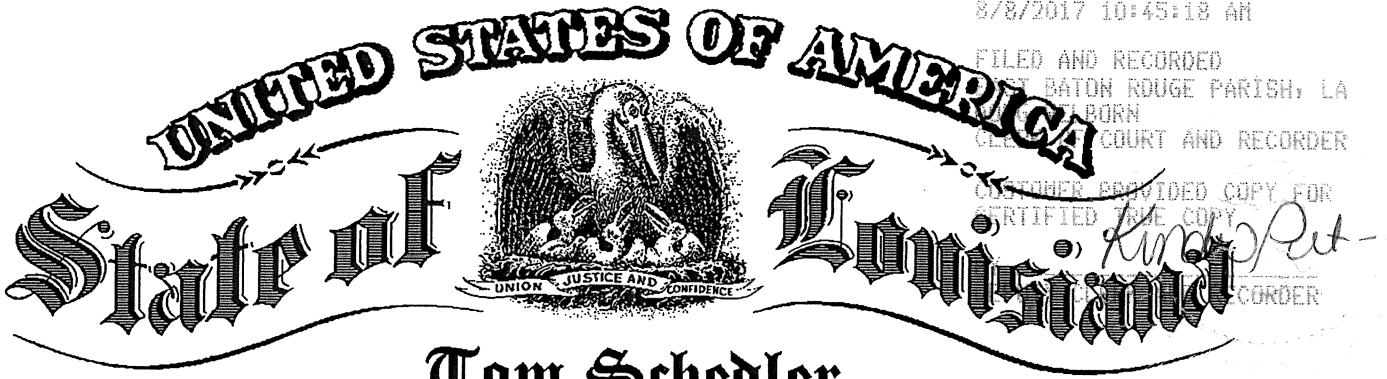


FILED AND RECORDED
BATON ROUGE PARISH, LA
TALBORN
CLERK OF COURT AND RECORDER

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY



Tom Schedler
SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Incorporation of

**CYPRESS LAKES ESTATES SUBDIVISION PROPERTY OWNER'S ASSOCIATION,
INC.**

Domiciled at GREENWELL SPRINGS, LOUISIANA,

Was filed and recorded in this Office on August 07, 2017,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 2.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

August 7, 2017

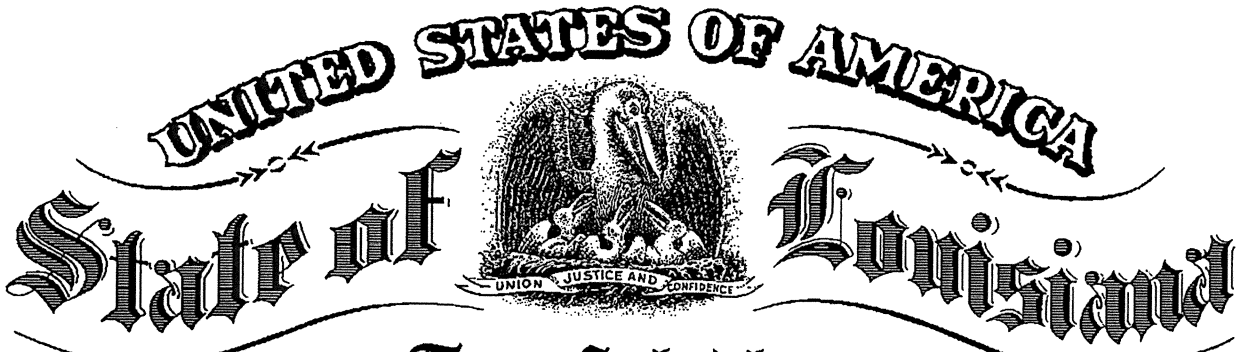
Secretary of State

NG 42760898N



Certificate ID: 10856900#PKUA4

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov



Tom Schedler
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

the attached document(s) of

**CYPRESS LAKES ESTATES SUBDIVISION PROPERTY OWNER'S ASSOCIATION,
INC.**

are true and correct and are filed in the Louisiana Secretary of State's Office.

ORIGF 08/07/2017 12 pages

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

August 7, 2017

Secretary of State

NG 42760898N



Certificate ID: 10856901#XYN83

To validate this certificate, visit the following web site, go to **Business Services**, **Search for Louisiana Business Filings**, **Validate a Certificate**, then follow the instructions displayed.

www.sos.la.gov

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FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DUGG WELBORN
CLERK OF COURT AND RECORDER

ARTICLES OF INCORPORATION

STATE OF LOUISIANA

OF

**CYPRESS LAKES ESTATES
SUBDIVISION PROPERTY
OWNER'S ASSOCIATION, INC.**

PARISH OF EAST BATON ROUGE



BE IT KNOWN, that on this 24th day of May, 2017, before me, the undersigned Notary Public in and for the Parish and State aforesaid, personally came and appeared the person of the full age of majority whose signature is subscribed who declares; in the presence of the undersigned competent witnesses that, availing himself of the provisions of the Louisiana Nonprofit Corporation law, to-wit, Louisiana R.S. 12:201-12:269 (1950 as amended) he does hereby organize a nonprofit corporation under and in accordance with the articles of incorporation as follows:

**ARTICLE I
NAME**

The name of this corporation is **Cypress Lakes Estates Subdivision Property Owner's Association, INC.**

**ARTICLE II
NON-STOCK AND NON-PROFIT**

- A. This corporation is organized on a non-stock, non-profit basis and is irrevocably dedicated to the general purposes stated in Article IV of these Articles of Incorporation.
- B. No part of the net earnings of the corporation shall inure to the benefit of any member, board member, officer of the corporation or any private individual (except that reasonable

compensation may be paid for services rendered to or for the corporation in pursuit of one or more of its purposes).

C. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation may not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

D. The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on the undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws or regulations.

E. The corporation shall not engage in any act of self-dealing as defined in Section 4941 (c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal laws or regulations.

F. The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal laws or regulations.

**ARTICLE III
DOMICILE**

The domicile of this corporation shall be at Denham Springs, Louisiana, and the location and post office address of its registered office shall be: Cypress Lakes Estates Subdivision Property Owner's Association, INC., c/o Justin Jackson, ~~P.O. Box 78135, Baton Rouge Louisiana 70837~~ 6197 Morgan Road, Greenwell Springs, Louisiana 70739.

ARTICLE IV

PURPOSE AND POWERS

This corporation is organized primarily for the following purposes:

- A. Performing all of the duties and obligations imposed on the corporation in that certain Act of Restrictions for Cypress Lakes Estates Subdivision, which is on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, and performing all of the duties and obligations imposed on and accepted by the corporation in declarations of covenants and restrictions for other filings of Cypress Lakes Estates Subdivision and other subdivisions accepted by the corporation for administration (collectively, "Restrictions");
- B. Providing generally for the ownership, management, and maintenance of the Common Properties covered by Restrictions;
- C. Exercising certain rights and powers and performing certain obligations relating to the individual lots in filings and subdivisions covered by Restrictions together with improvements thereon, including the homes, and as enumerated in Restrictions; and
- D. Except as limited in these Articles, perform any and all acts and things that a non-profit corporation is empowered to do under Louisiana law, which may be necessary, convenient, or desirable in the administration of its affairs.

ARTICLE V
OFFICERS

The officers of this corporation shall consist of a President who shall be a member of the Board of Directors, a Secretary and a Treasurer and such other officers, as the directors may elect or appoint. Any two or more offices may be held by the same person, except the Office of President and Secretary. The President, the Secretary, and the Treasurer are to be elected

annually by the Board of Directors and shall serve one year or until their successors are duly elected and installed.

ARTICLE VI
MEMBERSHIP

The record owner (whether an individual or other legal entity) of a lot in filings and subdivisions covered by Restrictions (excluding Common Properties) shall be a member of the corporation. Ownership shall be established by the recordation in the public records of East Baton Rouge Parish, State of Louisiana, of an instrument conveying ownership of a lot in filings and subdivisions covered by Restrictions and the receipt by the corporation of a certified copy thereof. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot in filings and subdivisions covered by Restrictions. When more than one person owns an interest in a lot in filings and subdivisions covered by Restrictions or when a corporate, partnership or other legal entity owns a lot in filings and subdivisions covered by Restrictions, no more than two adults may be designated as authorized to enjoy the full benefits of membership (although each owner shall be a member whether designated as authorized to enjoy full benefits of membership or not).

ARTICLE VII
VOTING RIGHTS

One vote in all matters considered by the corporation shall be allocated to each lot in filings and subdivisions covered by Restrictions. When more than one person is the owner of a lot in filings and subdivisions covered by Restrictions, all such persons shall be members of the corporation, 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 in filings or subdivisions covered by Restrictions. An owner, including the incorporator, owning more than one lot in filings or subdivisions covered by Restrictions shall be entitled to one vote for each lot owned. In the event of re-subdivision of one or more lots in filings or subdivisions covered by Restrictions, the vote for each original lot as shown on the original recorded final plat shall be attributed to the owner of the re-subdivided lot containing the most square footage of the original lot. In no event shall the number of votes entitled to be cast exceed the number of lots shown on the original recorded final plat of a filing or subdivision covered by Restrictions.

ARTICLE VIII
MEMBERSHIP MEETINGS

Annual meetings of the members of the corporation shall be held for the purpose of electing a Board of Directors for the corporation. Other matters which may be considered at such annual meetings and the time and place of such annual meeting shall be determined in accordance with the Restrictions. Special meetings of the corporation may be called in accordance with the Restrictions.

ARTICLE IX
POWERS AND MANAGEMENT

The powers and management of the corporation shall be vested in, and exercised by, a Board of Directors. The number of directors shall be set forth in the Restrictions. The time and place for regular or special meetings of the Board of Directors shall be determined in accordance with the Restrictions. Any vacancy occurring among the directors of this corporation by death, resignation or otherwise, shall be filled by election for the unexpired term, at the next regular or special meeting of the Board of Directors.

Failure to elect directors annually shall not dissolve this corporation nor impair its corporate existence or management, but the directors then in office shall remain in office until their successors shall have been duly elected and installed.

A majority of the directors shall constitute a quorum, and a quorum shall be necessary to consider any question that may come before any meeting of the Board of Directors. If a quorum is not present at a duly assembled meeting, a majority of those present may adjourn the meeting from time to time, but may not transact any other business until a quorum is secured. A quorum being present, the affirmative vote of a majority of the directors present shall be necessary to decide any questions.

The Board of Directors shall have the power to make, alter; and annul such Restrictions, rules or regulations for the government of the affairs of this corporation as it may deem proper.

ARTICLE X
REGISTERED AGENT

The name and address of the corporation's registered agent is as follows:

Justin Jackson
~~P.O. Box 78125~~ 6197 Morgan Road
~~Baton Rouge, LA 70837~~ Greenwell Springs, LA 70739 *WJ*

ARTICLE XI
STOCK CLASSIFICATION

The corporation is to be organized on a non-stock basis. The subscriber to these Articles of Incorporation ("the incorporator") shall be the first member of this corporation. Other members may join at any time, subsequent to the purchase of a lot or lots in any filing or subdivision covered by Restrictions. The fiscal year of this corporation shall be from the 1st day of January in each year until the 31st day of December in the same year (i.e. the calendar year);

and each member shall pay annual dues (in addition to assessments on lots in filings and subdivisions covered by Restrictions as provided for in the declarations affecting such lots), if any, as decided by a vote of the membership for each fiscal year, or inaction thereof, for which each member is a member of this corporation. Each member of this corporation, upon payment of dues as set for the above, shall be entitled to a Certificate of Membership, signed by the President and Secretary, for the fiscal year for which such dues are paid. If no dues have been authorized by the membership, then the only requirement for membership is the ownership of a lot in a filing or subdivision covered by Restrictions, and receipt of the required certified copy of the act conveying ownership. After a lapse of thirty (30) days after receipt of the required certified copy, payment of any dues, assessments, penalties, fines, or other levies against the purchased lot and a written membership certificate request, a Certificate of Membership shall be made and forwarded to the member. Failure of the member to receive said certificate shall in no way bar the member's active participation in the business of the corporation and it is specifically authorized that the member may vote and take part in the corporation activities thirty (30) days after receipt of the required certified copy evidencing ownership and payment of any dues, assessments, penalties, fines, or other levies against the purchased lot.

