

**STATE OF LOUISIANA**  
**DEPARTMENT OF TRANSPORTATION**  
**AND DEVELOPMENT**

**PROPOSAL**

**READVERTISEMENT**

**STATE PROJECT NO. H.002370 (PART 3) (December 19, 2013)**  
**SALE OF LAND AND BUILDING**  
**ASCENSION PARISH**

## NOTICE

### SALE OF STATE-OWNED LAND AND BUILDING

Sealed bids for the sale of State-owned land will be received by the Louisiana Department of Transportation and Development, Real Estate Section, 1201 Capitol Access Road, Baton Rouge, Louisiana 70802 until 4:15 P.M. on Wednesday, December 18, 2013, after which bids will be received in the Louisiana Department of Transportation and Development Auditorium, 1201 Capitol Access Road, Baton Rouge, Louisiana, 70802 from 9:00 A.M. until 10:00 A.M. on Thursday, December 19, 2013, at which time and place bids will be publicly opened and read. No bids will be received after 10:00 A.M.

**STATE PROJECT NO. H.002370 (PART 3) (October 17, 2013)**

**F.A.P. NO. 0307(506)**

**LA 42 (US 61 – LA 44)**

**ROUTE LA 42**

**ASCENSION PARISH**

### READVERTISEMENT

**PARCEL NO. AI 06-02** - One (1) certain tract of land containing approximately .168 acres, designated as Lot No. 13, together with a one (1) story, traditional design, single family residence with approximately 2,142 gross s.f. including garage and storage located at 17276 Rue Village, Prairieville, LA 70769.

**MINIMUM BID \$126,500.00**

**DEBORAH 4545**

**DISTRICT PROPERTY MANAGER:** KIA PIERRE-WHITE, 1201 Capitol Access Road, Baton Rouge, Louisiana, 225-242-4593.

Bids must be submitted on forms provided by the Department. Bid forms may be obtained upon request from Real Estate Section, Room S207, East Wing of the Louisiana Department of Transportation and Development, 1201 Capitol Access Road, Baton Rouge, Louisiana, 70802, Phone 225-242-4545. Bid forms may also be downloaded from the Department's Real Estate web site **FOR VIEWING ONLY** at, [http://www.dotd.state.la.us/highways/project\\_devel/reaalestate/reaalestate.asp](http://www.dotd.state.la.us/highways/project_devel/reaalestate/reaalestate.asp). Written requests for bid forms should be sent to Louisiana Department of Transportation and Development, Real Estate Section, 1201 Capitol Access Road, Baton Rouge, Louisiana, 70802. Bids should be mailed to Louisiana Department of Transportation and Development, Real Estate Section, 1201 Capitol Access Road, Baton Rouge, Louisiana, 70802.

Complete description and further information concerning these items can be obtained by contacting the District Property Manager or his authorized representative.

The Department reserves the right to reject any and all bids and waive informalities.

**SECRETARY, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**INSTRUCTIONS TO BIDDERS  
SALE OF LAND AND BUILDING**

**SUBMITTAL OF BIDS:** Bidders have the option of bidding on any or all items. Bidders electing to bid on more than one item shall make a separate cash offer for each item on which he/she elects to bid. Bids must be submitted on the form provided herein and the bidder's cash offer for the items on which he/she elects to bid shall be written in ink. The proposal must be signed in ink. The proposal, together with the proposal guaranty and any other information called for in the proposal, shall be submitted in a sealed envelope so marked as to indicate its contents without being opened. This envelope shall be placed in another which shall be sealed, addressed and delivered to the Louisiana Department of Transportation and Development, Baton Rouge, Louisiana, before the time specified for opening bids. Bids received after the time specified will be returned to the bidder unopened.

**PROPOSAL GUARANTY:** Each bid must be accompanied by a proposal guaranty in an amount of, at least, 20 percent (20%) of the bid amount. A **separate** proposal guaranty payment must be submitted for **EACH** item bid on. The proposal guaranty shall be either a certified check, official check, cashier's check, postal money order or bank money order. All such checks shall be made payable to the Louisiana Department of Transportation and Development.

All proposal guaranties, except those of the successful bidder, will be returned to bidders within ten (10) days after opening of bids. Proposal guaranties of the successful bidders will be applied by the Department toward discharge of the obligation of the successful bidders under the terms of this proposal.

If the bidder to whom award of sale is made fails to execute an act of sale within the time hereinafter stipulated, or within such extension of times as the Department may grant, the proposal guaranty accompanying his bid shall become the property of the Department, except where the amount of the proposal guaranty is in excess of 20 percent (20%) of the amount bid on the items awarded to him/her and for which he/she fails to execute an act of sale. In this event the amount forfeited to the Department shall be 20 percent (20%) of the amount bid on the items for which he/she fails to execute an act of sale.

**REJECTION OF BIDS:** Proposals submitted with incomplete bids, or additions not called for, or conditional or alternate bids not called for will be subject to rejection. The Department reserves the right to reject any and all bids and waive any informalities.

### CONDITIONS OF SALE

**GENERAL:** The following conditions shall govern all offers to buy and shall apply to the sale of the land listed in the "Bid Schedule" of this proposal, should any offer be accepted by the Department.

1. The award of sale, if awarded, will be made upon recommendation of the Real Estate Administrator to the highest responsible bidder on each item within ten (10) days after opening of bids. The award of any tie bids will be left to the discretion of the Department.
2. The act of sale for each item in the "Bid Schedule" will be prepared by the Department at no cost to the purchaser; however, the purchaser shall pay all recording fees, shall be liable for all taxes after the effective date of sale and shall accept title without a mortgage certificate. Purchaser acknowledges that the Act of Sale is made without any warranty whatsoever, even for the return of the purchase price. The purchaser shall also be responsible for any other cost incidental to sale.
3. The Department reserves the mineral rights on the land offered for sale.
4. This sale is subject to any outstanding liens, judgements, assessments or any other encumbrances which may exist against the property at the time of the sale.
5. This sale is subject to any existing utility easements on or across the property.
6. The improvement herein offered for sale are in close proximity to the proposed right of way line of Route LA US 42 and the Purchaser would accept all liability in connection therewith and would release and relieve the Department of any and all liability and/or claims arising there from
7. Purchaser acknowledges the following restrictions of the Village At Willow Lake Subdivision:  
**The property is located in a H.O.P.A. (Housing for Older Person Act of 1995 which amends and Fair Housing Act U.S.C. 3601) age qualified subdivision (Section 1.7 Declarations of Covenants and Restrictions for Village at Willow Lake Subdivision). The Act requires the property to be occupied by at least one person 55 years of age or older.**

**In addition, Section 2.1 of the Declaration of Covenants and Restrictions for Village at Willow Lake Subdivision require "that no person under the age of 19 shall reside in any home built and located on the lots of this subdivision for a period of time in excess of 90 days.**

**CONDITIONS OF SALE CONTINUED**

**ENCLOSED HERewith: Copy of**

- **DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAGE AT WILLOW LAKE SUBDIVISION AND DEDICATION AND TRANSFER OF COMMON PROPERTIES**
- **NOTARIAL ACT OF CORRECTON OF TYPOGRAPHICAL ERRORS AND OMISSIONS OF SAID COVENANT**
- **CERTIFIED COPY OF THE SERVITUDE AGREEMENTS FOR 6-2, BETWEEN THE VILLAGE OF WILLOW LAKE HOMEOWNERS ASSOCIATION AND DOTD, FOR THE SERVITUDE AND FENCE CONSTRUCTION IN FRONT OF THE SUBDIVISION.**

**PAYMENT:** After giving effect to the amount of the successful bidder's proposal guaranty of each item, as hereinbefore stipulated, any remaining balance shall immediately become due and payable to the Louisiana Department of Transportation and Development at the time of the execution of the act of sale. Failure to make full and immediate payment of such balance shall void the sale. The act of sale shall be executed within 10 days after successful bidder is presented with the Act of Sale by the Department for execution.

497019

COB. ~~MOB~~

OTHER *S. Lattin*

2001 SEP 26 AM 10:00

CERTIFIED TRUE COPY OF INSTRUMENT FILED FOR RECORD

DECLARATIONS OF COVENANTS AND RESTRICTIONS  
FOR VILLAGE AT WILLOW LAKE SUBDIVISION AND DEDICATION AND  
TRANSFER OF COMMON PROPERTIES

*\$700 per copy for copy*  
PARISH OF ASCENSION

STATE OF LOUISIANA

BE IT KNOWN, that on this 25<sup>th</sup> day of September, 2001, before me the undersigned notary, and in the presence of the undersigned competent witnesses, personally came and appeared:

VAWL, L.L.C., a limited liability company organized and existing under the laws of the State of Louisiana, with Articles of Organization recorded and on file with the Secretary of State of Louisiana, duly represented by its authorized agent, hereinafter referred to as "Developer";

WOODEN CREATIONS, INC., a Louisiana corporation domiciled in the Parish of Ascension, State of Louisiana, represented herein by Roy Domangue, Jr., President as per the Corporate Resolution on file and in the records of the Clerk of Court for Ascension Parish, Louisiana, hereinafter referred to as "Contractor";

RANDALL JOSEPH CIVELLO and MIMA REBECCA CIVELLO, husband and wife, married to and living with each other, being the owners of Lot 23 of the Village at Willow Lake, herein after referred to as "First Owners"; and

THE VILLAGE AT WILLOW LAKE HOMEOWNERS' ASSOCIATION, INC., a Louisiana corporation domiciled in the Parish of Ascension, Louisiana, duly represented herein by its authorized agent, hereinafter referred to as "the Association".

who did depose and say that the Developer, Contractor and First Owners are the owners of the following real property, to wit:

Those certain lots and parcels of ground located in the Parish of Ascension, State of Louisiana in Section 25, Township 8 South, Range 2 East, SED East of the Mississippi, numbered

**Lots 1 thru 45 of the Village at Willow Lake,**

**First Filing (Revised) and Second Filing,**

as shown on a map of Survey by GWS Engineering, Inc. dated 1/18/00 and recorded in the official records of the Parish of Ascension, State of Louisiana, said Lots 1 - 45 having such dimensions and servitudes and setbacks as are shown on said map and is made a part hereof by reference.

**1. DEFINITIONS**

**1.1 Association.**

The term "the Association" as used in these restrictions shall mean and refer to The Village at Willow Lake Homeowners' 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 - 45 of The Village at Willow Lake.

*amended 7/31/06*

1.3 Common Properties.

The term "Common Properties" as used in these restrictions shall mean and refer to (i) the private servitudes of access designated as Village Gardens Avenue and Rue Village' Drive, together with the streets, curbs, gutters, drainage pipes and facilities, sidewalks and street signs located therein; (ii) the drainage pipes and facilities located within the private drainage servitudes; and (iii) the fences enclosing the Property, including the fences located on the rear lot lines.

1.4 Lot.

The term "Lot" as used in these restrictions shall mean and refer to any of Lots 1 through 45 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 Zero Lot Line.

The term "Zero Lot Line" as used in these restrictions shall mean and refer to that property line for each Lot designated as such on final plat and is the line on which a house on the Lot can be constructed without building setback.

1.7 Age Qualified Subdivision. *— amended 7/31/06*

The phrase "Age Qualified Subdivision" as used and adopted by these restrictions shall mean and refer to the adoption by all of the owners of the lots located in this subdivision as named herein above, of the Housing for Older Persons Act of 1995 which amends the Fair Housing Act 46 U.S.C. 3601, et seq which modified the exemptions from certain status discrimination prohibitions granted to housing for older persons.

2. PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS

2.1 Purpose *amended 7/31/06*

This subdivision shall be considered an "Age Qualified Subdivision" and the owners herein do by these restrictions adopt, apply and place into effect those provisions of the "Housing for Older Persons Act of 1995" as it amends 46 U.S.C. 3601 et seq. In accordance with this adoption and application, it is accepted by the parties hereto and shall form as a restriction to the property described above that NO person under the age of 19 shall reside in any home built and located on the lots of this subdivision for a period of time in excess of 90 days.

*X*

The further purpose of these restrictions is to create residential community "housing for older persons" which has 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. The Committee will seek to encourage the creation of aesthetically harmonious relationship among the homes within the Subdivision and between the particular lot and home. The Committee will encourage the development of a Subdivision of outstanding architectural statements, and the repetition of home designs will be limited. Furthermore, it is the intent of these restrictions to provide harmonious living amongst all residences since close proximity exist. Though close proximity is apparent, the objective in these restrictions is to maintain ones private use of space without interfering with another's privacy.

## 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, servitude and condition and to pay any assessments and fines shall be also the personal obligation of the Owner of a Lot in favor of the Association and 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 by the Committee of proposed plans for improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and all criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly, each Owner of a Lot by recordation of an act transferring title of a Lot to a 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.



3.1 Formation and Purpose.

3. THE ASSOCIATION

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, ~~claims~~, restrictions, servitudes and conditions contained in these restrictions and ~~collecting and disbursing the assessments and fines~~ created by the 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 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 ANNEX A 13101 Every Owner including the Developer, shall be a member of the Association.

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 one Lot. An Owner, including the Developer, owning more than one Lot shall be entitled to one vote for each Lot owned.

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 elected bi-annually, when and how decided by the Owners by an affirmative vote of a majority of all the Owners. 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 (unless the initial Committee previously resigns without designation of a designee or successor), the Committee members shall be Roy Domangue, Jr. and Larry W. Buquoi whose mailing address is P.O. Box 767, Prairieville, LA 70769 and Mima Rebecca Civallo, 17214 Rue Village, Prairieville, LA 70769. Either of the initial members of the Committee may voluntarily resign and appoint their successors or relinquish control of the Committee to the Association at any time they may choose.

#### 4.3 Submission of Plans.

Prior to the commencement of any work on a Lot, excluding any grading or clearing (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 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 these restrictions. Such plans shall be considered as submitted for approval only when they have been delivered to the Chairman OF THE Committee or to all other Committee members. The following must be submitted:

- (a) Two (2) sets of plans, including plot plan, must be submitted for Committee approval. One (1) set will be signed and returned to owner, and the other will be retained by the Committee. The submittal of two (2) sets of preliminary plans with front elevations and plot plan is encouraged in order to expedite final approval and prevent redrawing of plans by home designers and architects and to limit repetition of architectural styles.
- (b) 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 accompanied with color swatches; and
- (c) A plot plan showing the location of all improvements and designating any trees which the Owner proposes to remove; and
- (d) A floor plan showing the square footage of the heated and cooled area and the total square footage of the building.

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 majority vote and shall be in writing. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it at any time within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans or proposals within thirty(30) days of submission shall constitute approval thereof.

#### 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 (for 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

4.6 Standard for Review.

work, the Owner shall submit to the Committee a current set of plans and specifications for approval pursuant to these restrictions.

In approving or disapproving such plans, the Committee shall require new construction and 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 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 may vary the front setback lines of the Lots to prevent a uniform front line. The decisions of the Committee shall be in their sole discretion and shall be final, binding and nonappealable." ACC

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 percent. Any plans on which waivers, variances or deviations are approved must be signed by all members of the Committee.

*Approved 7/31/06*  
*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 not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

5.1 Dedication and Transfer of Title.

*Approved 7/31/06*  
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 operations shall be conducted on the surface of the Common Properties.

5.2 Owner's Servitude of Enjoyment.

*Approved 7/31/06*  
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 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.

#### 6.1 Creation of Assessment.

#### 6. MAINTENANCE ASSESSMENTS

Each Owner of a Lot, by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in 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 maintenance 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 hereinafter provided. The obligation to pay each such assessment together with the interest thereon and costs of 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.

#### 6.2 Purpose of Assessment.

*Amended 7/21/06*  
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 streets, curbs, gutters and drainage pipes, maintaining the landscaping located in the medians of Village Gardens Avenue, 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.

