

**DECLARATION OF
COVENANTS,
CONDITIONS, AND
RESTRICTIONS
FOR
WOODGATE SUBDIVISION, FIRST FILING**

A LOUISIANA RESIDENTIAL COMMUNITY
Woodgate Development Corporation — East Baton Rouge Parish, Louisiana

Filed September 25, 1985 — File No. 97 BKt 9783

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This Declaration is made as of the 25th day of September, 1985, by:

WOODGATE DEVELOPMENT CORPORATION, a Louisiana corporation domiciled in East Baton Rouge Parish, herein represented by its President, Walter R. Bankston, he being duly authorized to so appear pursuant to a resolution of the Board of Directors of said corporation, a certified copy of which is attached hereto and made a part hereof.

WHEREAS, Woodgate Development Corporation is the owner of certain immovable property located in East Baton Rouge Parish, Louisiana, and more particularly described as Lots 1 through 94, Woodgate, First Filing, on plat by Breaux & Associates, Inc., entitled "Final Plat of Woodgate, First Filing, Being a Subdivision of a Portion of the Original Prewitt Nelson, et al, Tract Located in Sec. 49, T-7-S, R-1-E & Sec. 63, T-8-S, R-1-E; Greensburg District of La., East Baton Rouge Parish, Louisiana", which said plat is attached hereto and made a part hereof as Exhibit "A"; and Woodgate Development Corporation desires to subject said property to the provisions of this Declaration, and to have constructed on the property a residential community, and to provide a flexible and reasonable method for the administration and maintenance of such property;

NOW, THEREFORE, Woodgate Development Corporation hereby declares that Lots 1 through 94, Woodgate Subdivision, First Filing, more particularly described on Exhibit "A" attached hereto, shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following servitudes, restrictions, covenants, charge liens and conditions which are for the purpose of protecting the value and desirability of and which shall run with title to the immovable property subjected to this Declaration, and which shall be binding on all parties having any right, title, or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and where provided herein, shall benefit the property on which aforesaid Development is located.

I. PURPOSE

The purpose hereof 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 real property described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites 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 thereof 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 building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain property setbacks from streets; and in general to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchases of building sites therein.

II. DEFINITIONS

(A) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to any lot which is part of the hereinabove described property.

(B) "Property" or "properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(C) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

(D) "Appearer" shall mean and refer to Woodgate Development Corporation and to its successors and assigns.

(E) "Association" shall mean and refer to Woodgate Association, created by the declaration of covenants and conditions for Woodgate Subdivision, First Filing.

(F) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: None.

III. ARCHITECTURAL CONTROL

(A) No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee as hereinafter provided.

(B) The Architectural Control Committee shall consist of three members who shall be elected annually by an affirmative vote of a majority of all property owners in Woodgate Subdivision. Provided, however, that during development of the entire subdivision including filing one through four, or until 75% of all of the proposed lots are sold, or until this duty is relinquished to the Homeowners Association, the Architectural Control Committee shall consist of the following members or their designee:

James H. Sumrow, Jr., Chairman

Donald A. Hayden

Walter R. Bankston

(C) The Architectural Control Committee shall review the plans to determine if they meet the City Parish Zoning Regulations, the requirements of these restrictions, and if they are architecturally

and aesthetically compatible with the subdivision. The Committee shall have the right to approve or disapprove the use of exterior building materials.

(D) Any waiver of Baton Rouge City Parish zoning requirements must first be approved by the Architectural Control Committee.

(E) The Architectural Control Committee, at their discretion and for sound architectural reasons, has the right to approve any waivers or deviations from these restrictions that they deem are appropriate including a reduction of the required square footage not to exceed ten percent. Any plans on which waivers or deviations are approved must be signed by all members of the Committee.

(F) Two sets of plans, including plot plan, must be submitted for Committee approval and delivered to the Chairman at 11800 Industriplex Boulevard, Suite 15, Baton Rouge, LA. One set will be signed and returned to the owner and the other will be retained by the Committee.

(G) In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(H) Shrubs, plants and trees planted by Appearer or with its permission shall not be removed without the approval of the Architectural Control Committee.

IV. RESTRICTIONS

(A) All of the lots contained in a subdivision of the hereinabove described tract are hereby designated as residential and no part of the property described above shall be used for commercial purposes or apartment houses, and not more than one single family residence, with accessory buildings shall be built or constructed on each lot. Houses on lots 39 thru 61 and on lots 24 and 94 must face Woodgate Boulevard.

(B) The minimum size of a residence is computed on the basis of the square footage area that is mechanically heated and cooled. These living area square footages exclude garages, carports, breezeways, open porches, terraces, patios and overhanging eaves.