ARTICLE XII
INCORPORATOR

The name and post office address of the incorporator is as follows:

Dunbar Construction, LLC
P.O Box 78135
Baton Rouge, LA 70837

**ARTICLE XIII
BOARD OF DIRECTORS**

The names and addresses and officers and the first Board of Directors are as follows:

- 1. Justin Jackson - President
~~P.O. Box 78136~~ 6197 Morgan Road
~~Baton Rouge, LA 70837~~ Greenwell Springs, LA 70739
- 2. Jonathan Starns - Vice President
8440 Jefferson Hwy, Ste. 100
Baton Rouge, LA 70809
- 3. Brandon Dodson - Secretary-Treasurer
~~P.O. Box 494~~ 6858 Micah's Way
~~Baton Rouge, LA 70837~~ Greenwell Springs, LA 70739
- 4. Dwayne Gafford - Board Member
13310 Wood Creek
Baton Rouge, LA 70818
- 5. Casey Patterson - Board Member
6199 Morgan Road
Greenwell Springs, LA 70739

JJ

JJ

This Board shall serve until the first annual meeting of the membership of the corporation or until their successors are elected and qualified.

**ARTICLE XIV
NOTICES TO HOLDERS OF MORTGAGES**

The corporation shall give to each institutional holder of a first mortgage on a lot in a filing or subdivision covered by Restrictions which has made a request therefor, identified by lot and filing number, a thirty-day written notice of intent to (a) abandon or terminate the performance of its duties and obligations under Restrictions which affect the lot for which notice has been requested; (b) materially amend these Articles of Incorporation or the Restrictions of

the corporation; or (c) to change from professional management to self management of any property managed by the corporation or vice versa.

ARTICLE XV
INDEMNIFICATION

Each director and each member of the Architectural Control Committee of Cypress Lakes Estates Subdivision established by Restrictions (collectively, "the Committee") shall be indemnified by the corporation 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 an officer or director of the corporation or a member of the Committee at the time such expenses are incurred, unless the officer or director or member of the Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. In the case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the corporation's and the Committee's best interests. The above described right of indemnification shall not be exclusive of all other rights to which such officer or director or member of the committee may be entitled but shall be in addition to such other rights.

ARTICLE XVI
DISSOLUTION

The corporation may be dissolved with the consent given in writing and signed by not less than three-fourths (3/4) of the members; Upon dissolution of the corporation; other- than as incident to a merger or consolidation, the assets of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to these for which the corporation was

created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, trust, or other organization to be devoted to such similar purposes.

ARTICLE XVII
AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended at a general membership meeting held pursuant to a special ten-day (10) notice of the amendments to be proposed. Either the Board of Directors or the members of the corporation may originate a proposed amendment. The requirements of a general membership meeting to change these Articles may be waived in writing by three-fourths (3/4) of the members of this corporation.

An amendment shall not be effective until it has received the approval of not less than two-thirds (2/3) of the entire membership of the Board of Directors and not less than three-fourths (3/4) of the members of this corporation. No amendment, notification, supplement or deletion shall be effective if it violates any of the provisions of Restrictions.

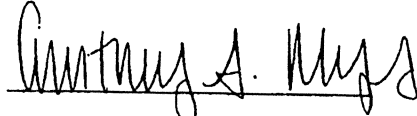
ARTICLE XVIII
LIMITS OF LIABILITY

No member of the corporation shall ever be held liable or responsible for contracts, debts, or defaults of the corporation in any further sum than the unpaid dues, if any, owed by him to the corporation (excepting assessments, charges, and fines provided for in Restrictions) nor shall any mere informality in organization have the effect of rendering those Articles of Incorporation null and void or of exposing the members to any liability other than above provided.

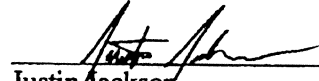
THUS DONE AND PASSED in Baton Rouge, Louisiana, on the 24th day of May, 2017, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

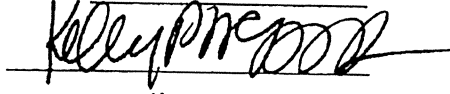
Dunbar Construction, LLC



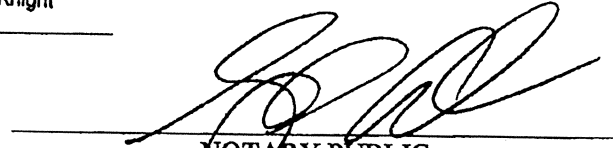
Name: **Courtney S. Myers**



Justin Jackson
Title: Member



Name: **Kelly P. McKnight**



NOTARY PUBLIC

My Commission Expires At My Death

Gregory D. Cahillan
Notary Public, Bar Roll #27984
East Baton Rouge Parish
State of Louisiana
My Commission is for Life

THIS DOCUMENT NOT
PREPARED BY
THE UNDERSIGNED NOTARY
ATTESTING TO SIGNATURES ONLY

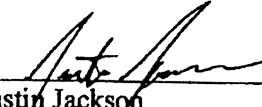
**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED REGISTERED AGENT
ACT 769 OF 1987**

To the State Corporation Department
State of Louisiana

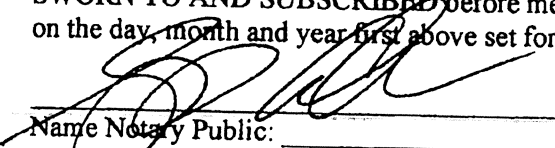
STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 24th day of May, 2017, before me, a Notary Public in and
Justin Jackson
for the State and Parish aforesaid, personally came and appeared ~~Lee Foster~~, who is to me known
to be the person, and who, being duly sworn, acknowledged to me that he does hereby accept
appointment as the Registered Agent of Cypress Lakes Estates Subdivision Property Owner's
Association, INC., which is a corporation authorized to transact business in the State of
Louisiana pursuant to the provisions of Title 12, Chapters 1, 2 and 3.


Name: Justin Jackson
Title: Registered Agent

SWORN TO AND SUBSCRIBED before me,
on the day, month and year first above set forth.


Name Notary Public: _____
Bar Roll/Notary #: _____
Commission expires: _____

Gregory D. Callihan
Notary Public, Bar Roll #27981
East Baton Rouge Parish
State of Louisiana
My Commission is for Life

**THIS DOCUMENT NOT
PREPARED BY
THE UNDERSIGNED NOTARY
ATTESTING TO SIGNATURES ONLY**

**ACT OF RESTRICTIONS FOR "CYPRESS LAKES ESTATES"
SUBDIVISION, A PLANNED UNIT DEVELOPMENT**

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

1ST FILING RESTRICTIONS AS STATED;

City of Central
East Baton Rouge Parish
Louisiana

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY
Kinda Put
DEPUTY CLERK AND RECORDER

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR CYPRESS LAKES
ESTATES SUBDIVISION, A PLANNED UNIT DEVELOPMENT AND
DEDICATION AND TRANSFER OF COMMON AREAS OR COMMON
PROPERTIES**

State of Louisiana

Parish of East Baton Rouge

BE IT KNOWN, that on this 7th day of August, 2017, before me, the undersigned notary, and in the presence of the undersigned competent witnesses, personally came and appeared:

DUNBAR CONSTRUCTION L.L.C., a Louisiana limited liability company domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its Members, Justin Jackson and Reid Alexander, duly authorized pursuant to a Certificate of Authority on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, who declares its mailing address to be P.O. Box 78135, Baton Rouge, Louisiana 70837, hereinafter referred to as "Developer," and **CYPRESS LAKES ESTATES SUBDIVISION PROPERTY OWNER'S ASSOCIATION, INC.**, a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its undersigned President, duly authorized, hereinafter referred to as "the Association."

Who, after first being duly sworn, did depose and say that the Developer is the owner of the following real property, to wit:

SEVENTY-FIVE (75) CERTAIN LOTS OR PARCELS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of East Baton Rouge, Louisiana, in that subdivision thereof known as **CYPRESS LAKES ESTATES SUBDIVISION, A PLANNED UNIT DEVELOPMENT**, and being designated on the official plat thereof on file and of record as Original 248, Bundle 12826, in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, as **LOT NUMBERS**

ONE (1) THROUGH SEVENTY-FIVE (75), INCLUSIVE, said subdivision; said lots having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on the official subdivision plat (the "Property").

By this act ("these restrictions"), the Developer imposes upon the Property the obligations, covenants, restrictions, servitudes and conditions, hereinafter set forth:

1. DEFINITIONS

1.1 ASSOCIATION. The term "the Association" as used in these restrictions shall mean and refer to Cypress Lakes Estates Property Owners' Association, Inc.

1.2 COMMITTEE. The term "the Committee" as used in these restrictions shall mean and refer to the Architectural Control committee of Lots 1-75 of Cypress Lakes Estates Subdivision, First Filing, and any Additional Property.

1.3 COMMON AREAS OR COMMON PROPERTIES. The term "Common Areas or Common Properties" as used in these restrictions shall mean and refer to the properties designated as Common Properties or Common Areas (but expressly excluding Tract TP) on the Final Plat of Cypress Lakes Estates Subdivision.

1.4 LOT. The term "Lot" as used in these restrictions shall mean and refer to any of Lots 1 through 75, First Filing, and Additional Property, as shown on the final plat of the Property with the exception of Common Properties.

1.5 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.

1.6 ADDITIONAL PROPERTY. The term "Additional Property" shall mean any property adjacent to the property shown in the Final Plat for the First Filing or in the Final Plat of subsequent filings made subject to the provisions of these Restrictions from time to time by amendment hereto, recorded in the Records of the Clerk of Court in and for the Parish of East Baton Rouge, Louisiana.

1.7 ARTICLES. The term "Articles" shall mean the Articles of Incorporation of the Cypress Lakes Estates Property Owner's Association.

1.8 BOARD. The term "Board" shall mean the Board of Directors of Cypress Lakes Estates Property Owner's Association.

1.9 BY LAWS. The term “By Laws” shall mean the By Laws of the Cypress Lakes Estates Property Owner’s Association.

1.10 COMMON EXPENSES. The term “Common Expenses” shall mean the actual and estimated expenses of maintaining the Common Areas as well as the landscaping, signage and utilities located within the Sign & Fence Servitude and Median at the front entrance, as depicted on the Final Plat, together with the actual and/or estimated expenses for operating the Association, including any reasonable legal, accounting and/or other necessary expenses; any expense of the Association for which proposed assessments may be levied under these Restrictions.

1.11 DEVELOPER. The term “Developer” shall be defined as the developer of Cypress Lakes Estates subdivision known as Dunbar Construction, LLC.

1.12 DWELLING. The term “Dwelling” shall mean any improved property intended for use as a single family detached dwelling located in the Subdivision. All Dwellings shall be considered Structures, as defined herein.

1.13 LIVING AREA. The term “Living Area” shall mean enclosed and covered areas within a Dwelling that is mechanically heated and cooled, exclusive of garages, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas and attics.

1.14 FINAL PLAT. The term “Final Plat” shall mean, individually and collectively, those certain Plats of Cypress Lakes Estates subdivision for the First Filing and any subsequent filings made on Additional Property, approved by the City of Central, Parish of East Baton Rouge and reflecting the Lots for the entire development and which are recorded in the official public records of the Parish of East Baton Rouge, Louisiana.