**6.3 Basis and Maximum of Annual Assessments.**

*Amended 7/31/06*

Beginning October 1, 2001, the annual assessment shall be \$250.00 per Lot. After October 1, 2002, 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 costs and future needs of the Association, set the amount of the annual assessment for any year at a lesser amount. Costs may only be increased a maximum of 10 percent per year. All monies paid for assessments herein are non-refundable.

**6.4 Special Assessments.**

In addition to the annual assessments authority by 6.3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated 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.

**6.5 Change in Basis and Maximum Annual Assessments**

Subject to the limitations in 6.3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by 6.3 hereof prospectively for any such period provided that any such change shall have the approval of two-thirds (2/3) of the votes of the Owners (by 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.

**6.6 Quorum for Any Action Authorized Under 6.4 and 6.5.**

The quorum required for any action, authorized by 6.4 and 6.5 hereof shall be as follows: At the first meeting called, as provided in 6.4 and 6.5 hereof, the presence at the Association meeting of Owners or of proxies entitled to cast sixty (60) percent of all the votes (by 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 6.4 and 6.5 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.

**6.7 Developer Contribution and Date of Commencement of Annual Assessments.**

*Amended 7/3/10*

The Developer has made an initial contribution of \$1000.00 to the Association. The annual assessments shall be collected in advance and shall become due and payable for the year on October 1 of each year, beginning on October 1, 2001. If the Developer sells a lot after October 1, 2001, the assessment shall be prorated for the remainder of that twelve month period.

**6.8 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 September 1, 2001, the buyer shall pay at the closing and sale of the lot, the pro-rata amount due for the assessment described herein. 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. Annual assessments shall be mailed to each homeowner by the Association on the 1<sup>st</sup> of September of each year and shall be due and payable on or before October 1<sup>st</sup> of each year.

**6.9 Effect of Non-Payment of Assessment.**

If any assessment, or other charge or expense set forth in these restrictions, is not paid on the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and costs of collection thereof as hereinafter provided. Payment of each assessment, charge or expense is to be a real obligation running with each 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 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 Ascension 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 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 may seek recognition and enforcement of the real obligation provided by these restrictions and the privileges 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.

**6.10 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;
- (b) any part of the Property dedicated to and accepted by the local public authority; and
- (c) all Common Properties.

Except as provided above, no Lot shall be exempt from any assessment.

**6.11 Resubdivision.**

In the event the resubdivision of two or more Lots results in existence of less than 45 Lots, each Lot created by such resubdivision and the Owners thereof shall be subject to an assessment equal to a regular Lot assessment plus a pro rata share of the regular assessment applicable to the Lot or Lots eliminated by such resubdivision.

**7. PROTECTIVE COVENANTS**

**7.1 Residential Use.**

All Lots are for single-family residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence 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" 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.

**7.2 Resubdivision of Lots.**

No resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee.

**7.3 Approval of Plans by Architectural Control Committee.**

Prior to commencement of any work on a Lot, excluding grading or clearing (weed or trash removal) the Owner thereof shall have received approval of all plans in accordance with Section 4 of these restrictions.

**7.4 Building Size.**

*Approved 7/31/02*  
*New York City*  
thousand, six hundred (1,600) square feet of heated and cooled living area on any Lot. On Lots 12 and 13, and 26-36, no residence may be built or occupied having less than fifteen hundred (1,500) square feet of conditioned space be utilized with approval from the "Committee". 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 one-and-one half (1 1/2) stories. Homes having one-and-one-half stories shall have a minimum of one thousand two hundred (1,200) square feet of living area on the ground floor.

**7.5 Car Storage.**

Each residence built or constructed on a Lot shall have a fully enclosed garage with closing garage doors (electrically operated), which garage shall accommodate not less than two (2) nor more than three (3) cars. Except for corner Lots, garages shall be located on the front half of the Lot and must load from the side only, unless otherwise approved by the "Committee". On corner Lots, garages with doors may be located anywhere where approved by the Committee and may open to the side street.

**7.6 Windows.**

Any windows which are visible from a street (including the side street in the case of a corner lot) shall be made of vinyl, vinyl or aluminum clad wood or wood. Standard aluminum windows, painted or unpainted, shall not be used in such instances. Standard aluminum windows may be used in other areas of the house. All window coverings on backs of front window elevations shall be white or off white.

**7.7 Roofing.**

Roof shingles shall be 25 or 30 year architectural shingles, including any other buildings on the lot. All roofing color selections shall be approved in writing by the Committee prior to delivery to the job site. Only shingle covered ridge vents will be allowed or color coordinating roof turbines for attic ventilation. Exposed aluminum ridge vents are not allowed. Copper roof vents are acceptable. Galvanized drip edge not painted is not allowed.

**7.8 Bricks/Stucco**

*Approved 7/31/02*  
Minimum of seventy percent (70%) of the total area of the house must be brick, unless otherwise approved by the "Committee". The Zero Lot Line wall shall be constructed entirely of brick. The front wall of the garage shall be faced with brick or stucco. Cement based stucco may only be used. E.I.F.S., or "Dryvit" type finish is not acceptable on wall areas.



**7.9 Siding/Soffits/  
Gutters**

"Masonite" types of siding is strictly prohibited. Premium grades of vinyl siding is acceptable after product sample is submitted to Committee. Concrete reinforced types of siding, redwood, cypress on cedar wood siding is acceptable but must be painted. Any siding used on front elevation of home shall be allowed only at the discretion of the "Committee".

Soffits and fascia can be redwood with luan plywood and/or aluminum fascia with vinyl soffit, color coordinated with other exterior colors. All wood shall be painted.

Seamless aluminum type Gutters shall be installed on left and right sides of homes at the expense of builder. Front and rear usage is encouraged.

**7.10 Stone.**

Stone or other veneer finishes are not acceptable.

**7.11 Driveways and  
Sidewalks.**

*Amended 7/31/06*  
Driveways shall be constructed of concrete with a minimum of four (4") inches in thickness. A turning radius of not less than twenty-five (25') feet for entering garage shall be required, unless otherwise approved by the "Committee". Driveway shall be constructed of concrete and shall have a width of not less than eleven (11') feet flaring to twenty (20') feet at the street curb as a minimum. No driveway shall be permitted adjacent to another except where the configuration of Lots dictate it necessary and then it must be approved by the Committee. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted for use on driveways or sidewalks. It shall be the obligation of each individual Lot owner to maintain that portion of the front and side sidewalk which is on or adjacent to his property. Driveways shall be located opposite the zero lot line side of said lot, unless otherwise approved by the "Committee".

**7.12 Servitudes and  
Right-of-Way.**

Servitudes and right-of-way shown on the Final Plat are dedicated to and subject to the uses as shown by the dedication language contained on Final Plat and as set forth herein. On the side of Lots with a Zero Lot Line, there is a five (5) foot servitude available for use by the Lot Owner of the adjacent Lot (and his designees) for maintenance of his home, walls and fences. There is a servitude on the rear of each Lot which contains, among other things, a drainage system which is the responsibility of each Lot Owner to maintain on his Lot. However, the developer and/or the Parish of Ascension shall have access to the servitude to the extent required to assist in the maintenance of the private drainage system. The owner of each Lot shall furnish utility servitudes from the source of supply to his meter location(s) for receipt of utility services.

**7.13 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 five (5) feet to the sideline of a Lot opposite the Zero Lot Line boundary, except as may otherwise be shown on the official Final Plat. On Lots 45, 12, 13 no Zero Lot Line applies. Buildings setback lines on these Lots shall be in accordance with the Final Plat except that the placement on the Lot shall be approved in advance by the

Committee. 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 Ascension Parish, Louisiana, in effect on the date of these restrictions.

**7.14 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 it is completely finished.

**7.15 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. Furthermore, no home owner is allowed to have more than 2 animals in the home, ie 2 cats or 2 dogs; or 1 dog and 1 cat. The weight of each dog or cat will be limited to a maximum of 15 lbs. each. Homeowners must keep their and their neighbors property free of animal dung. All dogs NOT kept in a controlled area shall be kept on a leash in the rear of the lot. Furthermore, the following breeds of dogs are prohibited: Pit bulls, ~~Miskey~~ type, Chow, Wolf dog hybrid, German Shepherd, Malamute and Rottweiler. Exceptions to this must be in writing from the "Committee". Each resident is entitled to relative peace and quiet thus dog owners shall control constant and/or nagging barking.

**7.16 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.

**7.17 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 bi-monthly by the Association and the Owner of such Lot shall be billed a minimum of \$50.00 per mowing.

**7.18 Commercial, Noxious or Offensive Activities.**

*- amended 7/3/16*  
No commercial, retail activity, business, trade, garage sales or yard sales, 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. However, it is permissible that the owner of the lot may conduct business from their home providing there are not any type of employees or workers using the residence as an office. This restriction, however, shall not prohibit a builder from erecting temporary storage buildings and/or offices on any Lot during the construction of a house on the same Lot. Upon completion of a residence, all debris and temporary structures shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects. Garbage cans and refuse must be kept out of site from Rue Village.

7.19 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 or common areas. The Developer is exempt from this restriction.

7.20 Fences.

*AM 10/10/16*

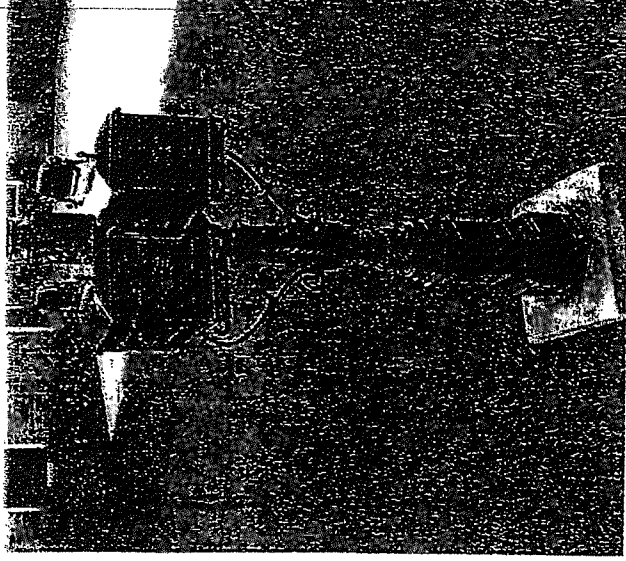
No fence or wall shall be constructed nearer to the street than the appropriate building setback line. No fence or wall shall be constructed nearer to the street on which the house faces than the front of the house, regardless of setback lines provided for herein. No fence or wall shall exceed six (6) 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 brick, wood, stucco, wrought iron or a combination thereof as approved by the Committee in advance. All wooden fences and gates shall be erected within the rear 50' of the lot only. In the case of fences erected by the Developer, it shall be the responsibility of each Lot Owner to maintain and repair that portion of such fence which the Developer has constructed along each rear Lot line. Every rear yard will be separated by a fence on the Zero Lot line side and provided by Builder of said Lot. Two adjacent lot Builders may share in cost of fence. Style of fencing must be approved by the committee prior to the installation.

7.21 Satellite Dishes.

No satellite dishes shall be allowed that exceeds 18" in diameter and shall be mounted in an area such that it shall not be seen from Rue Village. Mounting location must be approved by the committee prior to installation.

7.22 Mailboxes.

The Developer will designate a specific style and model of mailbox, including mounting post ("The Village" ), to be used for all Lots in the Subdivision. When a house is built on any Lot, the Builder thereof shall only use a Village Mailbox, the purchase and maintenance thereof to be the sole responsibility and at the cost of each respective Owner. An example of and details of the mailbox required is shown below and following, to wit:



**7.23 Parking, Trailers and RV's.**

No cars of the residents of a house on any Lot, 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. Commercial trucks over a 3/4 ton rating are not allowed to be parked overnight. Visitors of the residents of a house on any lot are allowed to park their vehicles in the driveways during the duration of their visit. Boats, R.V.'s, campers. Utility trailers, may not be kept parked in the driveway or yard of the owner's lot. Owners' vehicles, car or truck, must be parked in garage overnight. Visitors and guest are requested to use off street parking in an effort to keep street clear.

**7.24 Antennas, Outside Lighting and Sound Exterior Improvements.**

No outside television antenna, radio antennas, or similar structure 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. All seasonal decorative lighting shall be removed within 10 days of holiday and not erected prior to 30 days of said holiday. Any exterior improvements such as swing sets, yard ornaments, pools, fountains, and/or landscaping must be submitted for approval to the Committee prior to installation. Basketball goals are not allowed in the front yard or driveway area of any lot. Basketball goals may be maintained in common area by retention pond.

**7.25 Fireplace Flues. Other Vents**

Uncovered metal fireplace flues and chimneys are not permitted. Any metal chimney flue over 6" in diameter must be completely enclosed on all sides with brick or stucco or siding. Chimney caps are required and materials may be brick, slate, terra cotta, anodized aluminum or copper.

Stack vents are to be painted the color of roof and must be located in the rear of the home where possible. None are allowed on front elevation.

**7.26 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 ten (10) feet. Eight feet tall doors are highly recommended.

**7.27 Skylights.**

Skylights shall not be located on the front elevations of the home. No bubble skylights will be permitted. Solar collectors may only be placed in the rear of homes subject to the approval of the Committee. Skylights and solar collectors must be shown on plans and must be approved by the Committee.

**7.28 Roof Pitch.**

The minimum roof pitch shall be 8/12, except for shed roofs which shall be at least 4/12, unless otherwise approved by the Committee.

**7.29 Gardening. Yard Work**

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. Any type of lawn maintenance or gardening requiring any power tools or equipment is prohibited on Sundays.

Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary.

Lot owners shall be responsible for keeping lots mowed at all times and free from rubbish, trash, debris and noxious weeds. If weeds or grass are allowed to grow in excess of 8" or if rubbish or trash, etc. is allowed to remain on any lot in such amounts as shall be considered unsightly, the Committee shall notify the Lot Owner of the condition in writing by sending the owner of the lot a certified letter to the last known address of said lot owner explaining the condition that needs to be corrected. If after 10 days, no action is taken by the lot owner to correct the problem, the Committee may cause such work to be performed and may demand and sue for reimbursement of such costs, as well as, reasonable attorneys fees incurred in the collection thereof.

#### 7.29.1 Construction

No exterior construction may be done on a home on Sundays, except in cases of emergency. Construction may only begin one hour prior to sunrise and cease at dark during regular work days. It is the intention to give the neighbors a day of quiet rest as they enjoy their time with family and friends without any noisy interruptions.

#### 7.30 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. 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 of such 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 6.9 of these restrictions.

#### 7.31 Landscaping.

Prior to the date of occupancy of any home on a Lot (the "Landscape Completion Date"), the Lot Owner shall complete landscaping to the Lot to include:

- (a) Centipede grass sod on the entire lot, and
- (b) beds and planting along any side of the house facing a street with a minimum of twenty five (25) shrubs (3 gallon size) on each front and side yards facing a street and one (1) tree per lot area on each of the front yards facing a street; trees must be a minimum of ten feet (10') in height and a

minimum of 2 and 1/2 inches caliper (diameter measured 12 inches above the ground.)

(c) landscaping shall conceal air conditioning condenser units and power pedestals otherwise visible from any street.

The number of shrubs and trees required may be altered by the Committee depending on the size of the material used and the overall appearance.

If a flower bed is placed against a Zero Lot Line-wall, a minimum of four (4) inches of slab must be exposed. Beds shall be constructed with proper drainage so as to prohibit water from entering the adjoining home. All landscaping plans shall be approved by the Committee as to location and adequacy.

Two (2) sets of the landscape plans and specifications showing the name and placement of plant material, as well as quantity and size, shall be submitted for approval. Landscape plans should be submitted with house plans but, in any event, not later than black in stage. The entire front elevation of the home must be landscaped upon completion of the home and prior to occupancy. All landscape architects and contractors shall follow the Louisiana Nursery Specifications and Standards.