(C) The minimum size requirements are as follows:

1. For single story houses facing Woodgate Boulevard the minimum living area square footage shall be 2400 square feet and total roof area, excluding overhang, shall be no less than 3000 square feet.
2. For single story houses on streets other than Woodgate Boulevard, the minimum living area square footage shall be 2200 square feet and total roof area, excluding overhang, shall be no less than 2800 square feet.
3. For all story and one-half houses and two story houses, the living area and total area is to be increased by 200 square feet.

(D) No part of any residence or other building shall be located on any lot nearer to the front lot line than thirty (30) feet. No part of any foundation of any residence shall be located nearer to any side line than eight (8) feet. No garage or other permitted accessory building located on the rear portion of any lot or lots shall be located nearer to the side line than five (5) feet. No accessory building may encroach upon any servitude.

(E) No trailer, basement, shack, garage, garage apartment, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently, except that garage apartments be occupied as a residence for domestic servants to the occupants of the main residential premises. No structure may be occupied as a residence until its exterior is completely finished.

(F) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. All exterior materials must be approved by the Architectural Control Committee. All footings, piers, and foundations shall be of concrete or masonry construction. No garage, carport, servant's quarters, storage room or utility room shall be erected on any lot until after or coincidental with the building of a dwelling thereon in keeping with the restrictions.

(G) No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any such lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(H) 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 thereon.

(I) Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals after they are initially cleared so as to maintain the same in a neat and attractive manner. Until the initial clearing of any lot, the appearers will clean and mow an area from the curb to six (6) feet behind the sidewalk. After the sale of any lot, the owner will do the same until the entire lot is cleared. If lots are not mowed by Owner, lots will be mowed by Developer monthly and Owner will be billed \$25.00 per lot.

(J) No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system until the design for that method of treatment and disposal has been approved by the East Baton Rouge Health Unit.

(K) No noxious or offensive trade or activity shall be carried on in any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(L) No signs of any kind or description, other than "Real Estate For Sale" signs, shall be displayed on any lot.

(M) Only decorative, permanent type fences, including chain link or hurricane type metal fences, shall be allowed.

V. HOMEOWNER'S ASSOCIATION

(A) Organization. A Homeowner's Association shall be formed by Appearer when 50% of all lots, either proposed or developed, are sold to Owners.

(B) Membership. Every Owner of a lot shall be a member of the Homeowner's Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

1. All Owners, including Appearer, shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. 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.

(C) Responsibilities. It will be the responsibility of the Association to:

1. Elect officers to conduct the affairs of the association.
2. Enforce any covenant or restriction herein contained.
3. To serve and represent the owners in any public matter or public hearing affecting the subdivision.
4. To act in any other capacity or matter in which the majority of the owners vote.

VI. ASSESSMENTS

(A) Creation of the Lien and Personal Obligation of Assessments and Dues. The Appearer for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association: (1) annual assessments, dues or charges only to be established and collected as hereinabove and hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

(B) Purpose of Assessment. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, for security of the subdivision, for the maintenance of the Boulevard median, the entrance, the Highland Road fence, and any other areas so approved by the Association.

(C) Assessments and Dues. The assessments and/or dues shall be established by an affirmative vote of a majority of the votes of the total membership as indicated hereinabove.

(D) Notice. Written notice of any meeting called for the purpose of taking any action, including assessments of dues, shall be sent to all members not less than 15 days nor more than 30 days in

advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum.

(E) Assessment Rate. Both annual and special assessments must be fixed at a rate of (25%) for unoccupied lots and 100% for occupied lots and may be collected on a monthly basis.

(F) Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

(G) Default. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of ten (10%) per annum. The Association may sue the Owner personally obligated to pay the same or record and foreclose the lien against the property. In such a case such Owner shall be responsible for 20% attorney's fees and all costs of court or recording and cancellation charges. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

(H) Subordination. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

VII. GENERAL PROVISIONS

(A) Enforcement. The Association, or any Owner, including the Appearer, shall have the right to enforce by legal proceedings all restrictions, servitudes, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner, including the Appearer, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(B) Severability. Invalidation of any one of these reservations, restrictions, covenants or conditions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

(C) Amendment. The reservation, restrictions, covenants, and conditions recited herein shall run with and bind the land, for a term of twenty-five (25) years from the date of their respective recordation, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then-owners of the lots has been recorded to change said reservations and restrictions in whole or in part. This Declaration may be amended during the first twenty-five (25) year period by an affirmative vote of the property owners of record.

THUS DONE AND SIGNED in the presence of the undersigned witnesses, and me, Notary, in Baton Rouge, Louisiana, on this the 25th day of September, 1985.

WITNESSES:

WOODGATE DEVELOPMENT CORPORATION

Elizabeth T. Bankston

Dorothy W. Hurst

By: *Walter R. Bankston, President*
NOTARY PUBLIC