1.15 PRIVATE SERVITUDE OF ACCESS. Shall mean the areas shown on the Final Plat, which shall be used for ingress and egress to Lots, Common Areas, Parks and Green Spaces, as well as areas for traffic signs, drainage facilities, utilities and/or any and all other purposes.

1.16 RESTRICTIONS. The term “Restrictions” shall mean the covenants, conditions, restrictions, servitudes and all other provisions set forth in this document as well as the Manuel, as amended from time to time.

1.17 STRUCTURES. The term “Structures” shall mean (i) anything or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any Dwelling, building or part thereof, garage, porch, gazebo, shed, greenhouse, covered or uncovered patio, swimming pool, pool enclosure, bathhouse, tennis court, fence, curbing, paving, wall, tree, shrub, signboard, mailbox, driveway; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across and Lot, and (iii) any change in grade at any point on a Lot of more than six (6) inches.

1.18 VIOLATOR(S). The term “Violator” shall mean a Person or Persons, whether natural or juridical, who does not adhere to the protective covenants, conditions and restrictions set forth in these Restrictions, the Manuel or the rules and regulations promulgated by the Association.

2. 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 improvements of each Lot; to protect the 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 the Owners.

2.2 NATURE AND EXTENT. All obligations, covenants, restrictions, servitudes and conditions of these restrictions, including with limitation, the assessment, fine 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 Association and the obligation to honor and abide by each obligation, covenant, restriction, servitudes, 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 the 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, with limitation, those dealing with 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 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, with limitation, those which may be deemed or determined to be vague or indefinite.

3. THE ASSOCIATION

3.1 FORMATION AND PURPOSE. For the efficient preservation of the values and amenities in the Property, the Developer does hereby delegate and assign the powers of administering and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions and for collecting and disbursing the assessments and fines created by these restrictions to 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, 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 Properties on the terms and conditions set forth herein.

3.2 MEMBERSHIP. Every owner, including the Developer, shall be a member of the Association under such restrictions as set forth in these Restrictions, the Articles and the By Laws of the Association. In the event that ownership of a Lot is transferred, or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificate or other evidence of such membership. Each Owner, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of Additional Property to the terms of the Restrictions as provided herein.

3.3 VOTING RIGHTS. The Association shall only have one class of membership. Owners 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 Lot. An Owner, including the developer, owning more than one Lot shall be entitled to one vote for each Lot owned.

3.4 INITIAL ANNUAL ASSESSMENT. The initial annual assessment is hereby determined by the Developer to be \$700.00, beginning on January 1, 2017. The initial four builders (AP Dodson, Dunbar Construction, Gafford Builders and Patterson Homes) shall be excluded from payment of any annual assessments until June 1, 2018, but it is noted that upon selling homes a prorated assessment shall be allocated to the date of sale and paid by Purchaser of home. It is further noted that upon completion of the development to a point where all services and maintenance has been expensed for a period of 12 months, that Developer or Association shall have a one-time right to re-assess the dues without a vote of owners so long as the new assessed rate does not exceed an increase greater than fifty (50%) percent of the initial annual assessment amount.

3.5 ENFORCEMENT. Enforcement of these Restrictions shall be by a proceeding initiated by any Owner of the Association, when directed by the Board, against any Violator, either to restrain or enjoin such violation or to recover damages for the violation or both or to enforce any lien created by this instrument. The Association, and each of its Board members, shall have an election right, but not an obligation or duty, to enforce these Restrictions by a proceeding or proceedings at law or in equity. Failure by the Association or any party to enforce any violation hereof shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the party seeking to enforce these Restrictions shall be entitled to recover reasonable attorney's fees from such Violator. With respect to any litigation brought against the Board or the Association arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, the Board or the Association and/or its members or representatives so sued shall be entitled to recover their reasonable attorney's fees from the person or entity bringing such action against it or them if the Board or Association wins the suit or is dismissed from the suit. Enforcement of these Restrictions is not intended to delay the closing of any sale of any Lot. Instead, Enforcement shall be achieved solely by civil remedies.

3.6 IMPOSITION OF FINES. In the event that any Owner fails to cure or fails to commence and proceed with diligence to complete the work necessary to cure any violation of these Restrictions contained herein within ten (10) days after receipt of written notice from the Association or the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a reasonable fine (the "Violation Fine") in such amounts as established by the Board. If, after the imposition of the Violation Fine, the violation has not been cured or the Owner has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine in such amounts as established by the Board. There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against an Owner for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorney's fees, shall be a continuing lien upon the Lot against which such Violation Fine is made and shall be considered an individual special assessment. In no event shall payment of a fine be deemed as a waiver of such violation or considered a cure of the violation.

3.7 PREVENTION OF USE OF COMMON AREAS AND COMMON PROPERTIES. In Addition to all other rights granted herein to the Board and the Association for the purpose of carrying out these Restrictions, the Board may, upon its own motion or by request from the Committee, prevent any Owner and their Guests from using any Common Area or Common Property or its facilities if the Owner fails to pay assessments after notice from the Board that assessments owed by the Owner are past due for, at minimum, thirty (30) days or if the Owner otherwise violates these Restrictions.

3.8 ACCEPTANCE. Each Owner, by acceptance of a deed conveying title to a Lot, shall accept such title upon and subject to these Restrictions and the jurisdiction, rights and powers of the Board and the Association whether or not it shall be so expressed in any such deed; and by such acceptance, shall for themselves, their heirs, personal representatives, successors and

assigns, covenant, consent and agree to keep, observe, comply with and perform all obligations set forth in these Restrictions.

4. ARCHITECTURAL CONTROL COMMITTEE

4.1 FORMATION AND PURPOSE. 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 Committee to perform the duties set forth below.

4.2 COMMITTEE MEMBERSHIP. The Committee shall eventually consist of three (3) members who shall be appointed annually by the association. However, until one hundred percent (100%) of the Lots subject to these restrictions have been built, completed and transferred to Owners who will occupy the homes as their principal residences, the Committee shall be the Developer and the management company of choice by Developer. Should the Developer or its appointed management company resign without the appointment of a qualified successor, the Committee membership shall be filled by the Association.”

4.3 SUBMISSION OF PLANS. Prior to the 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, landscaping, kennels, playhouses and other significant improvements which must conform in all respects to these restrictions 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 the 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, finishes and designs, together with brick specifications (color and size), roof specifications (color and style) and all exterior surface and trim colors; and
- (b) A plot plan showing the location of all improvements and designating any trees which the Owner proposes to remove; and
- (c) A floor plan showing the square footage of the heated and cooled area and the total square footage of the building.
- (d) A landscape sketch showing the bed locations for landscape installation, plant make-up and location, schedule of plants (must include minimum of thirty (30) three

(3) gallon plants and minimum of fifteen (15) one (1) gallon plants), trees and shrubbery (must include minimum of one (1) street side class "A" Nuttall Oak tree, minimum of two (2) thirty (30) gallon trees and minimum of three (3) fifteen (15) gallon shrubs), note: entire yard must be sodded; and

(e) A plan showing any pool, pool house or patio area with specifications which must show all materials, finishes and designs, along with all trims and colors.

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 Association for a period of five (5) years from date of submission.

4.4 REVIEW OF PLANS. The committee's approval or disapproval of the plans or proposals shall be by majority vote and shall be in writing. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it any time within thirty (30) days of submission shall constitute approval thereof. The Committee shall have the power and authority to assess fees, including a Plan Review Fee, Inspection Fee and Construction Damage Fee to be approved and issued by the Board.

4.5 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 resubmit to the Committee a current set of plans and specifications for approval pursuant to these restrictions.

4.6 STANDARDS FOR REVIEW. In approving or disapproving such plans, the Committee shall require new construction, repair or remodeling to be consistent with these restrictions. 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 on the property to the extent that such existing construction, repair and remodeling do not to any extent detract from the value of the Property or any Lot. The committee shall be in their sole discretion and shall be final, binding and nonappealable.

4.7 VARIANCES. The Committee, at its discretion, has the right to approve any waivers, variances or deviations from these restrictions that it deems appropriate, including a reduction of the required square footage not to exceed ten (10%) percent, and any plans on which waivers, variances or deviations are approved must be signed by all members of the Committee.

4.8 INDEMNIFICATION. Each member of the committee shall be indemnified by the Association and Owners of Lots 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 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.

4.9 REFUSAL. The Committee shall have the power and authority along with the Board to disapprove any builder, designer or construction tradesman from building, designing or providing services in Cypress Lakes Estates subdivision, for any reason, at the sole discretion of the Committee and/or Board.

5. COMMON AREAS

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 Properties, to have and to hold the Common Properties 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 Properties.

5.2 OWNER'S SERVITUDE OF ENJOYMENT. Every Owner of a Lot shall have a right and servitude of enjoyment in and to the Common Properties owned now, or in the future, by the Association and such servitude shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association, in accordance with the Articles of Incorporation and by-laws of the Association, to borrow money for the purpose of improving and/or maintaining the Common Properties and in aid thereof to mortgage the Common Properties or any portion thereof;
- (b) the right of the Association to publish and enforce rules governing the use of the Common Properties;
- (c) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties from and against foreclosure;
- (d) the right of the Association to set and charge reasonable fees for the maintenance of the Common Properties; and
- (e) the right of the Association to dedicate or transfer all or any part of the Common Properties 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 the 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 PROPERTIES. The Common Properties are private property dedicated to the use of the Owners, Owners of lots in other filings of Cypress Lakes Estates which are contiguous to the Property, and any other future filings of Cypress Lakes Estates whose restrictions have been accepted by, and are to administered and enforced by, the Association. Motorcycles, motorbikes, trail bikes, off-road motorized vehicles of all sorts, and any other motorized vehicles are prohibited on the Common Properties except for maintenance purposes. Horseback riding is prohibited on the Common Properties. Common Properties may not be used as a dumping place for grass clippings, limbs, and other refuse.

5.4 INSURANCE AND TAXES. The Association shall pay all property taxes assessed against the Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon. The policies of insurance shall be in amounts determined by the Board, but shall be at least One Million Dollars (\$1,000,000.00) and shall name Developer as an additional insured for so long as Developer owns a Lot or Dwelling, or has its option, and a certificate of insurance shall be furnished to Developer.

6. LAKE USAGE

6.1 USE OF THE LAKES. The following provisions are applicable to the lakes located within Cypress Lakes Estates Subdivision or the Common Properties thereof:

- (a) **Boating.** No boats, canoes or other flotation devices are allowed on the lake(s).
- (b) **Fishing.** No fishing in the lake will be allowed without the express consent and approval of a lot Owner or Developer. Beginning March 1 and ending April 16 of each year (bass spawning season), all bass caught during this period shall be immediately released back to the lake without any restraint (ie., bass caught during this period may not be placed back in the lake 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 lake).
- (c) **Lake Shore 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. No docks, piers, or other structures shall extend into the lake(s).
- (d) **Discharge.** Discharge of waste water, heated water, chemicals, toxic materials, or anything other than clean surface water run-off into the lake(s) is prohibited. Use of the lake as a heat exchanger for heating and air conditions systems is prohibited.
- (e) **Erosion Control.** Where any lot borders a lake, prior to any construction activity (including clearing or grubbing) the owner shall install along such border a silt fence (buried in a trench so that silt cannot flow under the same). The silt fence will be maintained by the Lot Owner until the lot is sodded, as specified in section 8.29 of these specifications. No storage of Lot scrapings, building materials or debris shall be on the lake side of the silt fencing.

