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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND
RESTRICTIONS**

FOR

Walker's Lake

Phase I

"A Single Family Residential Subdivision"

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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND
RESTRICTIONS**

FOR

WALKER'S LAKE PHASE I

"A Single Family Residential Subdivision"

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this _____ day of June 06,

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

WALKER'S LAKE, LLC, (TIN XX-XXX1341), a Louisiana limited liability company, represented herein by Robert S. Austin, Sr., its duly authorized Manager pursuant to its Articles of Organization, recorded under Entry No. 2005-38654, records of Lafayette Parish, Louisiana, whose mailing address is 187 South Beadle Road, Lafayette, LA 70508, (hereinafter referred to as "Declarant"),

who did declare and acknowledge as follows:

WHEREAS, Declarant is the owner of that certain tract or parcel of land situated in Sections 24, 25, 86 and 89, Township 10 South, Range 4 East, Parish of Lafayette, Louisiana, together with all buildings and improvements located thereon, more fully described as follows:

Commencing at the Point of Beginning located at the Southeast corner of said parcel at its intersection with Bonin Road;

Thence North 74°28'10" West, a distance of 2691.95 feet;

Thence North 45°36'45" West, a distance of 452.64 feet;

Thence North 47°10'53" West, a distance of 550.60 feet;

Thence North 31°29'52" East, a distance of 142.98 feet;

Thence North 53°02'07" East, a distance of 67.33 feet;

Thence North 57°02'29" East, a distance of 60.53 feet;

Thence North 64°28'47" East, a distance of 123.24 feet;

Thence North 44°30'24" East, a distance of 179.13 feet;

Thence North 50°33'10" East, a distance of 50.59 feet;

Thence South 44°01'41" East, a distance of 223.50 feet;

Thence South 83°33'23" East, a distance of 74.96 feet;

Thence South 45°36'45" East, a distance of 125.78 feet;

Thence North 47°01'11" East, a distance of 70.07 feet;

Thence North 40°10'15" East, a distance of 85.23 feet;

Thence North 35°44'54" East, a distance of 38.79 feet;

Thence South 72°08'18" East, a distance of 57.25 feet;

Thence South 12°44'15" East, a distance of 75.49 feet;

Thence South 16°29'22" East, a distance of 75.09 feet;

Thence South 19°09'44" East, a distance of 75.00 feet;

Thence North 70°43'34" East, a distance of 125.00 feet;

Thence South 19°16'26" East, a distance of 173.55 feet;

Thence along a curve to the left having an arc length of 51.51, a radius of 625.00, a chord bearing of South 21°38'05" East and a chord distance of 51.49 feet;

Thence South 70°43'34" West, a distance of 125.35 feet;

Thence South 26°51'10" East, a distance of 95.37 feet;
 Thence South 34°08'34" East, a distance of 95.36 feet;
 Thence South 41°25'57" East, a distance of 95.36 feet;
 Thence South 48°43'19" East, a distance of 95.36 feet;
 Thence South 54°39'03" East, a distance of 75.01 feet;
 Thence South 55°15'56" West, a distance of 29.58 feet;
 Thence South 64°40'27" East, a distance of 48.78 feet;
 Thence North 52°42'04" East, a distance of 149.48 feet;
 Thence South 85°50'59" East, a distance of 65.97 feet;
 Thence North 56°43'31" East, a distance of 177.66 feet;
 Thence South 14°38'42" East, a distance of 292.37 feet;
 Thence along a curve to the left having an arc length of 105.38, a radius of 100.00, a chord bearing of South 44°50'05" East and a chord distance of 100.57 feet;
 Thence South 75°01'28" East, a distance of 237.13 feet;
 Thence South 82°51'14" East, a distance of 127.07 feet;
 Thence North 80°47'15" East, a distance of 209.17 feet;
 Thence North 75°18'58" East, a distance of 276.72 feet;
 Thence North 83°53'32" East, a distance of 110.90 feet;
 Thence South 34°02'57" East, a distance of 197.59 feet;
 Thence South 56°00'00" West, a distance of 10.00 feet;
 Thence South 34°03'00" East, a distance of 700.00 feet;
 To the Point of Beginning.

The hereinabove described parcel of bounded East by Bonin Road and C. Langlinais, or assigns, South by Lots 33-37 and Lot 48, Heritage Trace Subdivision, John Joseph Gautreaux, Audrey Boudreaux, Harold James Girouard and Wilson Hernandez or assigns, West by Failla Road, Northwest by Isaac Verot Coulee, and North by LCNI, LLC, or assigns.

Being the same property acquired by that Credit Sale recorded under Entry No. 2005-40307.