## 8. GENERAL PROVISIONS

### 8.1 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 provisions of these restrictions shall be ignored. The letter of these restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

### 8.2 Knowing Violations.

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.

### 8.3 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.

### 8.4 Amendment and Termination.

Any amendment to or termination of these restrictions prior to expiration of the initial twenty five (25) year term of duration shall only be by written act executed by 75% of the then Owners of all Lots. After expiration of the initial twenty five (25) year term of duration, these restrictions may be amended or terminated by written act executed by a majority of the then Owners of all Lots.

9/25/01  
+ 28  
9/25/06

**8.5 Notices.**

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

**8.6 Enforcement**

If any Owner, his agents, employees, heirs, successors, assigns or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner, the Association or the Developer to prosecute any proceeding at law or in equity against such an Owner and the person or person violating or attempting to violate any such obligations, covenants, restrictions, servitudes and conditions and to prevent him or them from so doing by a mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, with limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter.

**8.7 Severability.**

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

THIS DONE AND SIGNED in Prairieville, 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:

Charles H. Blama

Michael Ramirez

Randall Joseph Civello

RANDALL JOSEPH CIVELLO-OWNER LOT 23

Mima Rebecca Civello

MIMA REBECCA CIVELLO-OWNER LOT 23

V.A.W.L., L.L.C.

Larry W. Bugnoe

By: LARRY W. BUQUOI

Roy Domangue, Jr.

By: ROY DOMANGUE, JR.

THE VILLAGE AT WILLOW LAKE OWNERS' ASSOCIATION, INC.

Larry W. Bugnoe

By: LARRY W. BUQUOI

Roy Domangue, Jr.

By: ROY DOMANGUE, JR.

WOODEN CREATIONS, INC.

Roy Domangue, Jr.

By: ROY DOMANGUE, JR.

Anita D. Conrader

NOTARY PUBLIC



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**NOTARIAL  
ACT OF CORRECTION  
OF**

**TYPOGRAPHICAL ERRORS AND OMISSIONS**  
DEPUTY CLERK & RECORDER  
**PARISH OF ASCENSION**  
CERTIFIED TRUE COPY BY

STATE OF LOUISIANA

**BE IT KNOWN**, that on the 31<sup>st</sup> day of July, 2006, before me the undersigned Notary Public, duly commissioned and qualified in and for the above mentioned Parish and State, **PERSONALLY CAME AND APPEARED**:

**ANITA D. AMEDEE**

who declared that she was the notary who notarized a certain Declaration of Covenants and Restrictions for Village at Willow Lake Subdivision and Dedication and Transfer of Common Properties which was executed on September 25, 2001 wherein V.A.W.L. established said covenants and restrictions for The Village at Willow Lake Subdivision which is recorded and filed in the official records of the Clerk and Recorder for Ascension Parish, Louisiana, in File No. 497019 on the date of September 26, 2001.

In said document certain typographical errors were committed when the aforesaid Declaration was prepared in that the following language was incorrectly typed in said document:

**A.**

On Page 1 of the original recorded restrictions referenced above which were recorded in File #497019, the **description and heading** reads as follows:

DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR VILLAGE AT WILLOW LAKE  
SUBDIVISION AND DEDICATION AND TRANSFER OF COMMON PROPERTIES

One Page 1 of the original recorded restrictions referenced above which were recorded in File #497019, the **description and heading SHOULD READ** as follows:

DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR THE VILLAGE AT WILLOW LAKE  
SUBDIVISION AND DEDICATION AND TRANSFER OF COMMON PROPERTIES

**B.**

On Page 1 of the original recorded restrictions referenced above which were recorded in File #497019, the **property description** reads as follows:

Those certain lots and parcels of ground located in the Parish of Ascension, State of Louisiana in Section 25, Township 8 South, Range 2 East, SED East of the Mississippi, numbered

**Lots 1 thru 45** of the **Village at Willow Lake**,

**First Filing (Revised) and Second Filing**,

as shown on a map of Survey by GWS Engineering, Inc. dated 1/18/00 and recorded in the

official records of the Parish of Ascension, State of Louisiana, said Lots 1 - 45 having such dimensions and servitudes and setbacks as are shown on said map and is made a part hereof by reference.

One Page 1 of the original recorded restrictions referenced above which were recorded in File #497019, the **description and heading SHOULD READ** as follows:

Those certain lots and parcels of ground located in the Parish of Ascension, State of Louisiana in Section 25, Township 8 South, Range 2 East, SED East of the Mississippi, numbered

**Lots 1 thru 45 of The Village at Willow Lake,**

**First Filing (Revised) and Second Filing,**

as shown on a map of Survey by GWS Engineering, Inc. dated 1/18/00 and recorded in the official records of the Parish of Ascension, State of Louisiana, said Lots 1 - 45 having such dimensions and servitudes and setbacks as are shown on said map and is made a part hereof by reference.

**C.**

On Page 2 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **1.3 Common Properties** reads as follows:

**1.3 Common Properties.**

The term "Common Properties" as used in these restrictions shall mean and refer to (i) the private servitudes of access designated as Village Gardens Avenue and Jonbri Drive, together with the streets, curbs, gutters, drainage pipes and facilities, sidewalks and street signs located therein; (ii) the drainage pipes and facilities located within the private drainage servitudes; and (iii) the fences enclosing the Property, including the fences located on the rear lot lines.

On Page 2 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **1.3 Common Properties SHOULD READ** as follows:

**1.3 Common Properties.**

"Common Properties" shall mean and refer to all portions of the property which are intended for the common use and enjoyment of the Owners, and shall specifically include those areas and properties as shown on recorded plat dated January 18, 2000, which are to be conveyed to the Association by deed or which are dedicated to the Association on any recorded plat of the Property, and all real, personal or other property which may at any time be acquired by the Association."

**D.**

On Page 2 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 1.7, Age Qualified Subdivision** reads as follows:

**1.7 Age Qualified Subdivision.**

The phrase "Age Qualified Subdivision" as used and adopted by these restrictions shall mean and refer to the adoption by all of the owners of the lots located in this subdivision as named herein above, of the Housing for Older Persons Act of 1995

which amends the Fair Housing Act 46 U.S.C. 3601, et seq which modified the exemptions from certain status discrimination prohibitions granted to housing for older persons.

On Page 2 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 1.7, Age Qualified Subdivision SHOULD READ** as follows:

**1.7 Age Qualified Subdivision.**

The phrase "Age Qualified Subdivision" as used and adopted by these restrictions shall mean and refer to the adoption by all of the owners of the lots located in this subdivision as named herein above, of the Housing for Older Persons Act of 1995 which amends the Fair Housing Act 42 U.S.C. 3601, et seq which modified the exemptions from certain status discrimination prohibitions granted to housing for older persons.

**E.**

On Page 2 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 2.1, Purpose** reads as follows:

**2.1 Purpose.**

**This subdivision shall be considered an "Age Qualified Subdivision" and the owners herein do by these restrictions adopt, apply, and place into effect these provisions of the "Housing for Older Persons Act of 1995" as it amends 46 U. S. C. 3601, et seq.** In accordance with this adoption and application, it is accepted by the parties hereto and shall form as a restriction to the property described above that NO person under the age of 19 shall reside in any home built and located on the lots of this subdivision for a period of time in excess of 90 days.

The further purpose of these restrictions is to create residential community "housing for older persons" which has 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. The Committee will seek to encourage the creation of aesthetically harmonious relationship among the homes within the Subdivision and between the particular lot and home. The Committee will encourage the development of a Subdivision of outstanding architectural statements, and the repetition of home designs will be limited. Furthermore, it is the intent of these restrictions to provide harmonious living amongst all residences since close proximity exist. Though close proximity is apparent, the objective in these restrictions is to maintain ones private use of space without interfering with another's privacy.

On Page 2 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 2.1, Purpose SHOULD READ** as follows:

**2.1 Purpose.**

This subdivision shall be considered an "Age Qualified Subdivision" and the owners herein do by these restrictions adopt, apply, and place into effect these provisions of the "Housing for Older Persons Act of 1995" (HOPA)(Public Law 104-76) as it amends 42 U. S. C. 3601, et seq. In accordance with this adoption and application, it is accepted by the parties hereto and shall form as a restriction to the property described above that NO person under the age of 19 shall reside in any home built and located on the lots of this subdivision for a period of time in excess of 90 days.

The further purpose of these restrictions is to create residential community "housing for older persons" which has 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. The Committee will seek to encourage the creation of aesthetically harmonious relationship among the homes within the Subdivision and between the particular lot and home. The Committee will encourage the development of a Subdivision of outstanding architectural statements, and the repetition of home designs will be limited. Furthermore, it is the intent of these restrictions to provide harmonious living amongst all residences since close proximity exist. Though close proximity is apparent, the objective in these restrictions is to maintain ones private use of space without interfering with another's privacy.

**F.**

On Page 4 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 3.1, Formation and Purpose** reads as follows:

**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 the 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 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.

On Page 4 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 3.1, Formation and Purpose SHOULD READ** as follows:

**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 the 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.

**G.**

On Page 4 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 3.2, Membership** reads as follows:

**3.2 Membership.**

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

On Page 4 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 3.2, Membership SHOULD READ** as follows:

**3.2 Membership.**

Every Owner, including the Developer, shall be a member of the Association. **Developer shall cease being a member of the Association upon the sale of the last lot to an owner/occupant.**

**H.**

On Page 6 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 5.1, Dedication and Transfer of Title** reads as follows:

**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 operations shall be conducted on the surface of the Common Properties.

On Page 6 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 5.1, Dedication and Transfer of Title SHOULD READ** as follows:

**5.1 Title to Common Properties**

The developer shall convey, free and clear of all encumbrances and liens, titles to the common properties to the association commensurate with the filing of the Articles of Incorporation for the association by the developer and notwithstanding any delay in the conveyance of title to the common properties, the association shall be responsible for the payment of all property taxes, and other assessments which are liens against the common properties, from and after the date of the Articles of Incorporation of the Association.

**I.**

On Page 6 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 5.2, Owner's Servitude of Enjoyment** reads as follows:

**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 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.

On Page 6 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 5.2, Owner's Servitude of Enjoyment SHOULD READ** as follows:

**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 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.

**J.**

On Page 7 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 6.2, Purpose of Assessment** reads as follows:

**6.2 Purpose of Assessment.**

Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and 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 streets, curbs, gutters and drainage pipes, maintaining the landscaping located in the medians of Village Gardens Avenue, 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.

On Page 7 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 6.2, Purpose of Assessment SHOULD READ** as follows:

**6.2 Purpose of Assessment.**

Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and 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 of Village Gardens Avenue, 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.

**K.**

On Page 7 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 6.3, Basis and Maximum of Annual Assessments** reads as follows:

Beginning October 1, 2001, the annual assessment shall be \$250.00 per Lot. After October 1, 2002, 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 costs and future needs of the Association, set the amount of the annual assessment for any year at a lesser amount. Costs may only be increased a maximum of 10 percent per year. All monies paid for assessments herein are non-refundable.

On Page 7 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 6.3, Basis and Maximum of Annual Assessments SHOULD READ** as follows:

The annual assessment shall be \$250.00 per lot payable on August 1<sup>st</sup> of each year and shall be due and payable upon the filing of the Articles of Incorporation of the Association. After the filing of the Articles of Incorporation of the Association, 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 costs and future needs of the Association, set the amount of the annual assessment for any year at a lesser amount. Costs may only be increased a maximum of 10 percent per year. All monies paid for assessments herein are non-refundable.

**L.**

On Page 9 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 6.7, Developer Contribution and Date of Commencement of Annual Assessments.** reads as follows:

**6.7 Developer Contribution and Date of Commencement of Annual Assessments.**

The Developer has made an initial contribution of \$1000.00 to the Association. The annual assessments shall be collected in advance and shall become due and payable for the year on October 1 of each year, beginning on October 1, 2001. If the Developer sells a lot after October 1, 2001, the assessment shall be prorated for the remainder of that twelve month period.

On Page 9 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 6.7, Developer Contribution and Date of Commencement of Annual Assessments SHOULD READ** as follows:

The annual assessments shall be collected in advance and shall become due and payable for the year on August 1 of each year, beginning with the filing of the Articles of Incorporation of the Association. If the developer sells a lot after the filing of the Articles of Incorporation of the Association, the assessment for the new owner shall be prorated for the remainder of the twelve month period running from August 1<sup>st</sup> til July 31<sup>st</sup> and shall be payable at the closing and transfer of the lot in the form of a check payable to the Village at Willow Lake Homeowners Association, Inc.

**M.**

On Page 11 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 7.4, Building Size** reads as follows:

**7.4 Building Size.**

No residence may be built or occupied having less than one thousand, five hundred (1,500) square feet of heated and cooled living area on any Lot. Only on Lots 12, 13, 35 and 36 can a minimum of fourteen hundred (1,400) square feet of conditioned space be utilized with approval from the "Committee". In computing or determining the "heated and cooled living area," open porches, screened porches, porches with removable windows, breeze ways, 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 one-and-one half (1 ½) stories. Homes having one-and-one-half stories shall have a minimum of one thousand two hundred (1,200) square feet of living area on the ground floor.

On Page 11 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 7.4, Building Size SHOULD READ** as follows:

**7.4 Building Size.**

On lots 1-11, 14-34 and 37-45, no residence may be built or occupied having less than one thousand, five hundred (1,500) square feet of heated and cooled living area on any Lot. Only on Lots 12, 13, 35 and 36 can a minimum of fourteen hundred (1,400) square feet of conditioned space be utilized with approval from the "Committee". In computing or determining the "heated and cooled living area," open porches, screened porches, porches with removable windows, breeze ways, patios, landings, outside unfinished storage or utility areas, garages, carports and any other area having walls, floors, or ceilings not completed as an interior living space shall not be included. No building on a Lot shall exceed one-and-one half (1 ½) stories. Homes having one-and-one-half stories shall have a minimum of one thousand two hundred (1,200) square feet of living area on the ground floor.

**N.**

On Page 11 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 7.8, Bricks/Stucco** reads as follows:

**7.8 Bricks/Stucco**

A minimum of seventy percent (70%) of the total area of the house must be brick, unless otherwise approved by the "Committee". The Zero Lot Line wall shall be constructed entirely of brick. The front wall of the garage shall be faced with brick or stucco. Cement based stucco may only be used. E.I.F.S., or "Dryvit" type finish is not acceptable on wall areas.

On Page 11 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 7.8, Bricks/Stucco SHOULD READ** as follows:

**7.8 Bricks/Stucco**

A minimum of seventy percent (70%) of the total exterior wall, including all windows and all doors of the house must be brick, unless otherwise approved by the "Committee". The Zero Lot Line wall shall be constructed entirely of brick, except when glass block windows are used. All front elevations and the front wall of the garage shall be faced with brick or stucco. Cement based stucco may only be used. E.I.F.S., or "Dryvit" type finish is not acceptable on wall areas.

**O.**

On Page 12 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 7.11, Driveways and Sidewalks**, reads as follows:

**7.11 Driveways and Sidewalks.**

Driveways shall be constructed of concrete with a minimum of four (4") inches in thickness. A turning radius of not less than twenty-five (25') feet for entering garage shall be required, unless otherwise approved by the "Committee". Driveways shall be constructed of concrete and shall have a width of not less than eleven (11') feet flaring to twenty (20') feet at the street curb as a minimum. No driveway shall be permitted adjacent to another except where the configuration of Lots dictate it necessary and then it must be approved by the Committee. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted for use on driveways or sidewalks. It shall be the obligation of

each individual Lot owner to maintain that portion of the front and side sidewalk which is on or adjacent to his property. Driveways shall be located opposite the zero lot line side of said lot, unless otherwise approved by the "Committee".