7. MAINTENANCE ASSESSMENTS

7.1 CREATION OF ASSESSMENT. Each Owner of a Lot, by recordation of any act transferring title of a Lot 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; and (b) special assessments for capital improvements and/or me costs, 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 hereafter provided. The obligation to pay each such assessment, together with the interest thereon and collection thereof as hereinafter provided, shall be both a real obligation associated with each Lot and also a personal obligation of the Owner of each lot at the time when the assessment fell due.

7.2 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 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 maintenance, repairs and additions to, and replacement of the Common Properties and improvements located thereon or used in connection therewith, including, with limitation, keeping medians and Common Properties mowed and free of litter and debris, maintaining the entrance to the subdivision, maintaining the subdivision sign, maintaining the landscaping located in the medians or entrance of Cypress Lakes, and for the cost of services, labor, equipment, materials, postage, management and supervision incurred in connection with the Common Properties and private servitudes of access set forth herein and in any way connected with the fulfillment of the purposes set forth above.

7.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Beginning January 1, 2017, the annual assessment shall be \$700.00 per Lot. From and after January 1, 2017, the annual assessment may be increased by a vote of the Owners, as hereinafter provided, for the next succeeding year and again for each successive one-year period thereafter. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, set the amount of the annual assessment for any year at a lesser amount. However, the developer shall not be bound to pay any assessments.

7.4 SPECIAL ASSESSMENTS. In addition to the annual assessments authorized by section 7.3 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 portion of the Common Properties 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 Lot) 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.

7.5 CHANGE IN BASIS AND MAXIMUM ANNUAL ASSESSMENTS. Subject to the limitations in 7.3 hereof, and for the periods therein specified, the Association may change the maximum

and basis of the assessments fixed by 7.3 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 Lot) 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.

7.6 QUORUM FOR ANY ACTION AUTHORIZED UNDER 7.4 AND 7.5. The quorum required for any action authorized by 7.4 and 7.5 hereof shall be as follows: At the first meeting called, as provided in 7.4 and 7.5 hereof, the presence at the Association meeting of Owners or of proxies entitled to cast sixty (60) percent of all the votes (by Lot) of the Owners of all Lots 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 7.4 and 7.5 hereof, 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 no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments shall be collected in advance and shall become due and payable for the year of January 1 of each year, beginning on January 1, 2017. If the Developer sells a Lot after January 1, 2017, the assessment shall be paid in full by Purchaser for that calendar year.

7.8 DUTIES OF THE BOARD OF DIRECTORS REGARDING ASSESSMENTS. The Board of Directors of the Association shall keep a roster of the Lots 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 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. In the case of a sale by the Developer subsequent to January 1, 2017, notice shall be mailed to the Owner within sixty (60) days after the recordation of the sale and the prorated assessment shall be due and payable within fifteen (15) days of 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.

7.9 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 late fees, interest and costs of collection thereof as hereinafter provide. Payment of each assessment, charge or expense is to be a real obligation running with each Lot 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 Lot 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 be entitled to late fee(s) equal to ten percent (10%) of the amount due and shall also 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 Lot 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 Parish, Louisiana, identifying the nature and amount of the assessments, charges or expenses which have not been paid, a description of the Lot or Lots 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 Lot or Lots 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 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 Lot and its Owner for the amount of the unpaid assessment, charges or expenses together with legal interest thereon from the date due and reasonable attorney's fees.

7.10 EXEMPT PROPERTY. The following property subject to these restrictions 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 so long as said Lots are owned by the Developer and are not constructed upon nor occupied;
(b) any part of the Property dedicated to and accepted by the local public authority; and
(c) all Common Areas or Common Properties

7.11 MUNICIPAL ENFORCEMENT. The City of Central shall have the right, but not the obligation, to enforce the Association's maintenance obligations with respect to the Common Areas or Common Properties and improvements as set forth in Section 7.2 above.

8. PROTECTIVE COVENANTS

8.1 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. No further subdivision shall be permitted on any lot. Apartment houses and lodging houses are prohibited. No manufactured mobile homes shall be allowed on any Lot of the subdivision. 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, with limitation, any "community home" as defined in La. R.S. 28:477 or "special home" as defined in the City-Parish Unified Development Code), 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 Lots shall be considered as one Lot for the purpose of these restrictions except for voting and assessment purposes.

8.2 APPROVAL OF PLAN AND BUILDER BY ARCHITECTURAL CONTROL COMMITTEE. Prior to commencement of any work on a Lot, including grading or clearing (other than weed or trash removal) the Owner thereof shall have received approval of all plans in accordance with Section 4 of these restrictions. Each residence or building must be built by a licensed building contractor or a builder approved by the Architectural Control Committee.

8.3 BUILDING SIZE. Except as otherwise provided, no residence may be built or occupied having less than one thousand six hundred fifty, (1,650) square feet of heated and cooled living area on any Lot. 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. No building on a Lot shall exceed two (2) stories. Homes having two stories shall have a minimum of one thousand, four hundred fifty (1,450) square feet of living area on the ground floor.

8.4 CAR STORAGE. Each residence built or constructed on a Lot shall have a carport or garage which shall accommodate not less than two (2) nor more than three (3) cars. Carports must be located on the rear of the residence. Enclosed garages are permitted on the side of the residence with the restriction that the entrance door(s) are approved by the Architectural Control Committee and the front of garage shall be at a minimum setback of fifteen (15') feet from the front elevation of the residence, unless otherwise approved in writing by the Committee. Corner lots shall have a garage with a closing garage door (electronically operated) which shall accommodate not less than two (2) nor more than three (3) cars and must be enclosed from all side views and load from the side street. Developers shall have the right to approve car storage to fit lot dimensions.

8.5 EXTERIOR DOORS AND WINDOWS. All exterior doors must be made of a paint or stain grade finish material. Any windows which are visible from a street (including the side street in the case of a corner lot) shall be made of a paint or stain grade material. Standard vinyl or aluminum windows may be used in other areas of the house.

8.6 ROOFING. Roof shingles shall be 25-year architectural laminate shingles or better. Standing seam metal roofing is permissible upon approval of committee. All roofing color selections and roof pitches shall be approved in writing by the Committee.

8.7 EXTERIOR WALL COVERINGS. A minimum of twenty percent (20%) of the total area of the house must be brick. A garage shall be faced with brick, hardi-plank siding or stucco. No masonite or vinyl siding will be allowed.

8.8 DRIVEWAYS AND SIDEWALKS. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted for use on driveways. It shall be the obligation of each individual builder to install the portion of the sidewalk located on the lot and maintain curbing which is on or adjacent to the property. Upon the residence being sold, it shall become the responsibility of the Lot Owner to maintain the condition of sidewalks and curbs located on the property.

8.9 SERVITUDES AND RIGHT-OF-WAY. Servitudes and rights-of-way shown on the Final Plat are dedicated to and subject to the uses as shown by the dedication language contained on the Final Plat and as set forth herein. Any servitudes and right-of-ways located on a Lot shall be maintained by the Lot Owner.

8.10 BUILDING SETBACK LINES. Unless approved in advance by the Committee (and provided that the placement on said Lot does not violate any zoning or subdivision ordinances or regulations), no residence, car storage structure or outbuilding shall be built nearer than ten (10') feet to the front line of a lot; eight (8') feet to the sideline of a lot being seventy (70') foot wide or greater and five (5') feet to the sideline of a lot being less than seventy (70') foot wide in which on such lots must have at least three (3') foot of clearance between any mechanical equipment and the sideline of the lot; or twenty (20') feet to the rear line except as may otherwise be shown on the official Final Plat. Homes that have garage doors facing the street shall design accordingly so that the garage door is no closer than twenty-five (25') feet from the road right of way line as shown on the final plat. Front and rear minimum building setback lines shall be in accordance with the Final Plat and in accordance with the Subdivision Regulations and Zoning Ordinances of the City of Central, Louisiana, in effect on the date of these restrictions.

8.11 SINGLE RESIDENCE. No trailer, basement, shack, garage, garage apartment, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, except that garage apartments (where the Committee has approved the construction of such) may be occupied as a residence for domestic servants for, or family members of the occupants of the main residential premises. No structure may be occupied as a residence until its exterior is completely finished.

8.12 ANIMALS. No animals, livestock, poultry or birds 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 that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred or maintained otherwise in accordance with law.

8.13 REFUSE. No trash, ashes or any other refuse may be thrown or dumped on any vacant Lot. No building materials may be stored on any Lot except during the construction period of a residence thereon.

8.14 LOT MAINTENANCE. The Lot Owner of each Lot shall keep the grass, weeds and vegetation on said Lot mowed at regular intervals so as to maintain the same in a neat and attractive manner. If the Lot is not mowed and kept clean by the Owner, then said Lot may be

mowed monthly by the Association and the Owner of such Lot shall be billed a minimum of \$60.00 per mowing.

8.15 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 all debris and temporary structures shall be removed from the premises immediately. Garden compost must be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

8.16 SIGNS. No signs of any kind or description, other than "Real Estate For Sale" signs and signs designating those involved in the construction of any residential homes in the Subdivision (all not exceeding six (6') square feet in size), shall be displayed on any Lot. The Developer and Builders are exempted from this restriction during home construction.

8.17 FENCES. No fence or wall shall be constructed nearer to the street than the appropriate building setback line. No fence or wall shall be constructed nearer to the street on which the house faces than the front of the house, regardless of setback lines provided for herein. No fence or wall shall exceed six (6) feet in height. Chain link fences and concrete block fences (not covered by stucco) are prohibited. Fences which are visible from the street shall be wood, brick, stucco, wrought-iron, aluminum slat or a combination thereof approved by the Committee. Wooden fences and fence posts (aluminum posts are not allowed) shall be made of cedar and all sides must be shadowbox style. In the case of fences erected by the Developer or Builder, it shall be the responsibility of each Lot Owner to maintain and repair that portion of such fence which the Developer or Builder has constructed along each rear Lot line.

8.18 SATELLITE DISHES. No satellite dishes larger than 24" in diameter shall be allowed without the prior written approval of the committee.

8.19 MAILBOXES & PLAQUES. The Developer has designated a type of mailbox, including mounting post as to design, construction, material and color to be used for all Lots in Cypress Lakes subdivision. The style of mailbox is_B-4. When a house is built on any Lot, the Owner thereof shall only use the Cypress Lakes approved mailbox. Approved mailboxes are to be purchased through **Aluminum Accents, LLC**, which is Cypress Lakes approved vendor (225-278-3967).

Plaques: The developer has also designated a specific custom powder coated address plaque that must be used on all homes in Cypress Lakes subdivision. The style of plaque is Williamsburg. This plaque will have the address to the residence along with the street name. It will be a monolithic custom poured cast aluminum powder coated plaque. The color of this plaque shall be bronze gold. This plaque shall be located on either side of the front entrance. Approved custom plaques are to be purchased through **Aluminum Accents, LLC**, which is Cypress Lakes approved vendor (225-278-3967). The only numbers allowed on any home in

Cypress Lakes subdivision will be adhesive and temporary until time of occupancy when the custom plaque must be installed.

8.20 PARKING, TRAILERS AND RV'S. No cars of residents of a house on any Lot and no mobile homes, recreational vehicles, trailers, school buses, boats, motor homes, or trucks or other vehicles 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 any street (front or side) contiguous to the Lot.

8.21 ANTENNAS, OUTSIDE LIGHTING AND OUTSIDE SOUND. No outside television antenna, radio antennas, or similar structures or devices shall be allowed without the prior written consent of the Committee. Antennas will under no circumstances be permitted on any Lot in such a manner as to be visible from any street (front or side) contiguous to the Lot. No antennas, outside lighting or outside sound shall be used in such a manner as to create an offensive condition for the neighbors or neighborhood.

8.22 FIREPLACE FLUES. Uncovered metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be completely enclosed on all sides with Hardi Plank siding, brick or stucco. All fireplaces must have a chimney cap made of brick, anodized aluminum, copper or other material that may be previously approved by the Committee.

8.23 CEILING HEIGHTS. All residences shall be constructed with the ceilings on the ground floor not less than nine (9') feet in plate height. All garages shall have a plate height not to exceed twelve (12') feet.

8.24 ROOF PITCH. The minimum roof pitch shall be 9/12, except for shed roofs which shall be at least 5/12, unless otherwise approved by the Committee.

8.25 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 vegetable garden for use by a single household may be located on a Lot provided that it is not visible from any street.

8.26 CONCRETE TRUCKS. Washing out of concrete trucks shall be on the Lot being poured and not on any other area of the Property or any other Lot, unless other Lot is owned by same owner. Failure to comply with this procedure shall be considered, a violation of these restrictions and each Owner who knowingly violates this restriction agrees to pay the Association the sum of Five Hundred and No/100 (\$500.00) Dollars for each violation of this restriction as liquidated damages;-however, this monetary damage provision shall not prohibit the Developer, the Association or any other Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and personal obligation of the Owner of the Lot at the time violation. If such fine is not paid within thirty (30) days of the dated notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for costs and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment

of an assessment set forth in Section 7.9 of these restrictions.

8.27 SOIL CONDITIONS. It shall be the sole responsibility of each Lot Owner, prior to construction of any structure on any Lot, to satisfy himself regarding the nature and bearing capacity of the soils on the Lot for the particular purpose being considered. The Developer, Committee and Association make no warranty regarding and shall have no responsibility for any soil conditions nor for any damage caused by any soil conditions, such being the sole responsibility of the Lot Owner.

8.28 LANDSCAPING. A landscape sketch and specifications as per section 4.3(d) showing the name and placement of plant material, as well as quantity and size shall be submitted to the Committee for approval. Landscape sketches should be submitted with house plans for approval (such sketch may be drawn on a copy of the plot plan). Upon completion of improvements and prior to occupancy, the entire (front, sides and rear) yard shall be sodded and landscaping shall conceal air conditioning condenser units, utility boxes, gas/electrical meters, generators, pool equipment, pet housing and any other obstructions otherwise visible from any street, lake, park area or common area.

- (a) The Owner shall plant three (3) trees on the lot. The trees must be a minimum of four inch (4") caliper, measuring at least forty-eight (48") above the ground. One of the required trees shall be of a type and placed in a location on the Lot as specified by the Committee for a street side tree.
- (b) The Owner must plant a minimum of thirty (30) shrubs, at least a three (3) gallon size of each, of which sixty (60%) percent are to be planted in the front yard. This requirement may be altered by the Committee depending on size of material and overall appearance.
- (c) Complete sodding of the entire yard (front, sides and rear) shall be required prior to occupancy of the Dwelling constructed on the Lot. In addition to the front yard, the Lot Owner shall also sod from the front setback line to the back of the street curb. For any Lot which is contiguous and/or adjacent to a servitude area, the Owner of such Lot shall also sod the entirety of such servitude area, unless granted a waiver in writing by the Committee. If weather does not allow sodding to be completed prior to occupancy of the Dwelling, then an additional \$2,500.00 Construction Deposit shall be required upon occupancy, which shall be returned to Owner when installation of the sod is complete, but such sodding shall be completed within sixty (days).
- (d) All air-conditioning compressors, utility boxes, generators, gas/electrical meters, pool equipment, pet dwellings and compost areas must be visually screened from the street, lake, park area or common areas by appropriate fencing, screening or landscaping. Details shall be submitted with the Landscape Sketch to the Committee for approval. If landscaping is used for such screening, plant materials must be at least as high as the units being screened. Evergreen plants shall be used for screening purposes and must be of a type that does not "dieback or meltdown" in freezing temperatures. All of such screening must be completed prior to occupancy of the Dwelling.
- (e) Any Lot Owner who does not complete said landscaping prior to the date of occupancy shall pay a fine of \$500.00 to the Association for each thirty (30) day

period the landscaping restriction is not cured after date of occupancy. The Association shall have the right and authority to place liens against said Lot to enforce payment of such fines, there shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against an Owner for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorney's fees, shall be a continuing lien upon the Lot against which such Violation Fine is made and shall be considered an individual special assessment. In no event shall payment of a fine be deemed as a waiver of such violation or considered a cure of the violation.

9. GENERAL PROVISIONS

9.1 STRICT INTERPRETATION OF RESTRICTIONS. These restrictions, including all obligations, covenants, conditions, restrictions and servitudes 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. 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 in 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 each.

9.4 AMENDMENT AND TERMINATION. Any amendment to or termination of these restrictions, excluding an amendment by Developer to include "Additional Property", prior to expiration of the initial twenty-five (25) year term of duration shall only be by written act executed by 85% 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.

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 public records at the time of mailing.


9.6 SEVERABILITY. Invalidation of any one of these reservations, restrictions, covenants or conditions by judgement or court order shall in no way affect any other provision of then restrictions, all of which shall remain in full force and effect.

9.7 RIGHT OF FIRST OF REFUSAL. Commencing with the date of the execution of any act transferring a Lot, all Owners hereby grant to Developer a Right of First Refusal to re-purchase any Lot if prior to commencing construction of improvements upon the Lot (1) the Owner of the Lot desires to sell; or (2) the Owner of a Lot receives an offer to purchase, which offer the Owner is willing to accept. In either event, Developer shall have the right and option to purchase the Lot for the same price that the selling Owner is willing to accept in the offer or for which the Owner would accept an offer. If an Owner receives a written offer to purchase an unimproved Lot, and the Owner desires to sell on account of the offer, then the Owner shall first give Developer a notice (the "First Refusal Notice") stating that the Owner desires to sell the unimproved Lot based upon the terms and conditions contained within the offer (the "Proposed Terms") together with a copy of the written offer. The First Refusal Notice shall constitute an offer by the Owner to Developer to sell the unimproved Lot to Developer on the Proposed Terms. Developer may accept the offer and agree to purchase the unimproved Lot on the Proposed Terms by delivering to Owner within thirty (30) days after receipt of the First Refusal Notice Developer's unqualified written acceptance to the offer. If the Owner accepts the offer, Developer shall purchase the unimproved Lot from the Owner in accordance with the Proposed Terms. If the Owner does not accept the Developer's offer within such 30-day period, then in that event Owner is free to sell the unimproved Lot solely in accordance with the Proposed Terms. Closing of the sale upon terms other than the Proposed Terms shall be deemed a violation of Developer's Right of Refusal. If the proposed sale is not closed, then Developer's Right of First Refusal shall continue to affect the Lot.

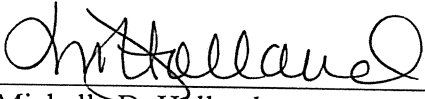
[SIGNATURES ON FOLLOWING PAGE]

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the day, month and year first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:



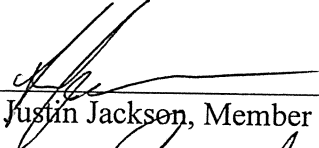
Ashley Langlois



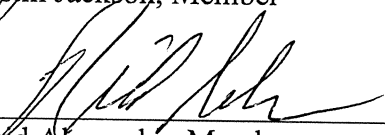
Michelle D. Holland

DEVELOPER:

DUNBAR CONSTRUCTION L.L.C.

By: 

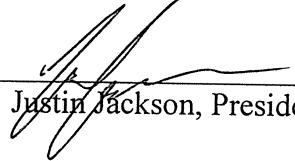
Justin Jackson, Member

By: 

Reid Alexander, Member

ASSOCIATION:

CYPRESS LAKES ESTATES PROPERTY
OWNER'S ASSOCIATION, INC.

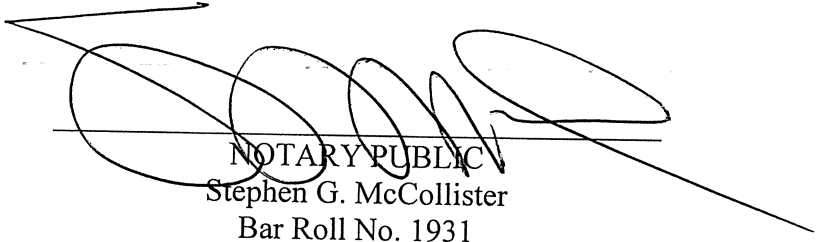
By: 

Justin Jackson, President

Attest:



Brandon Dodson, Secretary-Treasurer



NOTARY PUBLIC
Stephen G. McCollister
Bar Roll No. 1931

ORIG: 061 BNDL: 12832
8/8/2017 10:49:51 AM

ACT OF CONVEYANCE AND CONTRIBUTION

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY
BY *KindaPet*
DEPUTY CLERK AND RECORDER

BEFORE ME, the undersigned Notaries Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

DUNBAR CONSTRUCTION L.L.C., a Louisiana limited liability company domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its Members, Justin Jackson and Reid Alexander, duly authorized pursuant to a Certificate of Authority on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, who declares its mailing address to be P.O. Box 78135, Baton Rouge, Louisiana 70837 (the "Transferor")

who declared that Transferor hereby conveys, transfers and delivers with full warranty of title and with subrogation and substitution to all rights and actions of warranty Transferor may have, unto:

AJSD, LLC, a Louisiana limited liability company domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by all of its Members, Justin Jackson, Brandon Dodson, Jonathan Starns, and Reid Alexander, duly authorized pursuant to a Certificate of Authority on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, who declares its mailing address to be P.O. Box 78135, Baton Rouge, Louisiana 70837 (the "Transferee")

the immovable property described below (the "Property"), the possession and delivery of which Transferee acknowledges:

ITEM ONE:

SEVENTY-FIVE (75) CERTAIN LOTS OR PARCELS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of East Baton Rouge, Louisiana, in that subdivision thereof known as **CYPRESS LAKES ESTATES SUBDIVISION, A PLANNED UNIT DEVELOPMENT**, and being designated on the official plat thereof on file and of record as Original 248, Bundle 12826, in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, as **LOT NUMBERS ONE (1) THROUGH SEVENTY-FIVE (75), INCLUSIVE**, said subdivision; said lots having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on the official subdivision plat.

ITEM TWO:

THOSE CERTAIN COMMON AREAS, together with all improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision thereof known as **CYPRESS LAKES ESTATES SUBDIVISION, A PLANNED UNIT DEVELOPMENT**, and being designated on the official plat thereof on file and of record as Original

248, Bundle 12826, in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, as **TRACTS C-ONE (C-1), C-TWO (C-2) AND C-THREE (C-3)**, said subdivision; said tracts having such bearings and dimensions and as shown on the official subdivision plat.

ITEM THREE:

TWO (2) CERTAIN TRACTS OR PARCELS OF GROUND, together with all improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision thereof known as **CYPRESS LAKES ESTATES SUBDIVISION, A PLANNED UNIT DEVELOPMENT**, and being designated on the official plat thereof on file and of record as Original 248, Bundle 12826, in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, as **UNDESIGNATED TRACT AND TRACT TP**, said subdivision (the "Undesignated Tract" being bounded on the north by Dew Point Avenue, on the west by Sullivan Road, on the south by Lot TC-2 and Tract TP, and on the west by Lot 1); said tracts having such bearings and dimensions and as shown on the official subdivision plat.

SUBJECT TO: The provisions of ACT OF RESTRICTIONS FOR "CYPRESS LAKES ESTATES" SUBDIVISION, A PLANNED UNIT DEVELOPMENT, recorded in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana.