On Page 12 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 7.11, Driveways and Sidewalks, SHOULD READ** as follows:

**7.11 Driveways and Sidewalks.**

Driveways shall be constructed of concrete with a minimum of four (4") inches in thickness. A turning radius of not less than twenty-five (25') feet for entering garage shall be required, unless otherwise approved by the "Committee". Driveways shall be constructed of concrete and shall have a width of not less than eleven (11') feet flaring to twenty (20') feet at the street curb as a minimum. No driveway shall be permitted adjacent to another except where the configuration of Lots dictate it necessary and then it must be approved by the Committee. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted for use on driveways or sidewalks. It shall be the obligation of each individual Lot owner to maintain that portion of the front and side sidewalk which is on or adjacent to his property. **Walkways along the side of the house shall be constructed of concrete, brick or crushed limestone.** Driveways shall be located opposite the zero lot line side of said lot, unless otherwise approved by the "Committee".

**P.**

On Page 13 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 7.18, Commercial, Noxious or Offensive Activities,** reads as follows:

**7.18 Commercial, Noxious or Offensive Activities.**

No commercial, retail activity, business, trade, garage sales or yard sales, 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. However, it is permissible that the owner of the lot may conduct business from their home providing there are not any type of employees or workers using the residence as an office. This restriction, however, shall not prohibit a builder from erecting temporary storage buildings and/or offices on any Lot during the construction of a house on the same Lot. Upon completion of a residence, all debris and temporary structures shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects. Garbage cans and refuse must be kept out of site from Rue Village.

On Page 13 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 7.18, Commercial, Noxious or Offensive Activities, SHOULD READ** as follows:

**7.18 Commercial, Noxious or Offensive Activities.**

No commercial, retail activity, business, trade, garage sales or yard sales, 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. However, it is permissible that the owner of the lot may conduct business from their home providing there are not any type of employees or workers using the residence as an office. This restriction, however, shall not prohibit a builder from erecting temporary storage buildings and/or offices on a Lot during the construction of a house on the same Lot. Upon completion of a residence, all debris and temporary structures shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects. Garbage cans and refuse must be kept out of sight from Rue Village.

#### Q.

On Page 14 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 7.20 Fences**, reads as follows:

##### **7.20 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 brick, stucco, wrought iron or a combination thereof approved by appearance if approved by the Committee in advance. In the case of fences erected by the Developer, it shall be the responsibility of each Lot Owner to maintain and repair that portion of such fence which the Developer has constructed along each rear Lot line. Every rear yard will be separated by a fence on the Zero Lot line side and provided by Builder of said Lot. Two adjacent lot Builders may share in cost of fence. Style of fencing must be approved by the committee prior to the installation.

On Page 14 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 7.20 Fences, SHOULD READ** as follows:

##### **7.20 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 brick, stucco, wrought iron or a combination thereof approved by appearance if approved by the Committee in advance. In the case of fences erected by the Developer, it shall be the responsibility of each Lot Owner to maintain and repair that portion of such fence which the Developer has constructed along each rear Lot line. Every rear yard will be separated by a **privacy fence** on the Zero Lot line side and provided by Builder of said Lot. Two adjacent lot Builders may share in cost of fence. Style of fencing must be approved by the committee prior to the installation.

#### R.

On Page 17 of the original recorded restrictions referenced above which were recorded in File #497019, the section marked **Paragraph 7.32, Drainage Control was inadvertently omitted** and is added herein as follows :

**7.32 Drainage Control** The final grade and the landscape of any lot shall not impede the flow of drainage on any adjoining lot.

S.

On Page 18 of the original recorded restrictions referenced above which were recorded in File #497019, the signature title reads as follows:

THE VILLAGE AT WILLOW LAKES OWNERS' ASSOCIATION, INC.

On Page 19 of the original recorded restrictions referenced above which were recorded in File #497019, the signature title **SHOULD READ** as follows:

THE VILLAGE AT WILLOW LAKE HOMEOWNERS' ASSOCIATION, INC.

THIS DONE AND SIGNED in Prairieville, Louisiana, on the 31<sup>st</sup> day of July, 2006, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

Joni M. Bugner  
Printed Name Joni M. Bugner  
Robyn Theriot  
Printed Name Robyn Theriot

Anita S. Amede  
ANITA S. AMEDEE-ORIGINAL NOTARY  
Larry W. Duquoi  
NOTARY PUBLIC LA. #18147

THIS DONE AND SIGNED by V.A.W.L., L.L.C. the original developer of The Village at Willow Lake Subdivision, in Prairieville, Louisiana, on the 31<sup>st</sup> day of July, 2006, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of whole, which signs herein to acknowledge the typographical errors and omissions listed hereinabove that were made in the original document mentioned above recorded in File #497019, and to further acknowledge and consent to the correcting of the above mentioned typographical errors and omissions by the signing of this document.

WITNESSES:

Joni M. Bugner  
Printed Name Joni M. Bugner  
Robbie Nielson  
Printed Name Robbie Nielson

V.A.W.L. L.L.C.  
By: Larry W. Duquoi  
LARRY W. DUQUOI-MEMBER  
By: Roy P. Domangue, Jr.  
ROY P. DOMANGUE, JR.-MEMBER

Robyn Theriot  
NOTARY PUBLIC Robyn Theriot  
#78080

UNITED STATES OF AMERICA



State of Louisiana

Al Ater

SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*  
a copy of an Amendment to the Articles of Incorporation of

THE VILLAGE AT WILLOW LAKE HOMEOWNERS ASSOCIATION, INC.

Domiciled at PRAIRIEVILLE, LOUISIANA,

Was filed and recorded in this Office on October 25, 2006.

INSTRUMENT # 00652003  
FILED AND RECORDED  
ASSESSMENT CLERK OF COURT  
2006 OCT 25 02:45:28 PM  
COB.  MORT.  OTHER

*Al Ater*  
DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

*Al Ater*  
DEPUTY CLERK  
SLIP:PRRT602

*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,*

October 25, 2006

*Al Ater*

JMO 36239053N 36297680

*Secretary of State*



ALL ATTER

SECRETARY OF STATE

RECEIVED & FILED

DATE OCT 25 2006

STATE OF LOUISIANA

PARISH OF ASCENSION

AMENDED ARTICLES OF INCORPORATION  
OF

THE VILLAGE AT WILLOW LAKE HOMEOWNERS ASSOCIATION, INC.

BE IT KNOWN, that on this 18<sup>th</sup> day of October, 2006, personally came and appeared before me, the undersigned Notary Public, the undersigned original incorporators and first Board of Directors of the above named corporation, hereto of the full age of majority, who declared to me, in the presence of the undersigned competent witnesses that, availing themselves of the Provisions of the Louisiana Business Corporation Law (Title XII, Chapter I, Louisiana Revised Statutes of 1950 as revised and codified by Act 105 of 1968, Legislature of Louisiana), they do hereby desire to amend the original articles of incorporation presently on file in the Secretary of State for the State of Louisiana to correct typographical errors that were made therein, all in accordance with the following amendments as follows:

IN THE ORIGINAL ARTICLES OF INCORPORATION ARTICLE V READS AS FOLLOWS:

The officers of this corporation shall consist of a President and a Secretary and a Treasurer and such other officers as the membership may elect or appoint. The President, the Secretary, and the Treasurer are to be elected annually by the membership of this association and shall serve one year or until their successors are duly elected or installed.

ARTICLE V IS HEREBY AMENDED TO READ AS FOLLOWS:

The officers of this corporation shall consist of a President, a Secretary, and a Treasurer who shall be members of the Board of Directors. No two or more offices may be held by the same person. The President, the Secretary and the Treasurer are to be elected annually by the Board of Directors and shall serve one year terms or until their successors are duly elected and installed.

THIS DONE AND PASSED on this 18<sup>th</sup> day of October, 2006, in Prairieville, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, after a reading of the whole.

WITNESSES:

Joni Buquoi  
Printed Name Joni Buquoi

Meredith Foster  
Printed Name Meredith Foster

By: [Signature]  
ROY DOMANQUE, JR. - MEMBER  
ORIGINAL INCORPORATOR  
By: [Signature]  
LARRY W. BUQUOI - MEMBER  
ORIGINAL INCORPORATOR

[Signature]  
Robyn Theriot Notary Public # 78080 My Commission expires at death.

ACCEPTANCE AND APPROVAL BY THE Original Board of Directors of said Corporation on this the 18<sup>th</sup> day of October, 2006, in the presence of the undersigned competent witnesses and me, Notary, after a reading of the whole.

Joni Buquoi  
Printed Name Joni Buquoi

Meredith Foster  
Printed Name Meredith Foster

[Signature]  
CAM FLAGG - PRESIDENT  
[Signature]  
JIM COPPER  
[Signature]  
HAROLD MAGEE - PRESIDENT  
[Signature]

Robyn Theriot Notary Public #78080 My Commission expires at death.

*8 Aug*

UNITED STATES OF AMERICA



State of Louisiana

Al Ater

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

THE VILLAGE AT WILLOW LAKE HOMEOWNERS ASSOCIATION, INC.

Domiciled at PRAIRIEVILLE, LOUISIANA,

Was filed and recorded in this Office on August 01, 2006,

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.

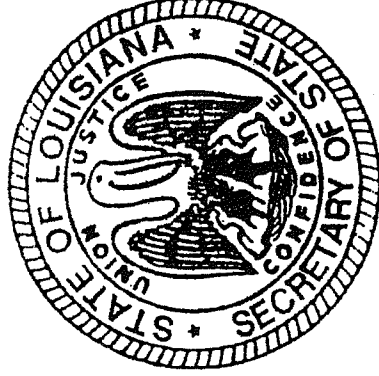
*In testimony whereof, I have hereunto set  
my hand and caused the Seal of my Office  
to be affixed at the City of Baton Rouge on,*

August 1, 2006

*Al Ater*

ABA 36239053N

*Secretary of State*





**ARTICLES OF INCORPORATION**  
OF  
THE

SECRETARY OF STATE

RECEIVED & FILED

DATE AUG 1 2006

**VILLAGE AT WILLOW LAKE  
HOMEOWNERS ASSOCIATION, INC.**

STATE OF LOUISIANA

INSTRUMENT # 00644515

PARISH OF ASCENSION  
ASCENSION CLERK OF COURT

2006 AUG 04 12:40:06 PM

BE IT KNOWN, that on this 31<sup>st</sup> day of July, 2006, before me, the undersigned  
Notary Public, duly commissioned and qualified in and for the Parish of Ascension, State  
of Louisiana, and in the presence of the undersigned competent witnesses, personally,  
came and appeared MAURY  
DEPUTY CLERK & RECORDER

**VAWL, LLC,**

CERTIFIED TRUE COPY BY MAURY  
a Louisiana Limited Liability Company, represented herein by Robert  
Domangue Jr. and Larry W. Buquoi, duly authorized by virtue of a  
certificate of authority of the members of said Limited Liability  
Corporation on file and of record in the office of the Clerk and  
Recorder for Ascension Parish, Louisiana.

who declared that availing itself of the benefits of the provisions of the Constitution of the State of Louisiana and the laws of the State relative to the organization of a non-profit corporation and particularly of the provisions of La R S 12 201-269, inclusive, it does by these presents form and organize itself, as well as all other persons who may hereafter join or become associated with it or its successors, into a non-profit corporation for the objects and purposes and under the covenants, stipulations and agreements following, to-wit:

**ARTICLE I.  
NAME AND POWERS**

The name of this corporation shall be **THE VILLAGE AT WILLOW LAKE HOMEOWNERS ASSOCIATION, INC.** and it generally shall possess all the powers, rights, privileges, capacities, and immunities which non-profit corporations are authorized, and may hereafter be authorized, to possess under the Constitution and laws of this State, and particularly under Title 12, Section 201 et seq of the Louisiana Revised Statutes.

**ARTICLE II.**

**NON-STOCK AND NON-PROFIT**

- A. This corporation is organized on a non-stock, non-profit basis and is hereby dedicated to the general purposes stated in Article IV which follows herein.
- B. No part of the net earnings 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 to the board member, officer or private individual for expenses incurred by said person while conducting authorized business on behalf of and 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 endorsing of political candidates 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.

**ARTICLE III.  
DOMICILE**

The domicile of this corporation at the time of its organization shall be 17229 Rue Village, Prairieville, Louisiana 70769, and the mailing address of its registered office shall be P.O. Box 767, Prairieville, Louisiana 70769.

**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 Declaration of Covenants and Restrictions of The Village at Willow Lake dated September 25, 2001 (hereinafter called the "Declaration") pertained to The Village at Willow Lake Subdivision, consisting of Lots 1 through 45, inclusive, (the "Property" as shown on a map entitled "The Village at Willow Lake" First Filing (Revised and Second Filing) Located in Ascension Parish, Louisiana VAWL, L.L.C. prepared by GWS Engineering, Inc., dated January 18, 2000, a copy of which is recorded in the official records of the Clerk and Recorder of Ascension Parish, Louisiana (the "Final Plat")

and

that certain Notarial Act of Correction of Typographical Errors and Omissions filed in file number 444705 of the official records of the Parish of Ascension, State of Louisiana which corrects typographical errors and omissions in the original Declaration of Covenants and Restrictions of The Village at Willow Lake referenced above.

- B. Exercising certain rights and powers and performing certain obligations relating to the individual lots together with improvements thereon, including the homes and as enumerated in the Declaration
- C. 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

The corporation shall not mortgage, pledge of hypothecate any or all of its movable or immovable property as security for money borrowed or debts incurred except with the consent of three-fourths (3/4) vote of its members

**ARTICLE V.  
OFFICERS**

The officers of this corporation shall consist of a President and a Secretary and a Treasurer and such other officers as the membership may elect or appoint. The President, the Secretary, and the Treasurer are to be elected annually by the membership of this association 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 The Village at Willow Lakes, First Filing (Revised and Second Filing), which is subject to the Declaration shall be a member of the

APPROVED 10/8/06  
17

corporation. Ownership shall be established by the recordation in the public records of Ascension Parish, State of Louisiana, of an instrument conveying ownership of a lot and improvements thereon 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 which is subject to the Declaration. When more than one person owns an interest in a lot or when a corporate, partnership or other legal entity owns a lot, no more than two adults may be designated as authorized to enjoy full benefits of membership.

#### ARTICLE VII. VOTING RIGHTS

One vote in all matters considered by the corporation shall be allocated to each lot. When more than one person is the owner of a lot 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. An owner, including the incorporator, owning more than one lot shall be entitled to one vote for each lot owned. In the event of resubdivision of one or more lots, the vote for each original lot as shown on the Final Plat of the Property shall be attributed to the owner of the resubdivided 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 Final Plat of the Property which are designated for residences (i.e., 45 lots)

#### 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 By-Laws. Special meetings of the members of the corporation may be called in accordance with the By-Laws.

#### ARTICLE IX. POWERS AND MANAGEMENT

The powers and management of the corporation shall be vested in, and exercised by, a Board of Directors with a minimum of three (3) members and a maximum of five (5) members. The number of directors shall be set forth in the By-Laws subject to the above limitations. A quorum for a meeting shall be 2/3 or 66.7% of the Board of Directors if the Board of Directors consists of three (3) members and the quorum shall be 3/4 or 75% of the Board of Directors has more than three (3) members.

The time and place for regular or special meetings of the Board of Directors shall be determined in accordance with the By-Laws.

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 director's present shall be necessary to decide any questions.