Said property being formally described as follows:

TRACT B-1:

A certain tract or parcel of land **containing 3.617 acres**, being **TRACT "B-1"**, a portion of the John H. Sullivan Property, located in Sections 69, T6S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana, and said tract being shown on a map entitled "Map Showing Resubdivision Of Tracts A & B Into Tracts A-1 & B-1 Being A Portion Of The John H. Sullivan Property Located In Section 69, T6S-R2E, Greensburg Land District East Baton Rouge Parish, Louisiana For Asphalt Enterprises, L.L.C.", prepared by Evans-Graves Engineers, Inc., dated October 4, 2001 and recorded October 16, 2001 as Original 740 Bundle 11279, being more particularly described as follows:

Commencing at a point formed by the intersection of the southerly right-of-way line of Sparkle Drive and the westerly right-of-way line of Sullivan Road; thence proceed North 86°33'20" West, a distance of 575.00 feet to a point and corner; thence proceed North 03°26'40" East, a distance of 60.00 feet to a point and corner; thence proceed North 86°33'20" West, a distance of 742.64 feet to the POINT OF BEGINNING;

Thence proceed South 03°26'39" West, a distance of 930.93 feet to a point and corner;

Thence proceed North 83°00'00" West, a distance of 177.21 feet to a point and a corner;

Thence proceed North 02°36'13" East, a distance of 590.65 feet to a point and corner;

Thence proceed North 50°42'45" East, a distance of 40.99 feet to a point and corner;

Thence proceed North 05°49'22" East, a distance of 249.96 feet to a point and corner;

Thence proceed North 17°55'10" East, a distance of 16.83 feet to a point and corner;

Thence proceed north 04°54'34" East, a distance of 35.52 feet to a point and corner;

Thence proceed South 86°33'20" East, a distance of 139.93 feet to the POINT OF BEGINNING.

TRACT C:

A certain tract or parcel of land **containing 7.239 acres**, being **TRACT "C"** of the John H. Sullivan Property, located in Section 69, T6S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana, and said tract being shown on a "*Survey & Resubdivision of a 49.00 acre Tract of John H. Sullivan Property...*", prepared by John M. Bankston, Jr., P.L.S. dated March 21, 1988, and being more particularly described as follows:

Commencing at a point formed by the intersection of the southerly right-of-way line of Sparkle Drive and the westerly right-of-way line of Sullivan Road; thence proceed North 86°33'20" West, a distance of 575.00 feet to a point and corner; thence proceed North 03°26'40" East, a distance of 60.00 feet to a point and corner; thence proceed North 86°33'20" West, a distance of 407.64 feet to the POINT OF BEGINNING;

Thence proceed South 03°26'39" West, a distance of 951.75 feet to a point and corner;

Thence proceed North 83°00'00" West, a distance of 335.53 feet to a point and corner;

Thence proceed North 03°26'39" East, a distance of 930.98 feet to a point and corner;

Thence proceed South 86°33'20" East, a distance of 335.00 feet to the POINT OF BEGINNING.

TRACT D:

A certain tract or parcel of land **containing 0.918 acres**, being **TRACT "D"** of the John H. Sullivan Property, located in Section 69, T6S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana, and said tract being shown on a "*Survey & Resubdivision of a 49.00 acre Tract of John H. Sullivan Property...*", prepared by John M. Bankston, Jr., P.L.S. dated March 21, 1988, and being more particularly described as follows:

Commencing at a point formed by the intersection of the southerly right-of-way line of Sparkle Drive and the westerly right-of-way line of Sullivan Road; thence

proceed North 86°33'20" West, a distance of 575.00 feet to a point and corner; thence proceed North 03°26'40" East, a distance of 60.00 feet to a point and corner; thence proceed North 86°33'20" West, a distance of 207.64 feet to the POINT OF BEGINNING;

Thence proceed South 03°26'40" West, a distance of 200.00 feet to a point and corner;

Thence proceed North 86°33'20" West, a distance of 200.00 feet to a point and corner;

Thence proceed North 03°26'40" East, a distance of 200.00 feet to a point and corner;

Thence proceed South 86°33'20" East, a distance of 200.00 feet to the POINT OF BEGINNING.

TRACT E-1:

A certain tract or parcel of land **containing 11.276 acres**, being **TRACT "E-1"** of the John H. Sullivan Property, located in Section 69 & 72, T6S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana, and said tract being shown on a plat of survey entitled "The Resubdivision of Tract "E" of the John H. Sullivan Property into Tracts E-1 and E-2, located in Section 69 and 72, T-6-S, R-2-E, G.L.D. East Baton Rouge Parish, Louisiana for Anderson Dunham," prepared by John M. Bankston, Registered Land Surveyor, and recorded on October 2, 1996, with Clerk and Recorder for the Parish of East Baton Rouge, Louisiana, as Original 326, Bundle 10631 and being more fully described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Sullivan Road and the southerly right-of-way line of Sparkle Drive; said point being the POINT OF BEGINNING;

Thence proceed South 09°11'00" West, a distance of 182.72 feet to a point and corner;

Thence proceed along the arc of a curve to the left having a radius of 558.62 feet, a length of 362.52 feet, a chord bearing of South 04°57'13" East, and a chord distance of 356.19 feet to a point and corner;

Thence proceed South 18°23'47" West, a distance of 464.83 feet to a point and corner;

Thence proceed North 83°00'00" East, a distance of 687.83 feet to a point and corner;

Thence proceed North 03°55'22" East, a distance of 923.05 feet to a point and corner;

Thence proceed South 86°33'20" East, a distance of 472.22 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: That portion of Tract E-1 described immediately above

expropriated to the City of Baton Rouge and Parish of East Baton Rouge by Order of Expropriation dated March 30, 2010, rendered in that matter entitled "City of Baton Rouge and Parish of East Baton Rouge vs. Redval Interests, LLC", bearing suit number 589082; Sec. D, 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, recorded as Original 899, Bundle 12227, and as Original 969, Bundle 12320, official records of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana.

TRACT E-2:

A certain tract or parcel of land **containing 10.197 acres**, being **TRACT "E-2"** of the John H. Sullivan Property, located in Section 69 & 72, T6S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana, and said tract being shown on a plat of survey entitled "The Resubdivision of Tract "E" of the John H. Sullivan Property into Tracts E-1 and E-2, located in Section 69 and 72, T-6-S, R-2-E, G.L.D. East Baton Rouge Parish, Louisiana for Anderson Dunham," prepared by John M. Bankston, Registered Land Surveyor, and recorded on October 2, 1996, with Clerk and Recorder for the Parish of East Baton Rouge, Louisiana, as Original 326, Bundle 10631 and being more fully described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Sullivan Road and the southerly right-of-way line of Sparkle Drive; thence proceed North 86°33'20" West, a distance of 472.22 feet to the POINT OF BEGINNING;

Thence proceed South 03°55'22" West, a distance of 923.05 feet to a point and corner;

Thence proceed North 83°00'00" West, a distance of 503.69 feet to a point and corner;

Thence proceed North 03°26'40" East, a distance of 751.75 feet to a point and corner;

Thence proceed South 86°33'20" East, a distance of 200.00 feet to a point and corner;

Thence proceed North 03°26'40" East, a distance of 200.00 feet to a point and corner;

Thence proceed South 86°33'20" East, a distance of 207.64 feet to a point and corner;

Thence proceed South 03°26'40" West, a distance of 60.00 feet to a point and corner;

Thence proceed South 86°33'20" East, a distance of 102.78 feet to the POINT OF BEGINNING.

Subject to all previously recorded building restrictions; servitudes; rights of way; easements; building setback lines; and oil, gas and mineral reservations, conveyances, servitudes and leases of record.

Transferor does hereby transfer and convey to Transferee all movable property or personal property owned by Transferor and situated on the Property, without any warranty as to title or conditions (the "Movable Property").

1. Contribution. The Property and the Movable Property are conveyed by Transferor, on behalf of its Members, Justin Jackson and Reid Alexander, to Transferee as a capital contribution to Transferee by Transferor, on behalf of its Members, Justin Jackson and Reid Alexander, in accordance with the Articles of Organization and the Operating Agreement of Transferee, and Louisiana law, receipt of which is acknowledged.

2. "AS IS" Condition. This transfer is made and accepted subject to all rights, charges and encumbrances affecting the Property including, without limitation, any and all: (i) taxes not yet due and payable; (ii) liens for the current year's property taxes not yet due and payable; (iii) recorded or apparent servitudes or rights-of-way affecting the Property; (iv) building restrictions affecting the Property; (v) discrepancies, conflicts or shortages in area or boundary lines, encroachments, or overlapping of improvements; (vi) rights of parties in possession; (vii) building set back lines affecting the Property; (viii) building ordinances and zoning ordinances affecting the Property; (ix) riparian rights; (x) mineral leases, mineral servitudes, and other mineral rights affecting the Property, and (xi) other covenants, conditions, reservations, leases, exceptions, rights of way, servitudes, and easements affecting the Property.

Transferee acknowledges and agrees that the Property is being transferred by Transferor to Transferee as is, where is, with all faults, and without any warranties, express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability. Transferee acknowledges and agrees that Transferor has made no representation, warranty or guaranty, express or implied, oral or written, past, present or future, of, as to, or including: (a) the condition or state of repair of the Property, including, without limitation, any condition arising in connection with the generation, use, transportation, storage, release or disposal of hazardous substances (which includes all substances listed as such by applicable law, all pollutants or contaminants, whether harmful or not, petroleum and natural gas and their components and distillates, asbestos and naturally-occurring but harmful substances such as methane or radon) on, in, under, above, upon or in the vicinity of the Property; (b) the quality, nature, adequacy and physical condition of the Property, including but not limited to, the structural elements, environmental issues, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, plumbing, sewage, and utility systems and facilities; (c) the quality, nature, adequacy and physical conditions of soils and geology and the existence of ground water; (d) the existence, quality, nature, adequacy and physical conditions of utilities serving the Property; (e) the development potential of the Property, its habitability, merchantability, or the fitness, suitability or adequacy of the Property for any particular purpose; (f) the zoning or other legal status of the Property; (g) the Property or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person of entity; (h) the quality of any labor and materials.

Transferee hereby acknowledges and declares reliance solely on its own inspection and evaluation of the Property and not on any warranties or representations, express or implied, from Transferor. Any and all warranties, express or implied, with respect to the Property, including but not limited to those related to the condition or fitness of the Property for a particular purpose, are hereby disclaimed by Transferor and are hereby expressly waived by Transferee (other than warranty of title).

Transferee shall have absolutely no right or cause of action against Transferor, whether in tort, contract, quasi-contract or otherwise, to assert in any controversy or litigation any claim or demand arising from the sale or purchase of, or in any way related to or in connection with, the Property, and the same are hereby waived and relinquished by Transferee, except as to warranty of title.

Transferee hereby expressly waives and renounces any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq., the warranty imposed by Louisiana Civil Code Article 2476, and its ability to rescind the transfer of the Property or seek a reduction in the consideration given for any reason whatsoever, and Transferee hereby releases Transferor from any and all liability whatsoever in connection therewith.

Transferee acknowledges and agrees that Transferee has been afforded the opportunity to conduct and complete, and has conducted and completed, all inspections of the Property and all component parts thereof, as deemed necessary or advisable by Transferee, and Transferee hereby accepts the Property in its existing "AS IS" and "WHERE IS" condition, and this waiver and disclaimer of express and implied warranties of fitness and the condition of the Property has been taken into consideration and is reflected in the terms of this exchange.

TRANSFEEE HEREBY ACKNOWLEDGES THAT: (I) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN BROUGHT TO THE ATTENTION OF TRANSFEEE, (II) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN READ AND ARE UNDERSTOOD BY TRANSFEEE, (III) THE AGREEMENT OF TRANSFEEE WITH AND TO ALL OF THE TERMS AND CONDITIONS OF THESE WAIVERS AND DISCLAIMERS IS AN INTEGRAL PART OF THIS AGREEMENT BETWEEN TRANSFEROR AND TRANSFEEE WITHOUT WHICH THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY TRANSFEROR, AND (IV) THE CONSIDERATION GIVEN REFLECTS, AND TAKES INTO CONSIDERATION, THE FOREGOING WAIVERS AND DISCLAIMERS.

3. Title. The Property and the Movable Property are conveyed to Transferee subject to all liens, encumbrances, servitudes, leases, easements, land use restrictions, mineral sales, servitudes and leases, and all other matters of record. Provided, however, nothing herein recited is intended to interrupt prescription or otherwise prolong the life of or recognize the validity of any such servitudes or other matters for the benefit of any third party.

4. Assumption of Mortgage Indebtedness. The Property is conveyed to Transferee subject to the following mortgage indebtedness (the "Existing Mortgage"):

That certain Multiple Indebtedness Mortgage executed by Dunbar Construction L.L.C., in favor of Peoples Bank and Trust Company of Pointe Coupee ("Peoples Bank"), recorded as Original 798, Bundle 12598, of the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, having a total current balance of \$2,958,815.57, as of the Effective Date, encumbering the Property, consisting of the following indebtedness: (a) \$2,100,000.00 owed by Dunbar Construction to Peoples Bank, and (b) \$858,815.57 owed by DAGR, L.L.C. to Peoples Bank.

Transferee assumes the payment and discharge of the said mortgage indebtedness and agrees to indemnify and hold Transferor free and harmless from any loss or liability relating to the said mortgage indebtedness. This reference to the assumption of the said mortgage indebtedness shall not constitute a vendor's lien or privilege and Transferor hereby specifically waives and renounces any vendor's lien, privilege, mortgage, resolutive condition or stipulation *pour autrui* that may be created herein.

5. Assumption of Other Obligations. As additional consideration herein, Transferee assumes the following obligations of Transferor and agrees to indemnify and hold Transferor free and harmless from any loss or liability relating to the below obligations, to wit: (a) all obligations of Transferor in its capacity as Developer of Cypress Lakes Estates Subdivision, a Planned Unit Development, in East Baton Rouge Parish, Louisiana (the "Subdivision"); (b) all obligations of

Transferor for permits and bonds for the Subdivision; (c) all obligations of Transferor in its capacity as Developer/Declarant under the Act of Restrictions for Cypress Lakes Estates Subdivision, a Planned Unit Development; and (d) all obligations of Transferor in its capacity as Organizer/Incorporator of Cypress Lakes Estates Subdivision Property Owners Association, Inc. (the "Association")

6. Transfer of Development Rights. As additional consideration herein, Transferor does hereby assign all of its rights as Developer of the Subdivision to Transferee, and to the extent necessary, Transferor does hereby designate Transferee as its successor for Developer of the Subdivision effective from this date forward, to the extent assignable. Further, Transferor does hereby assign all of its rights to Transferee to the extent assignable, as follows: (a) as Organizer/Incorporator of the Association.

7. Binding Effect. All agreements and stipulations herein shall inure to the benefit of and be binding upon the heirs and assigns of the parties, and Transferee shall have and hold the property described above in full ownership forever.

8. Capacity. All parties signing this instrument have declared themselves to be of full capacity.

9. Taxes. Taxes for the current year and all subsequent years shall be paid by Transferee.

10. No Vendor's Lien. It is understood and agreed between the parties that this act shall not act as a vendor's lien or privilege, nor shall any provision of this act create any resolatory condition, right of rescission, stipulation pour autrui or lien or privilege against any of the property described therein, and to the extent any such vendor's lien or privilege, resolatory condition, right of rescission, stipulation pour autrui or any other lien or privilege may or is deemed to be created by this act, the parties hereby waive, renounce, cancel and terminate any and all such vendor's liens or privileges, resolatory conditions, rights of rescission, stipulations pour autrui or other liens or privileges.

11. Tax Rolls. The undersigned Notary assumes no obligation or responsibility associated with an adjustment and/or amendment of the tax rolls maintained by any Sheriff's Office and/or Assessors' Office to reflect the transfer of the Property. Accordingly, the parties hereto assume the responsibility and obligation to insure that all future tax notices addressing said Property are submitted to the registered owner.

12. No Title Opinion or Tax Opinion. Further, all parties to this instrument hereby acknowledge that the legal description of the Property herein conveyed was submitted to the undersigned Notary by them; also, the said parties acknowledge that no title opinion was requested as to the validity of the title to the subject property, and none was rendered by the undersigned Notary. Further, neither Transferor nor Transferee have requested a statement from the undersigned Notary as to the tax consequences surrounding the execution of this instrument, and no such opinion has been rendered.

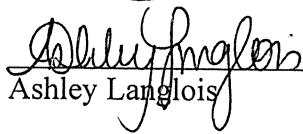
AND NOW INTERVENES: Peoples Bank and Trust Company of Pointe Coupee, through its undersigned officer, duly authorized, who consents to the sale and transfer of the Property from Transferor to Transferee with assumption of the Existing Mortgage.

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the 7th day of August, 2017, in the presence of the undersigned competent witnesses, who have subscribed their names with appearers and me, Notary, after due reading of the whole.

WITNESSES:



Michelle D. Holland



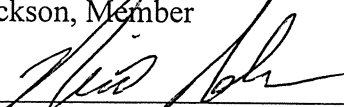
Ashley Langlois

TRANSFEROR:

DUNBAR CONSTRUCTION L.L.C.

By: 


Justin Jackson, Member

By: 

Reid Alexander, Member

TRANSFeree:


AJSD, LLC

By: 

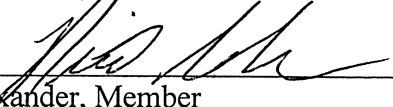
Justin Jackson, Member

By: 

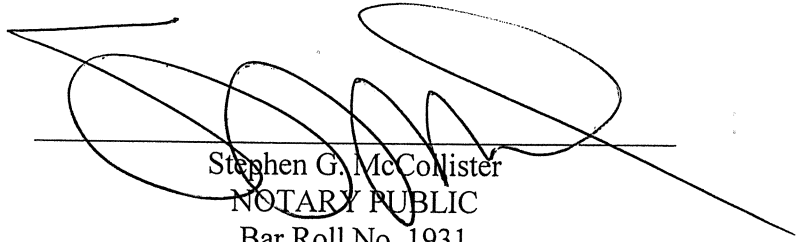
Brandon Dodson, Member

By: 

Jonathan Starns, Member

By: 

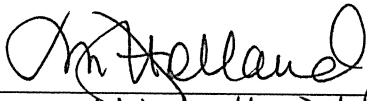
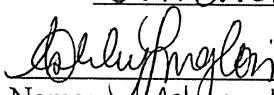
Reid Alexander, Member



Stephen G. McColister
NOTARY PUBLIC
Bar Roll No. 1931

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the 7th day of August, 2017, in the presence of the undersigned competent witnesses, who have subscribed their names with appearers and me, Notary, after due reading of the whole.


WITNESSES:


Name: Michelle D. Holland

Name: Ashley Langlois

INTERVENOR:

PEOPLES BANK AND TRUST COMPANY OF
POINTE COUPEE

By: 
Donald D. Greer, Jr., Vice President


NOTARY PUBLIC
Printed Name: Stephen G. McCollister
Notary I.D./Bar Roll No. East Baton Rouge Parish, Louisiana
Bar Roll No. 1931
My Commission Expires: at death.

ORIG: 062 BNDL: 12832
8/8/2017 10:51:59 AM

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG MELBORN
CLERK OF COURT AND RECORDER

**MUTUAL TERMINATION OF AGREEMENT TO PURCHASE
AND ACT OF CANCELLATION**

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY
BY *Douglas Melborn*
DEPUTY CLERK AND RECORDER

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

THIS MUTUAL TERMINATION OF AGREEMENT TO PURCHASE AND ACT OF CANCELLATION is entered into on the date or dates set forth below, by and between:

DUNBAR CONSTRUCTION L.L.C., a Louisiana limited liability company domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its Members, Justin Jackson and Reid Alexander, duly authorized pursuant to a Certificate of Authority on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, who declares its mailing address to be P.O. Box 78135, Baton Rouge, Louisiana 70837 ("Seller"); and

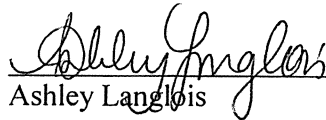
DAGR L.L.C., a Louisiana limited liability company domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its Managers, Jonathan L. Starns and Brandon L. Dodson, duly authorized pursuant to a Certificate of Authority on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, who declares its mailing address to be P.O. Box 494, Greenwell Springs, Louisiana 70739 ("Purchaser"),

who declared that:

1. Seller and Purchaser entered into that certain Agreement to Purchase dated August 14, 2014, wherein Seller agreed to sell and Purchaser agreed to buy the property described therein, as evidenced by Notice of Purchase Agreement recorded on August 14, 2014 as Original 809, Bundle 12598 of the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, on such terms and conditions as more fully described therein (collectively the "Purchase Agreement").
2. The parties desire to and do hereby mutually terminate and cancel the Purchase Agreement effective as of August 7, 2017 (the "Effective Date"). Seller and Purchaser grant each other a full and complete release from all rights and obligations under or pertaining to the Purchase Agreement as of the Effective Date forward.
3. The parties authorize and instruct the Clerk and Recorder for East Baton Rouge Parish, Louisiana to index this Act of Cancellation in his records.

THUS DONE AND SIGNED in the City of Baton Rouge, State of Louisiana, on this 7th day of August, 2017, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, after due reading of the whole.

WITNESSES:



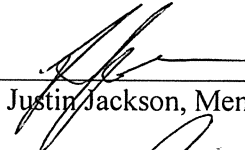
Ashley Langlois



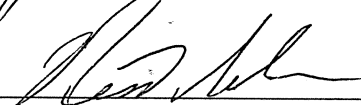
Michelle D. Holland

SELLER:

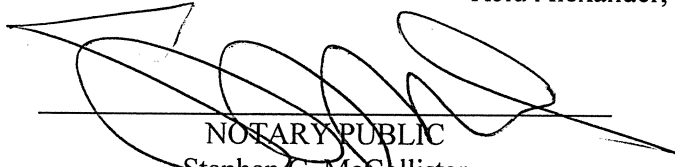
DUNBAR CONSTRUCTION, L.L.C.

By: 

Justin Jackson, Member

By: 

Reid Alexander, Member



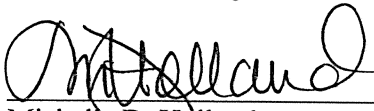
NOTARY PUBLIC
Stephen G. McCollister
Bar Roll No. 1931

THUS DONE AND SIGNED in the City of Baton Rouge, State of Louisiana, on this 7th day of August, 2017, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, after due reading of the whole.

WITNESSES:



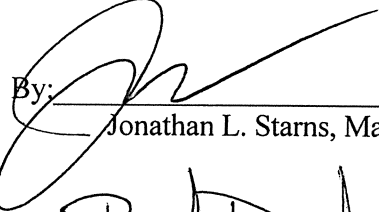
Ashley Langlois



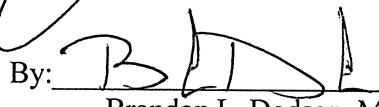
Michelle D. Holland

PURCHASER:

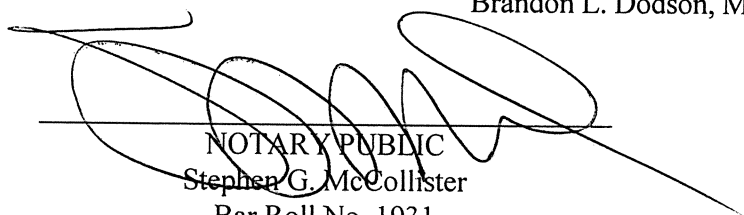
DAGR, L.L.C.