**ARTICLE X.  
REGISTERED AGENT**

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

Harold Magee  
17229 Rue Village  
Prairieville, Louisiana 70769

**ARTICLE XI.  
NON-STOCK CLASSIFICATION**

This 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 will become members of this association upon their purchase of a lot or lots in the subdivision and all lot owners shall be subject to the annual assessments and any special assessments approved by the association. No person may be a member that is not an owner of any least one lot in the subdivision. The fiscal year of this corporation shall be from the 1<sup>st</sup> day of August to July 31<sup>st</sup> of the following year. Dues for this association shall be paid on a pro-rata basis for the first fiscal year the property was purchased. If no dues have been authorized by the membership, then the only requirement for membership is the ownership of a lot which is subject to the Declaration and receipt by the corporation of a certified copy of the act conveying ownership. 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 levied against the purchased lot.

**ARTICLE XII.  
INCORPORATOR**

The name and post office address of the subscriber to these Articles of Incorporation is as follows:

VAVL, LLC  
15615-B Airline Highway  
Prairieville, Louisiana 70769

The signing of these Articles of Incorporation by the said incorporator shall act as its election to membership in this corporation.

**ARTICLE XIII  
BOARD OF DIRECTORS**

The names and addresses of the first Board of Directors at this inception are as follows:

- 1 Harold Magee  
17229 Rue Village  
Prairieville, Louisiana 70769
2. Cam Flacy  
17254 Rue Village  
Prairieville, Louisiana 70769
3. Jim Cooper  
17187 Rue Village  
Prairieville, La. 70769

This above appointed Board of Directors shall serve for 90 days, or until such time that a special meeting can be called and they are re-elected or replaced. The above Board of Directors shall within 90 days from the formation of this corporation submit to the membership of this corporation for their approval, proposed by-laws. Nothing herein shall prevent the membership from establishing the number of directors that shall manage this corporation.

#### ARTICLE XIV. NOTICES TO HOLDERS OF MORTGAGES

The corporation shall give to each institutional holder of a first mortgage on a lot in the Property which has made a request therefor, identified by lot number, a thirty-day written notice of intent to (a) abandon or terminate the performance of its duties and obligations under the Declaration, (b) materially amend these Articles of Incorporation or the By-Laws of the corporation, or (c) change from professional management to self-management of the Property or vice versa.

#### ARTICLE XV. DURATION; DISSOLUTION

The corporation shall enjoy perpetual existence unless sooner dissolved.

The corporation may be dissolved with the consent given in writing and signed by not less than three-fourths (3/4) vote 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 those for which this 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 XVI. AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be amended at a general membership meeting held pursuant to a special ten-day notice of the amendments to be proposed. Either the Board of Directors or the members of the corporation may originate a proposed amendment. An amendment to these articles shall not be effective until it has received the approval of not less than three-fourths (3/4) vote of the entire membership of the corporation. No amendment, modification, supplement or deletion shall be effective if it violates any of the provisions of the Declaration.

#### ARTICLE XVII. LIMITS OF LIABILITY

No member of this corporation shall ever be held liable or responsible for contracts, debts, or defaults of this corporation in any further sum than the unpaid dues, if any, owed by him to the corporation (and excepting assessments, charges, and fines provided for in the Declaration), nor shall any mere informally in organization have the effect of rendering these Articles of Incorporation null and void or of exposing the members to any liability other than that above provided. No director or officer of this corporation shall be personally liable to this corporation or its shareholders for monetary damages for breach of fiduciary duty as a director or officer, except to the extent required by Louisiana law for liability (I) for breach of the director's or officer's duty of loyalty to this corporation or its shareholders, (II) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (III) under Section 226 (D) of the Louisiana Nonprofit Corporation Law, or (IV) for any transaction from which the director or officer derived an improper personal benefit. If the Louisiana Nonprofit Corporation Law is hereafter amended to authorize corporate action further limiting or eliminating the personal liability of directors and officers, then the liability of each director and officer of this corporation shall be limited or eliminated to the full extent permitted by the Louisiana Nonprofit Corporation Law as so amended from time to time. Neither the amendment nor repeal of this Article, nor the adoption of any provision of this corporation's Article of Incorporation inconsistent with this

Article shall eliminate or reduce the effect of this Article, in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XVIII.

This corporation has not yet obtained a taxpayer identification number.

THUS DONE AND PASSED on this the 31<sup>st</sup> day of July, 2006, in Prairieville, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, after a reading of the whole.

WITNESSES:

John M. Bunker  
Printed Name John M. Bunker

Bobbie Nielson  
Printed Name Bobbie Nielson

VAWL, LEO  
By: [Signature]  
RODDOMANGUE, JR. - MEMBER

By: [Signature]  
LARRY W. BUQUOI - MEMBER

Robyn Theriot  
Notary Public Robyn Theriot  
# 18080

My Commission expires at death.

ACCEPTANCE OF APPOINTMENT TO INITIAL BOARD OF DIRECTORS

THUS DONE AND PASSED on this the 31<sup>st</sup> day of July, 2006, in the presence of the undersigned competent witnesses and me, Notary, after a reading of the whole to accept the initial appointment as a member of the Board of Directors of this corporation.

WITNESSES:

John M. Bunker  
Printed Name John M. Bunker

Bobbie Nielson  
Printed Name Bobbie Nielson

[Signature]  
CAM FLACY

[Signature]  
JIM COOPER

[Signature]  
HAROLD MAGEE

Robyn Theriot  
Notary Public Robyn Theriot  
# 18080


My Commission expires at death.

**AFFIDAVIT OF ACKNOWLEDGMENT  
AND  
ACCEPTANCE OF APPOINTMENT  
BY DESIGNATED REGISTERED AGENT(S)  
ACT 769 OF 1987**

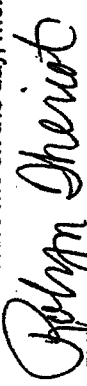
To the State Corporation Department  
State of Louisiana

STATE OF LOUISIANA  
PARISH OF ASCENSION

On this 31<sup>ST</sup> day of July, 2006, before me, a Notary Public in and for the State and Parish aforesaid, personally came and appeared HAROLD MAGEE, who does hereby acknowledge and accept appointment as the Registered Agent of The Village at Willow Lake Homeowners 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.

  
HAROLD MAGEE, Registered Agent

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

  
Notary Public Robert Thierich #78080  
My Commission expires at death

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ASCENSION  
PRAIRIEVILLE, LOUISIANA

SERVITUDE AGREEMENT  
BETWEEN

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
AND  
THE VILLAGE AT WILLOW LAKE HOMEOWNERS ASSOCIATION, INC.

State Project No. 260-01-0028 (H.002372)  
F.A.P. NO. 0307 (506)  
LA 42 (US 61 - LA 44)  
Route LA 42  
Parcel Number 6-2

Be it known, that on the dates hereinafter signed and notarized,

Before the undersigned notaries public, duly commissioned and qualified in and for the state and parish (county) aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

The LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT whose mailing address is Post Office Box 94245, Baton Rouge, Louisiana 70804, represented by its Real Estate Administrator, duly authorized by Louisiana Department of Transportation and Development Secretary's Policy and Procedure Memorandum number 44, a copy of which is attached hereto and made part hereof.

And

THE VILLAGE AT WILLOW LAKE HOMEOWNERS ASSOCIATION, INC., whose mailing address is P.O. Box 1287, Prairieville, Louisiana, 70769, whose taxpayer identification number is 20-535150, represented by Ms. Pat Fair, its President, duly authorized by resolution of its board, a certified copy of the resolution with board meeting minutes is attached hereto and made part hereof. Ms. Fair, for The Village at Willow Lake Homeowners Association, Inc., accepts and acknowledges delivery and possession of this servitude and assumes an affirmative obligation to insure and maintain the fence in sound condition and good repair, in perpetuity.

INSTRUMENT # 00829480  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2013 JUL 02 02:22:03 PM  
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Blandy  
DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY  
Blandy  
DEPUTY CLERK



The Louisiana Department of Transportation and Development, hereinafter referred to as the "Department," and The Village at Willow Lake Homeowners Association, Inc., hereinafter referred to as "Willow Lake," hereby declare, stipulate, covenant and agree, as follows:

1. This Servitude Agreement is made for and in consideration of the mutual promises contained herein and other benefits accruing to the parties hereto.
2. Funding required to implement this project (and build the fence) is subject to approval of the State Bond Commission. If the State Bond Commission does not fund this project, then this Servitude Agreement shall not be implemented.
3. The rights, interests, obligations and benefits herein constitute, individually and collectively, a perpetual real right which vests immediately in Willow Lake upon the execution of the Servitude Agreement and shall be binding on the Department, its heirs, successors and assigns and on all subsequent owners of the property.
4. Further, it is the intent of the parties that Willow Lake's affirmative obligation to insure and maintain the fence in sound condition and good repair constitutes, individually and collectively, a perpetual real right which vests immediately in the Department upon the execution of the Servitude Agreement and shall be binding on Willow Lake, its heirs, successors and assigns. This affirmative obligation is for the benefit of the Department, its heirs, successors and assigns and all subsequent owners of the property, in perpetuity.
5. The Department does hereby grant, transfer, and deliver unto Willow Lake, a permanent servitude ("Servitude") on, over and across Parcel 6-2 (referred to as the "Property"). The Servitude Agreement constitutes a binding servitude, in perpetuity, upon the Property. It is a conveyance of permanent servitude only and not a conveyance of full ownership thereto.
6. The Department possesses full and complete ownership of one tract or parcel of land which property is more particularly described below:

**DESCRIPTION**

One certain tract or parcel of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 25, Township 8 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Louisiana, identified as Parcel Number 6-2, as shown on the map showing proposed servitude created by the Louisiana Department of Transportation and Development located in Lot 13, Village at Willow Lake Subdivision, First Filing for State Project Number 260-01-0026 (H.002372), LA 42 Widening and Improvements, Ascension Parish, Louisiana, prepared by Michael Peter Maillet, Professional Land Surveyor, dated March 20, 2013, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

PARCEL 6-2, Proposed 2' Servitude

From a point on the centerline of State Project No. H.002372, at Station 127+29.40, proceed S04°56'54"E a distance of 57.31 feet to the point of beginning; thence proceed N88°58'33"E a distance of 44.11 feet to a point and corner; thence proceed S88°16'41"E a distance of 114.26 feet to a point and corner; thence proceed S04°06'02"E a distance of 2.01 feet to a point and corner; thence proceed N88°16'41"W a distance of 114.41 feet to a point and corner; thence proceed S88°58'34"W a distance of 43.92 feet to a point and corner; thence proceed N04°56'54"W a distance of 2.00 feet to the point of beginning. All of which comprises Parcel 6-2 as shown on the map showing proposed servitude created by the Louisiana Department of Transportation and Development located in Lot 13, Village at Willow Lake Subdivision, First Filing, Section 25, Township 8 South, Range 2 East, Southeastern Land District East of the Mississippi River, State Project No. 260-01-0028 (H.002372), La 42 Widening and Improvements, Ascension Parish, LA 42 and contains an area of 316.7 square feet or 0.007 acres.

7. Subject to Bond Commission approval of funding for this project, the Department will build a fence on the above described property. The fence will be constructed promptly in connection with clearing and grubbing (the surface operation for the cutting and removing of timber, logs, brush, stumps and debris within or encroaching onto the right-of-way). No gates or access points of entry/exit will be incorporated in the fence. The landscape plan will be implemented after construction of the roadway is complete. The fence and landscape plan specifications are attached hereto and made part hereof.

8. Willow Lake acknowledges and agrees that Willow Lake will assume, at Willow Lake's expense, the full burden and affirmative obligation of inspection, maintenance, repair and replacement of the fence (hereinafter referred to as "affirmative obligation"), in perpetuity. If the fence is damaged by the Department, its contractor(s), and/or subcontractor(s) during the project

(through the time that the project is accepted as final by the Department), the Department, its contractor(s), and/or subcontractor(s) will repair the fence.

9.

If Willow Lake fails to carry out its affirmative obligation and the Department, its heirs, successors and assigns and/or subsequent owners of the property, undertake any work related to the fence, including but not limited to inspection, maintenance, repair, replacement, demolition and/or removal, Willow Lake will reimburse the Department, its heirs, successors and assigns and/or subsequent owners of the property for any and all reasonable expenses incurred to carry out such work.

10.

Willow Lake hereby agrees to protect, defend, indemnify and hold harmless the Department, its successors in interest and assigns, employees, agents, engineers and contractors, including contractor employees, agents and subcontractors, lessees and permittees, and the insurers of the same, from any and all claims, demands, and liabilities whatsoever for damages to any person or property arising out of or resulting from the actions or inaction of Willow Lake, and anyone acting on Willow Lake's behalf, in connection with activities upon and/or the use of the Property. Willow Lake hereby assumes both a defense obligation and indemnity obligation which includes all costs and expenses, including attorney fees associated with such claims, demands and liabilities.

11.

In the event Willow Lake is found to have violated any of its obligations arising from the Servitude Agreement, Willow Lake agrees to indemnify and hold harmless the Department, its heirs, successors and assigns and all subsequent owners of the property, from all reasonable attorney fees, expert witness charges and other charges, fees, and costs paid or incurred by the Department, its heirs, successors and assigns and all subsequent owners of the property, in the enforcement of any of its rights granted herein.

12.

The Servitude Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provisions or portion of this Servitude Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement shall be valid and enforceable to the fullest extent permitted by law.

13.

The Department, its successors and assigns, will do and perform at Department's cost all acts necessary to the prompt filing for registry of the Servitude Agreement in the conveyance records of the Parish of Ascension wherein the property is located.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this Servitude Agreement as their free and voluntary acts, in triplicate originals, or counterpart originals, in the presence of the undersigned competent witnesses, and when fully executed by all parties, it shall be effective as of the 1st day of July, 2013 (the "Effective Date").

#### **EXHIBITS**

- (A) Association Resolution
- (B) Association Meeting Minutes
- (C) Louisiana Department of Transportation and Development Secretary's Policy and Procedure Memorandum Number 44.
- (D) Fence Specifications
- (E) Landscape Specifications
- (F) Map
- (G) Coverage Declaration from Willow Lake's Insurance Company

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT


By: [Signature]  
Hubert Graves  
Title: Real Estate Administrator  
Date: 6/28/2017  
[Signature]  
Signature  
Scott Brady  
Printed Name


Witnesses  
[Signature]  
Signature  
HEATHER HALL CORSENTINO  
Printed Name


[Signature]  
Notary Public  
Printed Name Kiawasha Twan Pierre White  
Notary Number 33677  
Commission Expires \_\_\_\_\_

KIAWASHA TWAN PIERRE WHITE  
EX-OFFICIO NOTARY, ID# 132677  
LA DEPT. OF TRANS. AND DEV.  
P. O. BOX 94245  
BATON ROUGE, LA 70804-9245

THE VILLAGE AT WILLOW LAKE HOMEOWNERS ASSOCIATION, INC.

  
By: PAT FAIR  
Title: PRÉSIDENT  
Date: 6-27-2013

  
Signature  
Barry J. Keller  
Printed Name

Witnesses  
  
Signature  
John Chemin  
Printed Name

  
Notary Public

Printed Name Charles J. Duke Jr.  
Notary Number 24607  
Commission Expires LIFE



# THE VILLAGE AT WILLOW LAKE HOMEOWNERS ASSOCIATION

P.O.Box 1287, Prairieville, La. 70769

## RESOLUTION TO EXECUTE SERVITUDE AGREEMENT

WHEREAS, the Board of Directors has determined it to be in the best interest of the homeowners who reside in the subdivision known as The Village At Willow Lake, to execute a servitude agreement between Louisiana Department Of Transportation And Development And The Village At Willow Lake Homeowners Association. This servitude runs parallel to Lot #12, Parcel Number 6-1 and Lot #13, Parcel Number 6-2.

BE IT KNOWN that the Board of Directors does here by authorize its President, **Pat Fair**, to sign all documents needed to accept and execute this servitude agreement.

This Resolution is for Servitude Agreement on Lot #12, Parcel Number 6-1 and for Lot #13, Parcel Number 6-2, in the Village at Willow Lake Subdivision in Prairieville Louisiana.