By: 

Jonathan L. Starns, Manager

By: 

Brandon L. Dodson, Manager



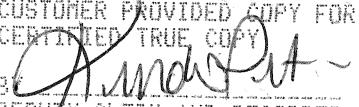
NOTARY PUBLIC
Stephen G. McCollister
Bar Roll No. 1931

**ACT OF DONATION
OF COMMON AREAS**

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY
BY 
DEPUTY CLERK AND RECORDER

BE IT KNOWN, that on this 7th day of August, 2017, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

AJSD, LLC, a Louisiana limited liability company domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by all of its Members, Justin Jackson, Brandon Dodson, Jonathan Starns, and Reid Alexander, duly authorized pursuant to a Certificate of Authority on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, who declares its mailing address to be P.O. Box 78135, Baton Rouge, Louisiana 70837, as successor and assignee to Dunbar Construction L.L.C. ("**Developer**"); and

CYPRESS LAKES ESTATES SUBDIVISION PROPERTY OWNER'S ASSOCIATION, INC. a Louisiana non-profit corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its President, Justin Jackson, duly authorized, who declares its mailing address to be P.O. Box 78135, Baton Rouge, Louisiana 70837 ("**Association**"),

who declared that, the Developer does hereby by these presents make a manual gift and donation unto the Association who appears herein for the purpose of accepting this donation and this gift and of receiving the following described property (hereinafter referred to as "**the Donated Property**"):

ITEM ONE:

THOSE CERTAIN COMMON AREAS, together with all improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision thereof known as **CYPRESS LAKES ESTATES SUBDIVISION, A PLANNED UNIT DEVELOPMENT**, and being designated on the official plat thereof on file and of record as Original 248, Bundle 12826, in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, as **TRACTS C-ONE (C-1), C-TWO (C-2) AND C-THREE (C-3)**, said subdivision; said tracts having such bearings and dimensions and as shown on the official subdivision plat.

ITEM TWO:

ONE (1) CERTAIN TRACT OR PARCEL OF GROUND, together with all improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision thereof known as **CYPRESS LAKES ESTATES SUBDIVISION, A PLANNED UNIT DEVELOPMENT**, and being designated on the official plat thereof on file and of record as Original 248, Bundle 12826, in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, as **UNDESIGNATED TRACT**, said subdivision (the "Undesignated Tract" being bounded on the north by Dew Point Avenue, on the west by Sullivan Road, on the south by Lot TC-2 and Tract TP, and on the west by Lot 1); said tract having such bearings and dimensions and as shown on the official subdivision plat.

SUBJECT TO: The provisions of ACT OF RESTRICTIONS FOR "CYPRESS

LAKES ESTATES" SUBDIVISION, A PLANNED UNIT DEVELOPMENT, recorded in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana.

The Donated Property is transfer by the Developer, and accepted by the Association, "AS IS" and without any warranties, express or implied, with respect to the Donated Property and the component parts thereof; including, without limitation, the warranties imposed by Louisiana Civil Code Article 2475 (ownership, peaceful possession, absence of latent defects and fitness for intended use) and any warranty as to habitability of the Donated Property and the component parts thereof, and the marketability thereof. This transfer is made, however, with full substitution and subrogation to all rights and actions of warranty of the Developer against all preceding owners and vendors.

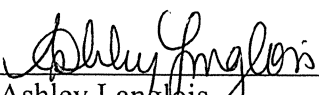
The Developer does hereby irrevocably give, grant, donate, transfer and deliver the Donated Property to the Association forever and does coincidentally with the execution hereof, deliver possession of the Donated Property to the Association.

The parties furnished all of the information necessary for the preparation of this Act of Donation and the Notary is relieved and released from all responsibility herewith.

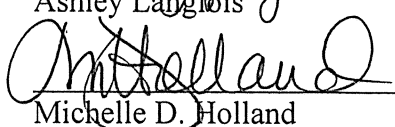
No title examination was requested of me, Notary, and none was made.

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the day, month and year first above written in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

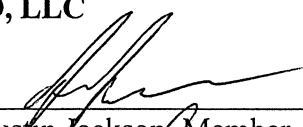


Ashley Langlois

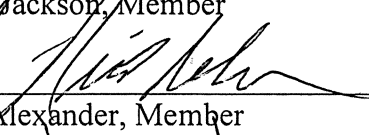


Michelle D. Holland


AJSD, LLC

By: 


Justin Jackson, Member

By: 

Reid Alexander, Member

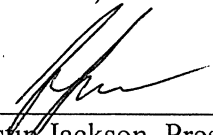
By: 

Brandon Dodson, Member

By: 


Jonathan Starns, Member

**CYPRESS LAKES ESTATES
SUBDIVISION PROPERTY OWNER'S
ASSOCIATION, INC.**

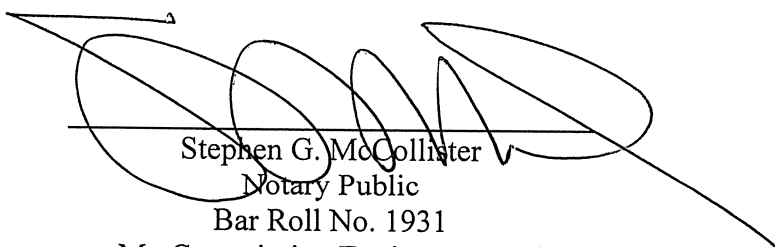
By: 

Justin Jackson, President

ATTEST:



BRANDON DODSON, Secretary



Stephen G. McCollister
Notary Public
Bar Roll No. 1931
My Commission Expires at Death

CERTIFICATE OF AUTHORITY
FOR
AJSD, LLC

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

The undersigned, being all of the Members of AJSD, LLC (the "Company") and acting in such capacity, hereby certify that:




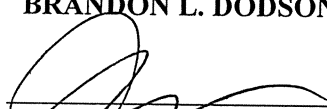
CUSTOMER PROVIDED COPY FOR
BY *[Signature]*
DEPUTY CLERK AND RECORDER

Jonathan L. Starns, as Manager of the Company (the "Manager"), be and is hereby authorized and empowered on behalf of the Company, to manage the day-to-day operation of the Company including, without limitation, the authority, for and on behalf of the Company, to (a) establish accounts with financial institutions in the name of the Company, withdraw funds from accounts established for the Company by check or otherwise, as relates to the day-to-day operation of the Company, and sign, indorse, make, execute, and deliver checks, notes, drafts, acceptances, bills of exchange for deposit, discount, and rediscount, (b) obligate the Company in connection with day-to-day operation matters, (c) negotiate and execute leases of Company property, (d) contract for and supervise maintenance, repairs and remodeling of Company property, (e) enter into management contracts for Company property, (f) pay principal and interest payments on Company indebtedness, (g) fund reserves the Company agrees to establish, (h) pay Company expenses incurred in connection with day-to-day operation of the Company, and (i) make other payments and distribution that all of the Members agree to fund.

It is the intent of this Certificate that only the signature of the Manager shall be required on any and all documents contemplated hereby.

THUS DONE AND SIGNED this 7th day of August, 2017.


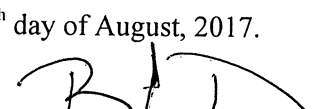

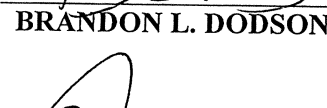
MEMBERS:

 _____ JUSTIN D. JACKSON, Member	 _____ BRANDON L. DODSON, Member
 _____ REID A. ALEXANDER, Member	 _____ JONATHAN L. STARNS, Member

CERTIFICATE

The undersigned duly designated Certifying Officials do hereby certify that Justin D. Jackson, Brandon L. Dodson, Reid A. Alexander, and Jonathan L. Starns are the only Members of AJSD, LLC and that this Certificate of Authority has been approved and adopted by all Members of the Company.

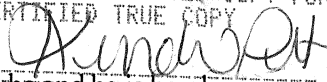
THUS DONE AND SIGNED this 7th day of August, 2017.

 _____ JUSTIN D. JACKSON, Certifying Official	 _____ BRANDON L. DODSON, Certifying Official
 _____ REID A. ALEXANDER, Certifying Official	 _____ JONATHAN L. STARNS, Certifying Official

**CERTIFICATE OF AUTHORITY
OF
AJSD, LLC**

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

The undersigned, being all of the Members of AJSD, LLC (the "Company"), and acting in such capacity, hereby certify that:

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY
BY: 
CLERK OF COURT AND RECORDER

Jonathan L. Starns, as Manager (the "Manager") of the Company, acting alone, be and he is hereby authorized and empowered on behalf of the Company to sell all or any part of the following described property for such cash price and on such terms and conditions as he may determine fit and proper in his sole discretion:



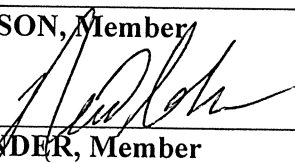

SEVENTY-FIVE (75) CERTAIN LOTS OR PARCELS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of East Baton Rouge, Louisiana, in that subdivision thereof known as **CYPRESS LAKES ESTATES SUBDIVISION, A PLANNED UNIT DEVELOPMENT**, and being designated on the official plat thereof on file and of record as Original 248, Bundle 12826, in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, as **LOT NUMBERS ONE (1) THROUGH SEVENTY-FIVE (75), INCLUSIVE**, said subdivision; said lots having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on the official subdivision plat.

The Manager, acting alone, be and he is hereby authorized and empowered on behalf of the Company to execute one or more Cash Sales with each Cash Sale containing such price and upon such other terms and conditions as the Manager acting alone may determine fit and proper, in his sole discretion, and to execute any other documents necessary to carry out the authority granted in this Certificate.

The Manager is further authorized and empowered on behalf of the Company to impose restrictive covenants on the subdivision property described above, and in connection therewith, to execute a Declaration of Covenants, Conditions and Restrictions for Cypress Lakes Estates Subdivision, a Planned Unit Development, on such terms and conditions as the Manager may determine fit and proper in his sole discretion; and the Company hereby ratifies and confirms all actions of the Manager in executing and recording said Declaration in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED this 7th day of August, 2017.

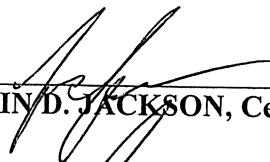

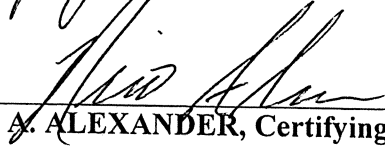

MEMBERS:

 _____ JUSTIN D. JACKSON, Member	 _____ BRANDON L. DODSON, Member
 _____ REID A. ALEXANDER, Member	 _____ JONATHAN L. STARNs, Member

CERTIFICATE

The undersigned duly designated Certifying Officials do hereby certify that Justin D. Jackson, Reid A. Alexander, Brandon L. Dodson, and Jonathan L. Starns are the only Members of AJSD, LLC and that the foregoing Certificate of Authority has been duly adopted and approved by all of the Members of the Company.

THUS DONE AND SIGNED this 7th day of August, 2017.

 _____ JUSTIN D. JACKSON, Certifying Official	 _____ BRANDON L. DODSON, Certifying Official
 _____ REID A. ALEXANDER, Certifying Official	 _____ JONATHAN L. STARNs, Certifying Official