The officers of this association are authorized to perform the acts to carry out this corporate resolution.

Board of Director	<u>Pat Fair</u>	<u>6-27-13</u>
	Pat Fair, President	Date
Board of Director	<u>John Chemin</u>	<u>6/27/13</u>
	John Chemin, Secretary	Date
Board of Director	<u>Barry Keller</u>	<u>6-27-13</u>
	Barry Keller, Treasurer	Date

The Secretary of the Association certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the Board of Directors held on June 27, 2013 at 17239 Rue Village, Prairieville, Louisiana.

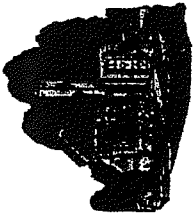
John Chemin 6/27/13  
John Chemin, Secretary Date

SWORN AND SUBSCRIBED BEFORE ME,

this the 27<sup>th</sup> day of JUNE, 2013.

Shirley R. Richlin  
NOTARY-PUBLIC

Commission expires June



**THE VILLAGE AT WILLOW LAKE  
HOMEOWNERS ASSOCIATION**  
P.O.Box 1287, Prairieville, La. 70769

Board of Directors Meeting Minuets - June 27, 2013

Meeting was held at 17239 Rue Village, Prairieville, La.

Meeting called to order by Pat Fair at 1:00 PM.

Board member Barry Keller recommended that our annual block party be put on hold until the end of summer whenever it gets cooler. John Chemin and Pat Fair agreed.

Treasurer Barry Keller made a motion that the annual dues for 2013-2014 remain that same as last year, which is \$200.00 per lot owner. Pat Fair seconded the motion. Motion passed 3-0.

Board Member John Chemin made a motion to authorize President Pat Fair to execute the two Servitude Agreements, which were presented to the BOD by the Highway 42 committee chairperson Harold Magee. BOD will produce a corporate resolution for this purpose. Barry seconded the motion. Motion passed 3-0.

Barry motioned that the meeting be closed. Motion seconded by Pat. Meeting ended at 1:30PM.

President, Pat Fair

Secretary, John Chemin

Treasurer, Barry Keller

6-27-13



Revised December 2, 2009

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SECRETARY'S POLICY AND PROCEDURE MEMORANDUM (PPM) NO. 44

SUBJECT: Authority of the Real Estate Administrator and designated representatives

EFFECTIVE DATE: August 24, 1977

INSTRUCTIONS: This memorandum supersedes all other memoranda and manuals.

The Real Estate Administrator or Assistant Real Estate Administrators are instructed, empowered, authorized, and directed to sign and to accept for and on behalf of the Department of Transportation and Development, all real estate or right-of-way documents executed in connection with the acquisition, disposal, abandonment, construction, alteration, and maintenance of roads, bridges, and other facilities under the jurisdiction of the Department of Transportation and Development.

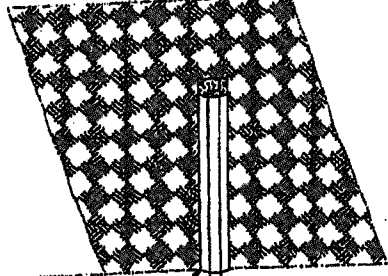
For purposes of Louisiana Revised Statutes (R.S.) 48:443, the Real Estate Administrator will exercise those functions specified in the statute.

For purposes of R.S. 48:442(3) (d), the Assistant Real Estate Administrators will be considered to be assistants to the Real Estate Administrator.



William D. Ankner, Ph.D.  
Secretary

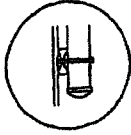
# Pine Fence Detail



embed posts with type M  
concrete into 54" x 8"  
hole with 6" gravel bed

highway side

3/8"x5" hot dipped  
galvanized carriage bolt  
with nut & washer



3"o.d.x14" hot dipped  
galvanized post @ o.c.

Simpson FB24 fence bracket  
or equal/ stagger splices

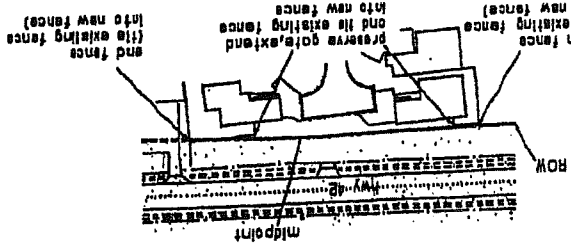
(5)- 2x4 treated pine  
rolls equally spaced

keep boards 4"  
above finished grade

1 3/4" galvanized  
ring shank nails  
(2 per rail each  
board)

1x6x10 appearance grade pine  
pressure-treated southern pine

Notes:  
Fence posts shall be located 6 inches  
off ROW. Fence beginning, midpoint and  
end shall be located by survey or directed  
by the project engineer. Fence shall not  
be installed until after clearing and grubbing  
and final grade has been completed in that  
area according to the project engineer. Remove  
any existing fence sections as directed by the  
project engineer.



The Village of Willow Lake  
Pine Fence Detail

DATE	11/11/11
BY	JASH
CHECKED	JASH
APP'D	JASH
SCALE	AS SHOWN



STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

PROPOSED ROAD PROJECT

STATE PROJECT NO. H.002370 (260-01-0026)

LA 42 WIDENING AND IMPROVEMENTS  
ASCENSION PARISH

The following technical specifications have been prepared by or under the direct supervision of the licensed (Architect, Civil/Mechanical/Electrical Engineer, Landscape Architect) whose seal/stamp appears below.

**ITEM NS-ENH-23080, Weed control fabric**

**Description:** This item consists of supplying and installing of a weed control fabric (geotextile) above the mulch bed and below the top dress mulch for the purpose of controlling unwanted vegetation in an environmentally friendly way that will allow air, water, and fertilizers to pass through to plant roots and is permanent when covered from sunlight.

**Materials:** Weed control fabric (geotextile) shall be constructed from a 5 oz. Polypropylene woven fabric that complies with the following requirements:

Material - Polypropylene  
Color - Black  
Permeability - 12 gal/sqft/min  
Tensile Strength (lbs) - Warp - 100 / Fill - 60  
Elongation (%) - Warp 23 / Fill 17  
Trapezoid Tear - 70 lbs.  
Burst Strength - 85 psi  
UV Exposure - 73% after 2500 hours

**Construction Requirements:** The weed control fabric (geotextile) shall be placed over the entire bed area with the exception of an opening for the plants. No soil shall be placed on top of the weed control fabric (geotextile), only the top dress mulch. Handle and install the weed control fabric (geotextile) in accordance with manufacturer's written recommendations.

**Payment:** Payment will be made under item NS-ENH-23080, Weed control fabric, Sq yd

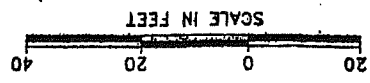
Herb Pillier DOTD Landscape Architect, LA Lic.NO, P-239

Name H. Pillier Date: 9-12-2012  
Discipline: Landscape Architecture

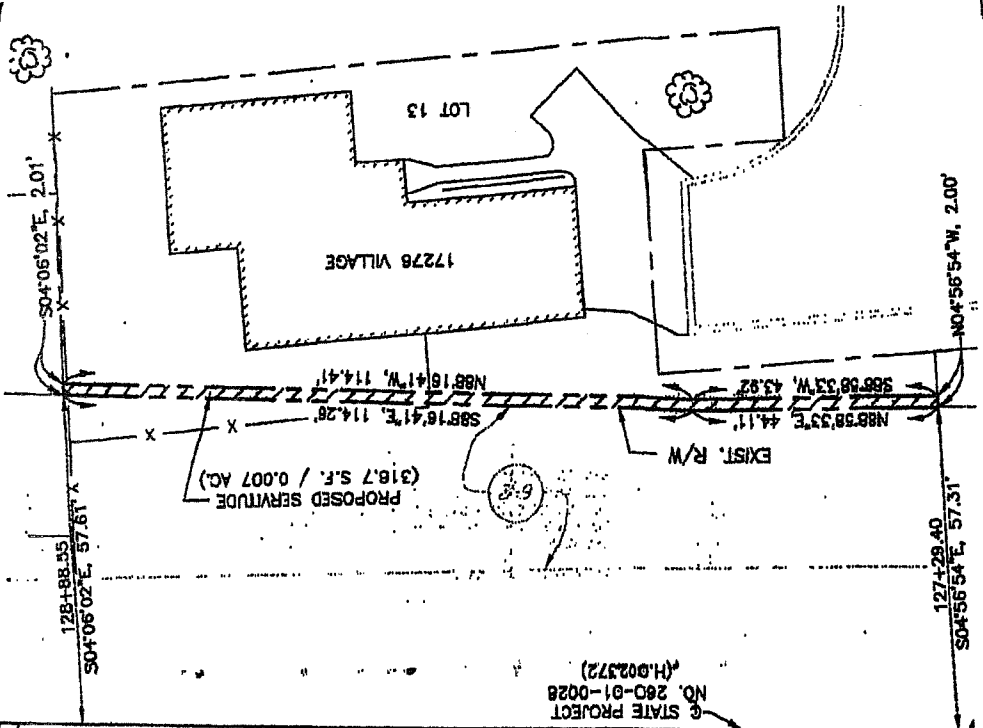
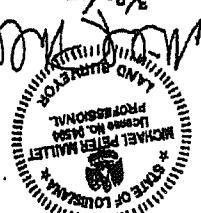


**G O T T E R C H I N G**  
 CONSULTING ENGINEERS  
 2525 BLUEBONNET BLVD.  
 BATON ROUGE, LA 70815

NO.	DATE	REVISION



STATE PROJECT NO. 260-01-0028 (H.002372)  
 LA 42 WIDENING AND IMPROVEMENTS  
 ASCENSION PARISH  
 EAST OF THE MISSISSIPPI RIVER  
 SOUTHEASTERN LAND DISTRICT  
 SECTION 25, T8S-R2E,  
 FIRST FILING  
 LOT 13, VILLAGE AT WILLOW LAKE SUBD.,  
 LOCATED IN  
 CREATED BY D.O.T.D.  
 MAP SHOWING PROPOSED SERVITUDE  
 DEPARTMENT OF TRANSPORTATION  
 & DEVELOPMENT  
 STATE OF LOUISIANA



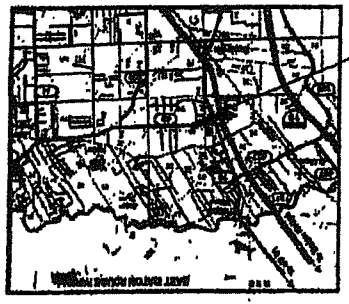
**NOTES:**  
 THIS MAP WAS COMPILED FROM THE RIGHT OF WAY MAP  
 AND PARCEL 8-2 DESCRIPTION OF STATE PROJECT NO.  
 260-01-0028 (H.002372) DATED 8/29/11 & REVISED  
 8/4/13 PREPARED BY D.O.T.D.  
 NO MARKERS SET AT SERVITUDE LINE.  
 REFERENCE:  
 DOTD MAP "RIGHT OF WAY MAP", STATE PROJECT NO.  
 260-01-0028 (H.002372) LA 42 WIDENING & IMPROVEMENTS,  
 ASCENSION PARISH, LA 42, DATED 8/26/11  
 REVISED 8/4/13

STATE PROJECT  
 NO. 260-01-0028  
 (H.002372)

PROJECT  
 & CURVE DATA  
 $\Delta = 02.31'10.7"$  RT.  
 $D = 00.505035.3'$   
 $T = 149.54'$   
 $L = 289.04'$   
 $R = 6800.00'$   
 $CH = S88.15233^{\circ}E, 289.02'$

SOUTHEASTERN LAND DISTRICT  
 T-8-S, R-2-E  
 SECTION 25  
 EAST OF THE MISSISSIPPI RIVER

MINORITY MAP  
 SCALE 1" = 2 MILES



PARCEL 8-2

PT. STA. 128+49.61  
 128+400

128+400

PT. STA. 128+50.57





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Todd C Husers		NAMED INSURED Village At Willow Lake Homeowners Association	
POLICY NUMBER 98-E9-5801-8		EFFECTIVE DATE: 03/30/2013	
CARRIER State Farm Fire and Casualty Company	NAIC CODE 25143		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 FORM TITLE: Certificate of Property Insurance

### Forms, Options and Endorsements:

CMP-4100	Businessowners Coverage Form
CMP-4218	Amendatory Endorsement
CMP-4710	Emp Dishonesty \$25,000
CMP-4705	Loss of Income & Extra Expense

### Forms, Options and Endorsements:

CMP-4496	Dir & Officers \$1,000,000
CMP-4550	Residential Community Assoc
CMP-4508	Money and Securities

### Coverages:

Business Liability	\$1,000,000
Medical Payments	\$5,000
Products-Completed Operations	\$2,000,000
General Aggregate	\$2,000,000

### Coverage

Unless otherwise endorsed, this policy provides replacement cost coverage on described property and common areas detailed within the association bylaws including the following types of property within a unit, regardless of ownership:

- 1. Fixtures, improvements and alterations that are a part of the building or structure; and
- 2. Appliances such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

Replacement cost coverage is subject to the terms and conditions of the policy and any endorsements.

Coverage under this policy may have been modified to provide actual cash value coverage rather than replacement cost coverage, or to remove specified property from coverage, if any endorsement containing in its title "ACV" or "Actual Cash Value," or "Additional Property Not Covered" is identified on this Certificate of Insurance.

This policy provides coverage on a standalone/individual condominium association.

### Commercial General Liability

State Farm refers to this coverage as Business Liability Coverage. Coverage amount shown is Per Occurrence.

### Loss of Rents, Loss of Income and Extra Expense

If this coverage is shown, limits are "Actual Loss Sustained". Contact the agent to confirm the number of day's coverage.



Fire Policy Status

JUNE 17, 2013

VILLAGE AT WILLOW LAKE  
HOMEOWNERS ASSOCIATION  
PO BOX 1287

H Ph. (225) 445-2955

Yr issd: 2007

FIRE Policy: 98-E9-5801-8 F  
Xref:

PRAIRIEVILLE LA 70769-1287

Location: HWY 42 & VILLAGE GARDENS AVE  
PRAIRIEVILLE LA 70769

Type: CONDOMINIUM  
Coverage information  
-BUILDING 20800  
BPC: Residential Community Association Policy

Term: CONT

Premium: 1,138.34  
Renew date: MAR-30-14  
Written date: MAR-30-07

BOSS INC 12 MONTH

-BUSN LIAB 1000000  
EN AGGREGT 2000000  
CO AGGREGT 2000000  
-MED/PERSN 5000  
JX 20800

Amount paid: 1138.34  
Date paid: APR-08-13  
Bill to: INSD

Prev risk: 20,500

Prev prem: 1,172

Deductibles applied: 1000 ALL PER OTHER DED MAY APPLY

Messages:

RENYR \$ 129 /CHR C 20.0%  
Premium Tax surcharges  
CITIZENS-FE 12.34

Year built: 2007

Constr: FRAME

Units: 0045

Zone: 84  
Prot class: 5  
Families: 45

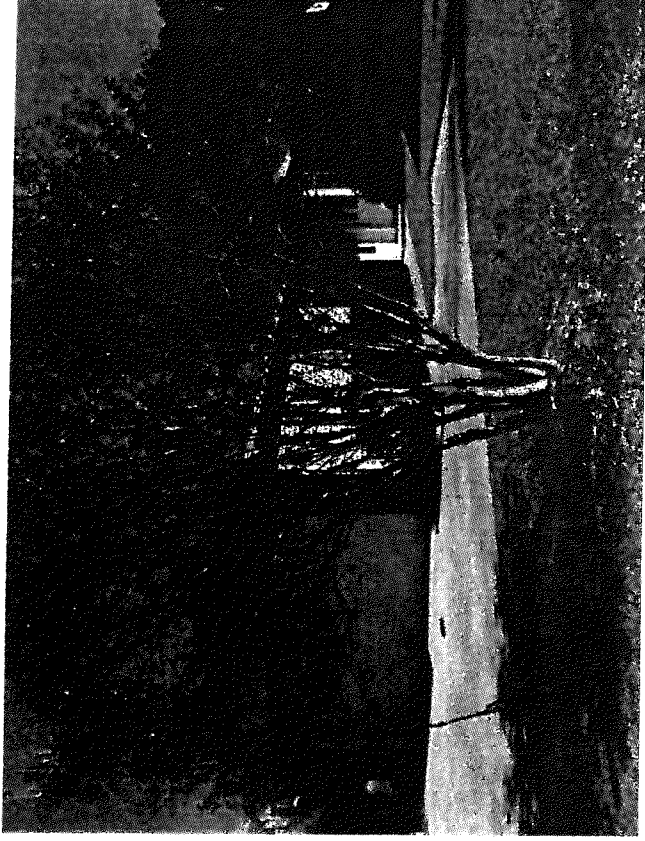
Love-in: I Entry: APR-10-07 FMP seg: 02

Fire Policy Status

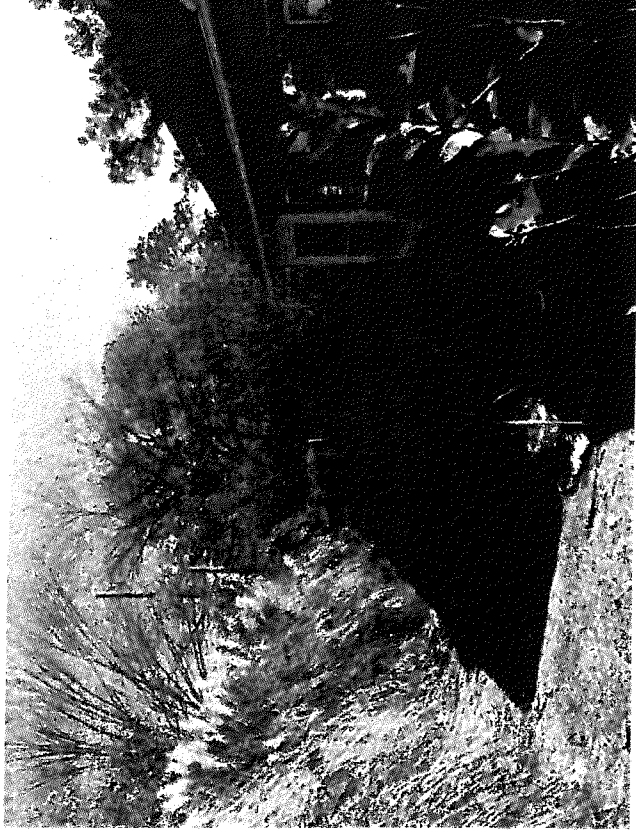
JUNE 17, 2013

COVERAGE TITLES	LIMIT	DEDUCT
*Accounts Receivable	\$50,000	\$1,000
Arson Reward	\$5,000	\$0
Back-Up of Sewer or Drain Collapse	Included	\$1,000
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Included Coverage B Limit	\$1,000
*Damage To Premises Rented To You	\$300,000	\$0
Debris Removal	25% of covered los	\$1,000
Directors And Officers Liability	\$1,000,000	\$0
*Employee Dishonesty	\$25,000	\$250
Equipment Breakdown	Included	\$1,000
Fire Department Service Charge	\$5,000	\$0
Fire Extinguisher Systems Recharge Expense	\$5,000	\$0
Forgery Or Alteration	\$10,000	\$1,000
Glass Expenses	Included	\$1,000
Increased Cost Of Construction And Demolition	10%	\$1,000
Costs (applies only when buildings are insured on		

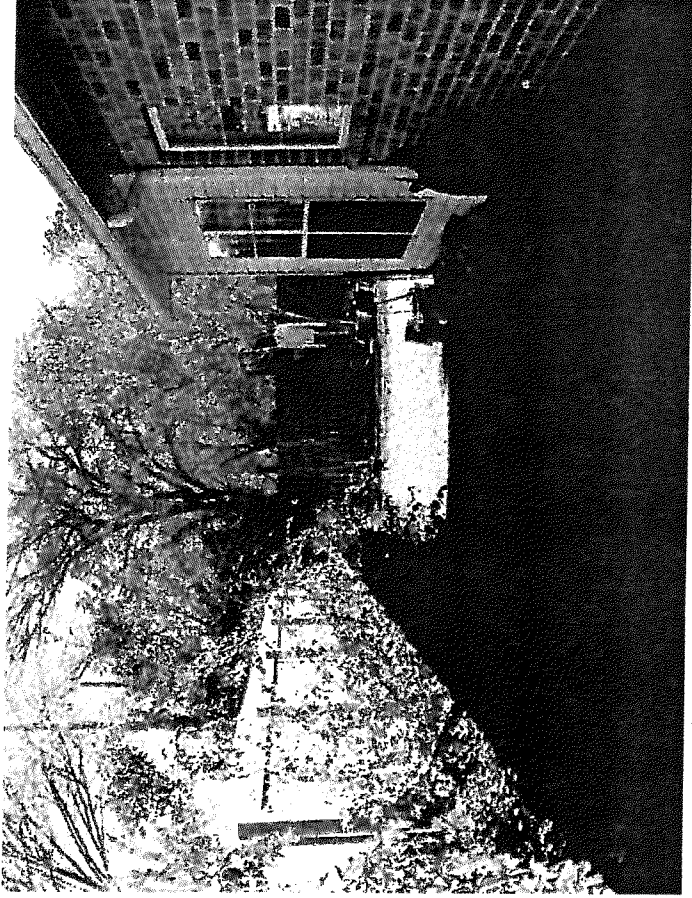
**Section 8**  
**PHOTOS OF SUBJECT PROPERTY**  
**(Taken: 12/2/2011)**



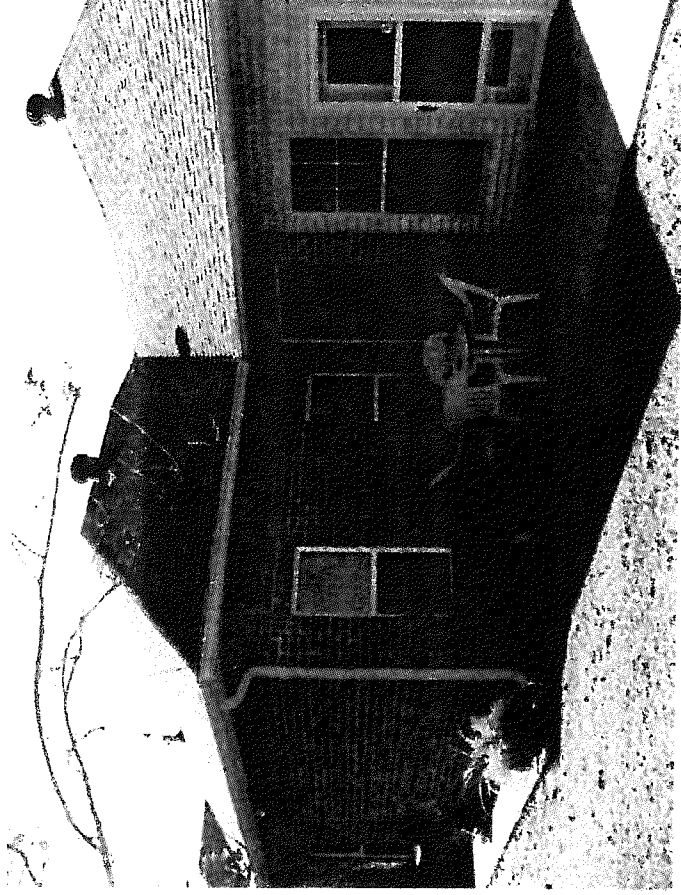
**Subject Front**



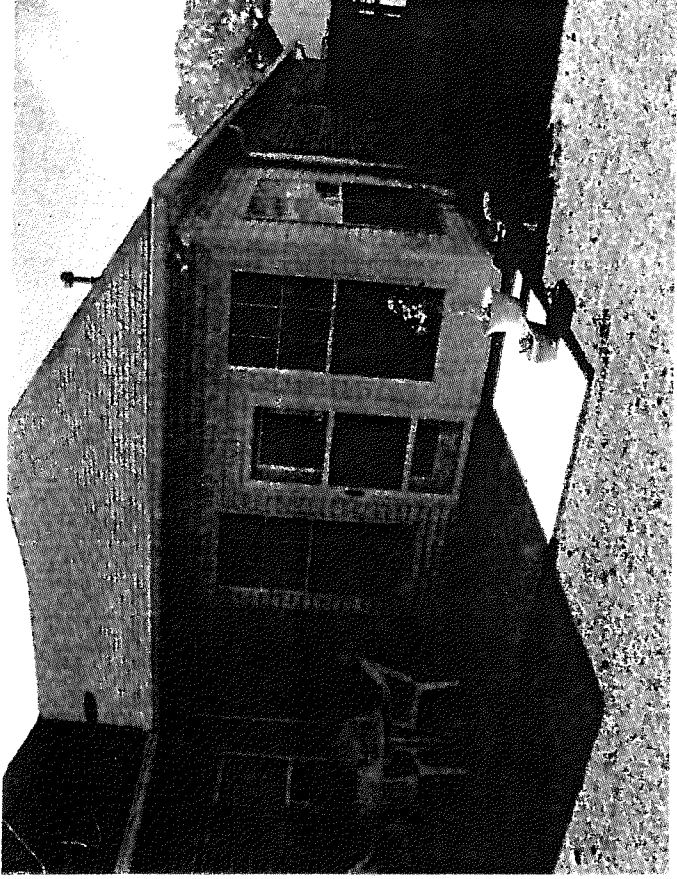
**Subject side along ROW showing improvements**



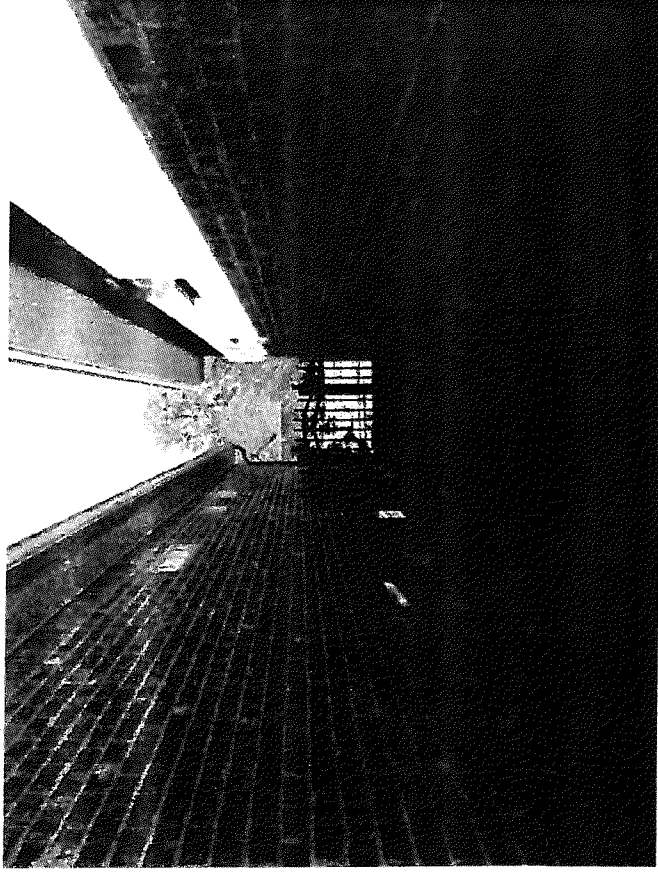
ROW adjacent to subject side



Subject rear



Subject rear

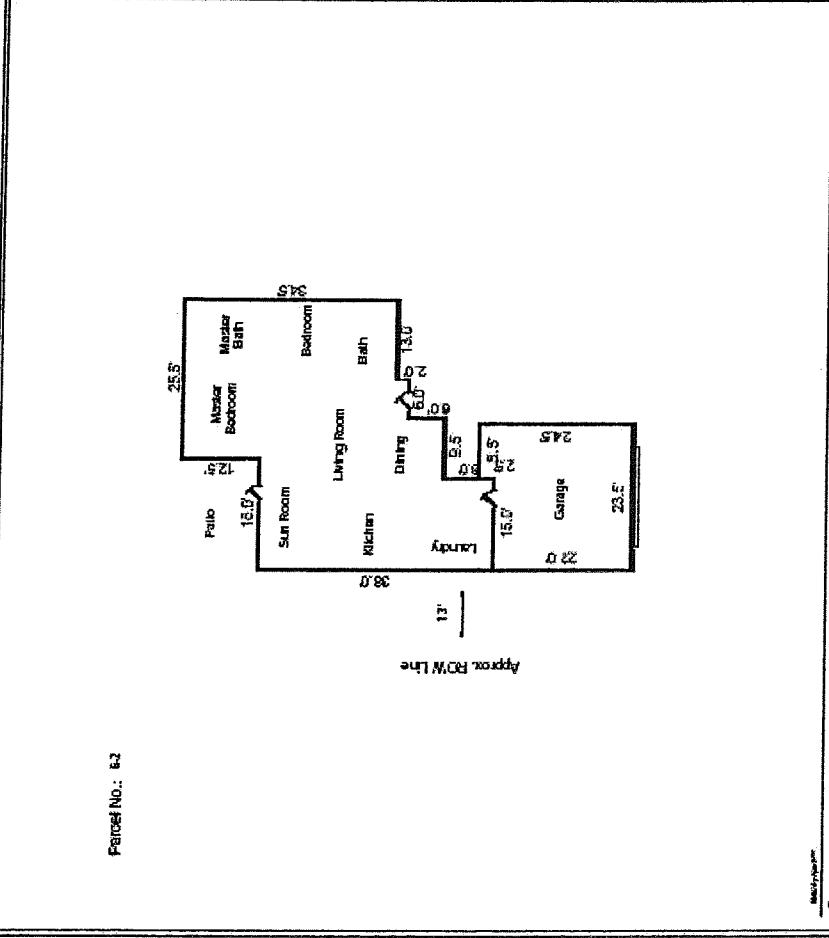


Subject side

# SKETCH

## FLOORPLAN

Borrower: \_\_\_\_\_  
 Property Address: 17276 Rive Valaire \_\_\_\_\_  
 City: Prairieville \_\_\_\_\_  
 Lender: \_\_\_\_\_  
 State: La. \_\_\_\_\_  
 Zip: 70769 \_\_\_\_\_



Comments:

AREA CALCULATIONS SUMMARY		
Code	Description	Net Size
0001	FLOOR FLOOR	1603.8
0002	Garage	598.5
<b>TOTAL</b>		<b>2202.3</b>

LIVING AREA BREAKDOWN		
Market Floor	Breakdown	Subtotal
1st	30.0 x 30.0	900.0
2nd	15.0 x 15.0	225.0
3rd	5.0 x 24.0	120.0
4th	12.5 x 12.5	156.3
5th	15.0 x 34.5	517.5
<b>TOTAL</b>		<b>1804.8</b>

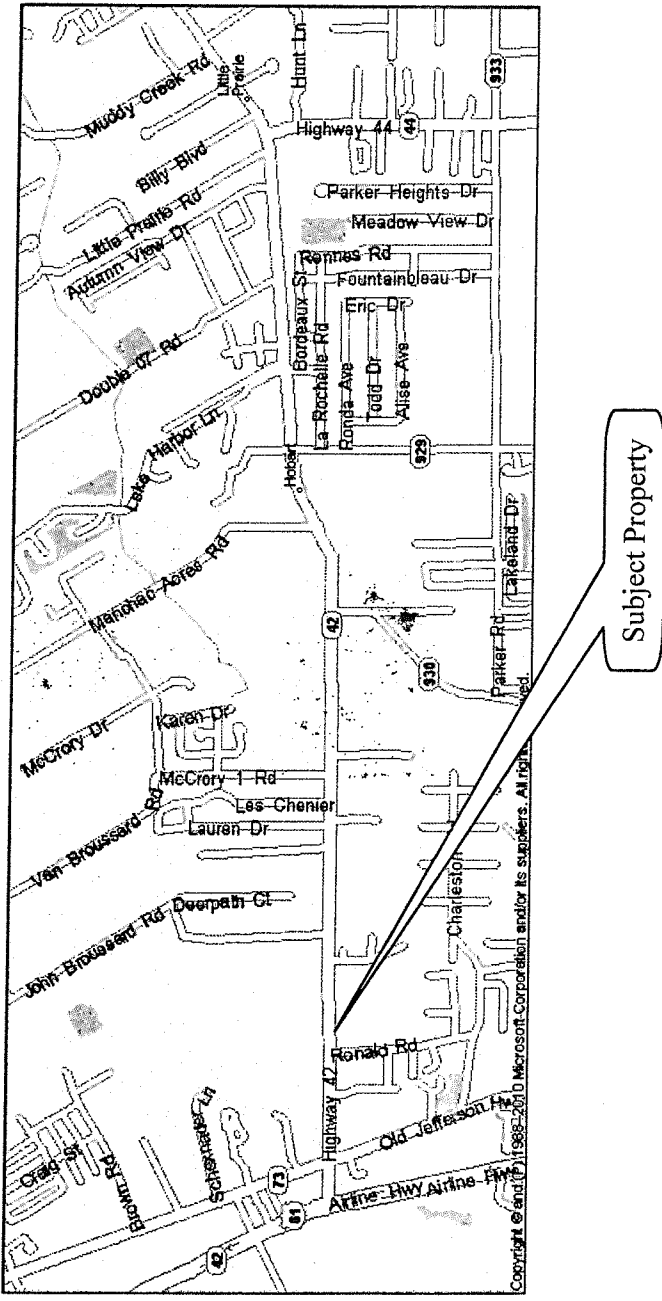
  

Net Livable Area	(Rounded)	1804
5 Berms	(Rounded)	1604

### AREA, CITY AND NEIGHBORHOOD DATA

The subject property is located in Ascension Parish along Highway 42 in Prarieville, Louisiana. The span of Highway 42 which the subject is located is east of Airline Highway (Highway 61) and west of Port Vincent. The subject is located approximately 10 miles southeast of the City of Baton Rouge. For a full description of the subject property neighborhood and surrounding market please refer to the Project Manual associated with this project.

### LOCATION MAP



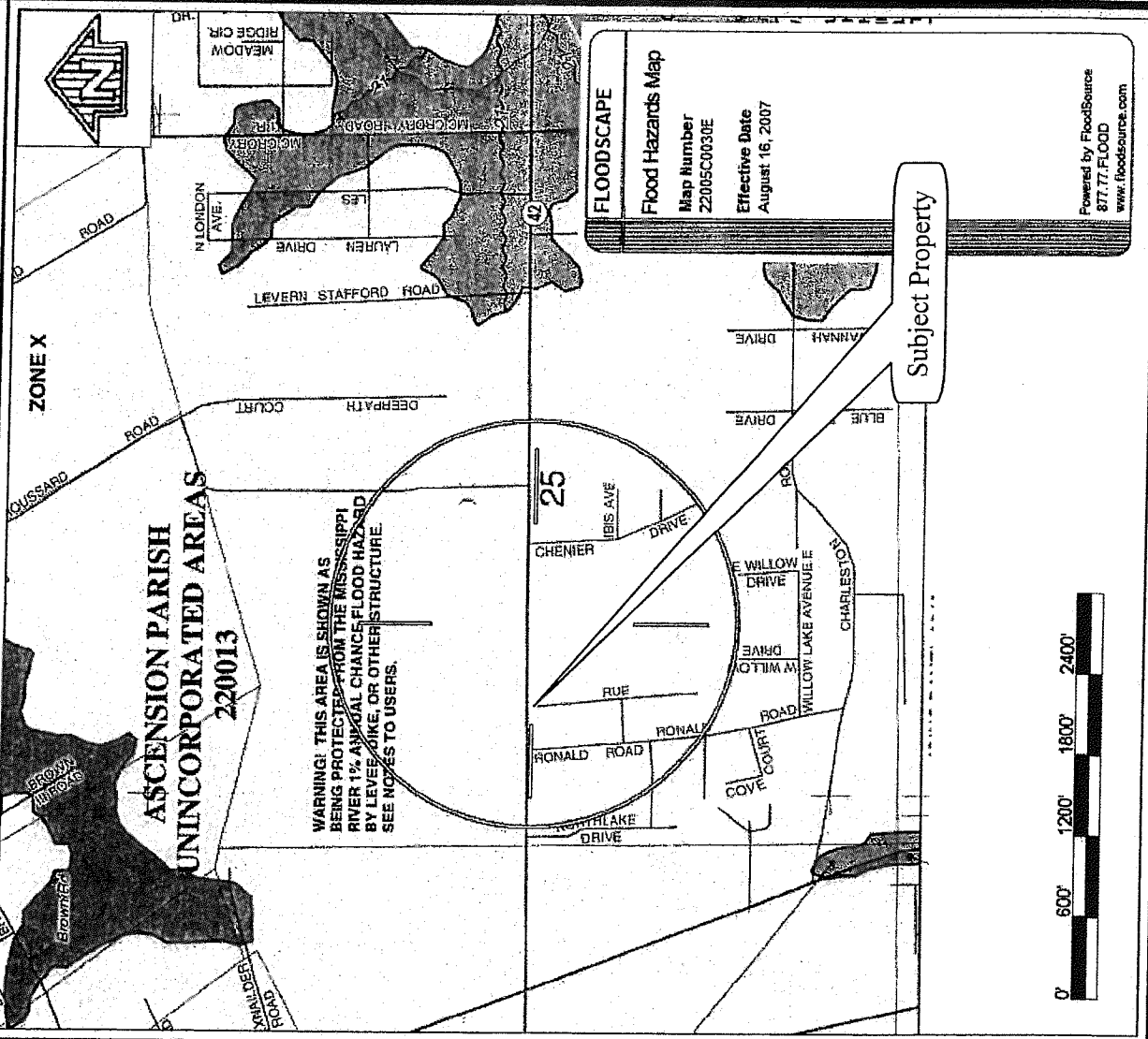
# FLOOD MAP

## InterFlood



www.interflood.com • 1-800-252-6633

Prepared for:  
Murphy Appraisal Services



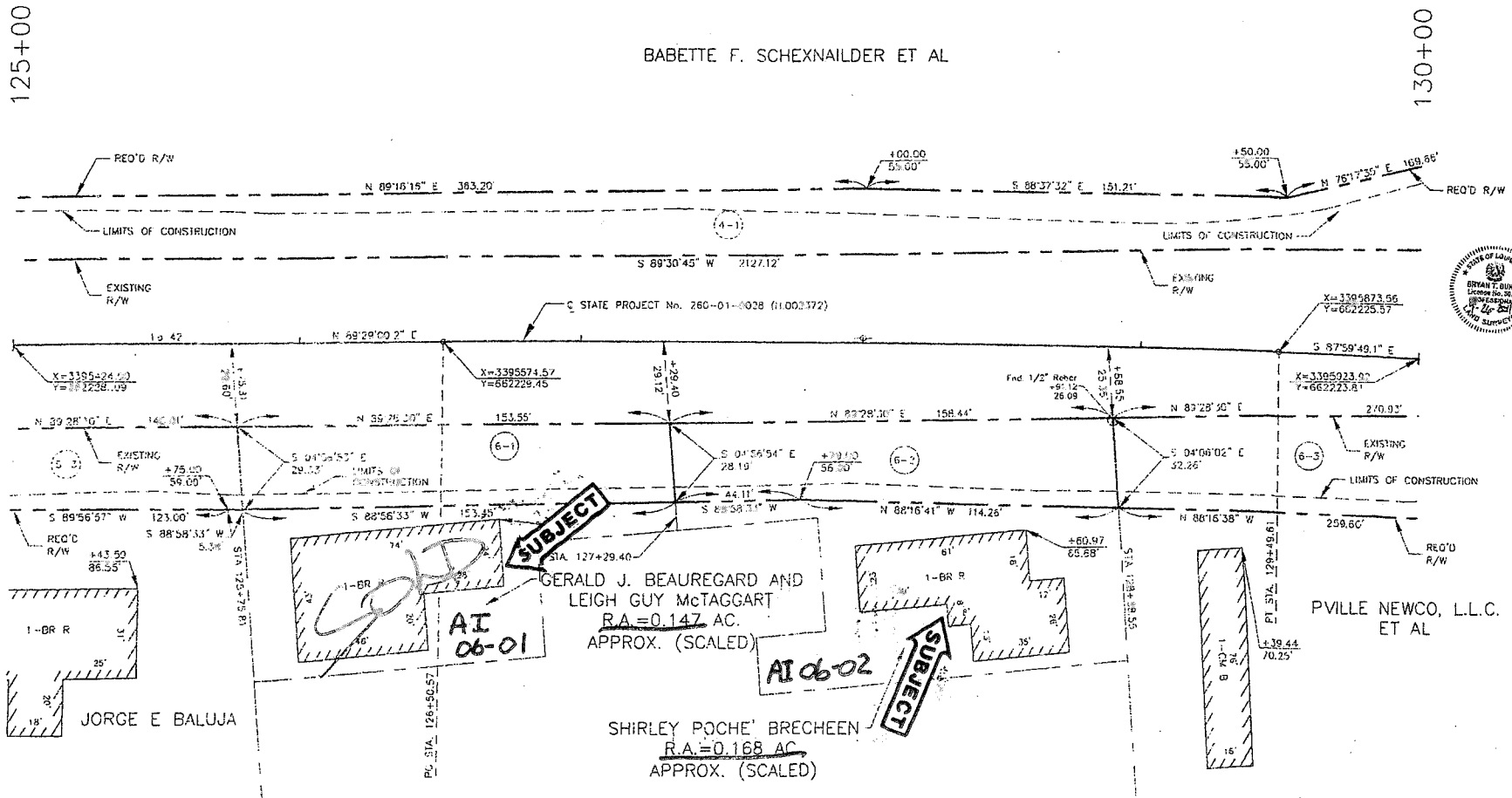
© 1999-2010 SourceFlood and/or FloodSource Corporations. All rights reserved. Patents 6,631,326 and 6,678,615. Other patents pending. For info: info@floodsource.com.



SOUTHEASTERN EAST OF THE  
MISSISSIPPI RIVER LAND DISTRICT  
T-8-S, R-2-E  
SECTION 25

BABETTE F. SCHEXNAIDER ET AL

NOTE:  
THE COORDINATES AND BEARINGS SHOWN HEREON ARE  
GRID AND ARE ON THE LOUISIANA COORDINATE SYSTEM  
SOUTH ZONE NAD 83.  
TO CONVERT FROM GRID TO GEODETIC BEARINGS,  
USE  $\gamma = 0^{\circ}10'55.18''$   $\mp$   
TO CONVERT DISTANCES DERIVED FROM COORDINATES  
SHOWN HEREON TO HORIZONTAL GROUND DISTANCES  
USE SCALE FACTOR: 0.999941244.



NOTE: ALL MONUMENTS SHOWN HEREON WERE FOUND.

**LEGEND**

--- (dashed line)	REQUIRED RIGHT OF WAY LINE
--- (solid line)	EXISTING RIGHT OF WAY LINE
--- (dashed line)	LIMITS OF CONSTRUCTION
--- (dotted line)	APPARENT PROPERTY LINE
--- (solid line)	INTERIOR PROPERTY LINE

CURVE DATA  
STATE PROJECT NO. 260-01-0028 (H.002372)  
PI = STA. 128+00.12  
X = 4395724.10  
Y = 662250.80  
 $\Delta = 02^{\circ}31'18.7''$  ST  
 $\theta = 00^{\circ}00'33.3''$   
L = 149.84'  
T = 299.04'  
R = 6991.00'

OWNER	ACQUISITION	AREA
PVILLE NEWCO, L.L.C. ET AL	ENTRY 705945 8/28/2008	10165.6 SQ. FT. 0.233 AC.
SHIRLEY POCHÉ BRECHEEN	ENTRY 735703 11/07/2009	4640.6 SQ. FT. 0.107 AC.
GERALD J. BEAUREGARD AND LEIGH GUY MCTAGGART	ENTRY 705322 8/20/2008	4117.6 SQ. FT. 0.101 AC.



**NTB Associates, Inc.**  
ENGINEERS LAND SURVEYORS GIS  
503 Louisiana Ave. Shreveport, La. 71101

DATE: SEPT. 26 2013  
COMPILED BY: BTB  
SCALE: 1" = 20'  
FILE NO. 05-18-1-011  
PROJECT NO. 260-01-0028 (H.002372)

BRYAN T. BUNICH  
PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 224  
STATE OF LOUISIANA

RIGHT OF WAY MAP  
STATE PROJECT NO. 260-01-0028 (H.002372)  
10 42 WESTERN EASEMENTS  
ASCENSION PARISH  
LA 42

REVISED PAGE 3-3  
7/2/2012  
RENDERED BUILD-OUT LOCATION, UPDATED  
3/23/2012  
BORNEO P. PARCEL DESCRIPTION REMAINS  
LINE BY

FILE NO. 05-18-1-011 R/W SHEET NO. 6

**SALE OF LAND AND BUILDING**

STATE PROJECT NO. H.002370 (PART 3) (December 19, 2013)

**BID SCHEDULE**

SALE OF STATE-OWNED LAND AND BUILDING LOCATED WITHIN  
ASCENSION PARISH, LOUISIANA.

PARCEL NO.	DESCRIPTION	LUMP SUM CASH OFFER
------------	-------------	------------------------

<b>PARCEL NO.</b> AI 06-02	One (1) certain tract of land containing approximately .168 acres, designated as Lot No. 13, together with a one (1) story, traditional design, single family residence with approximately 2,142 gross s.f. including garage and storage located at 17276 Rue Village, Prairieville, LA 70769.	\$ _____
-------------------------------	--	----------

**MINIMUM BID \$126,500.00**

**PROPOSAL**

STATE PROJECT NO. H.002370 (PART 3) (December 19, 2013)

**SALE OF STATE-OWNED LAND AND BUILDING IN  
ASCENSION PARISH, LOUISIANA**

To the Louisiana Department of Transportation and Development, Baton Rouge, Louisiana

I (We) hereby offer to purchase for cash the State-owned land at the lump sum price offered for the parcel(s) in the "Bid Schedule" attached hereto.

The undersigned certifies that he/she has examined the land offered for sale and is satisfied as to the condition of same and has judged for himself/herself as to the conditions to be encountered in sale of said land.

The undersigned further certifies that he/she has familiarized himself/herself with the "Conditions of Sale" attached hereto and agrees to abide by said conditions.

BIDDER'S NAME \_\_\_\_\_  
(Please Print)

STREET ADDRESS \_\_\_\_\_

P.O. BOX \_\_\_\_\_ TELEPHONE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE OF BIDDER \_\_\_\_\_

DATE \_\_\_\_\_

The following information is required for incorporation into the deed for this property in the event you are the successful bidder.

SOCIAL SECURITY NO. \_\_\_\_\_

TAX ID NO. (If applicable) \_\_\_\_\_

MARITAL STATUS \_\_\_\_\_

NAME OF SPOUSE \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_