DEDICATION OF STREETS AND SERVITUDES

Appearer has submitted the herein above referenced plat to the Lafayette City-Parish Department of Planning, Zoning and Codes in order to have plat approval issued by said Department. In connection therewith and in order to obtain such approval, appearer does by these presents dedicate, create and establish exclusively in favor of the City-Parish, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the City-Parish to use same or who as a result of this dedication may derive any benefit therefrom any and all rights of way, rights of passage, utility servitudes, drainage servitudes, and all other items shown on the plat of survey referenced herein.

Appearer declares that in connection herewith, Appearer grants a perpetual predial servitude(s) in favor of the City-Parish and such other persons, entities or estates who are given authority by Said government to use the servitudes, rights of passage, rights of way and other items shown on the attached plat of survey, or who may as a result of this grant of servitude derive any benefit therefrom and in connection therewith agrees that the City-Parish and any such individuals, entities and estates as are authorized by the City-Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating any and all utility, drainage and other improvements, and in connection therewith, may, within the confines of said servitudes as shown on the plat, clear brush, trees and other items or obstacles as may interfere with the free use of said servitudes; construct drainage, electric, sewer, and water and other utility facilities; remove all obstacles which would hamper or preclude the exercise of the servitude; and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter or heretofore constructed therein, or thereon. Appearer agrees to provide for the perpetual maintenance of any and all drainage ditches, including roadside ditches and other sewage receptors of effluent and other discharges from any and all sewer systems, to the extent they have not been accepted for

maintenance by Lafayette Consolidated Government, on the property with the subdivision and to perform and have performed all actions necessary to maintain, clean, clear and improve said waste water discharge as necessary and or required by law.

In connection with the exercise of the use of the servitudes created hereby, the City-Parish, for the ultimate benefit of the public and any other persons, entities or estates, shall have such access as is appropriate or reasonably necessary, both within and without the actual confines of the servitudes, as same are shown on said plat, to access said servitudes in order to maintain same, improve same, construct appropriate improvements, structures and appurtenances with regard thereto, in accordance with the relevant provision of the Louisiana Civil Code, and in particular Article 745 thereof.

The purpose of this Act is to dedicate to the City-Parish, for the ultimate benefit of the public, all utility servitudes, rights of way and other matters as reflected on the plat of survey and to provide for the use and enjoyment of same by the public, In that regard, however, this dedication is made in favor of the City-Parish, which will have full authority to regulate the use of said servitudes, rights-of-way, rights of passage and other items shown on said plat. The servitudes shall be subject to full use by the Lafayette City-Parish Consolidated government and those authorized by it for the purposes for which they are intended by those having the need or responsibility of providing utilities, drainage or other services to the properties or estates to be serviced or benefitted by said servitudes, whether contiguous or not.

Appearer does further by these presents, now and forever, dedicate the following designated roads to public use unto and in favor of the Lafayette City-Parish consolidated Government, and the inhabitants of said City, and unto the general public as free and public ways for the installation and maintenance of any and all utilities needed to serve the property shown on said plat of survey, **SUBJECT TO THE FOLLOWING MINERAL RESERVATION:** Appearer hereby retains and reserves unto itself all oil, gas and other minerals and mineral rights of every kind and character located in, under or upon, or pertaining to its property which it is dedicating as the said designated roads and streets, in perpetuity, to the greatest extent permitted by law, provided however, each Appearer agrees that no surface operations shall be permitted for the exploration or extraction of such minerals on said roads and streets. Said streets have dimensions as shown on the aforesaid plat of survey and are designated as follows:

QUEENSBERRY DRIVE, HUTTINGTOWER LANE, BLUEBONNET DRIVE, NOTTING HILL WAY, ANDREW'S CORNER and STONESBERRY DRIVE

Appearer further declared that the herein described tract of land, as shown on the aforesaid plat of survey and consisting of Lots ONE (1) through ONE HUNDRED TWENTY-THREE (123), inclusive and the rights of ways fronting said lots, shall be known as WALKER'S LAKE PHASE I, a subdivision of the City and Parish of Lafayette, Louisiana and hereinafter referred to as "Walker's Lake Phase I" or "the Subdivision"

WHEREAS, Declarant is developing Walker's Lake Phase I, consisting of residential Lots 1 through 123, common areas, a street system and other facilities. Amenities related thereto, having the dimensions, measurements, boundaries, shape and form as shown on that certain plat of survey prepared by Comeaux Engineering Consultants, Inc., entitled "Final Plat showing Walker's Lake Phase I" dated March 29, 2006, (sometimes referred to as the "Subdivision Plat") which plat of survey is attached hereto and made a part hereof; and

WHEREAS, for the purpose of enhancing and protecting the value, desirability and attractiveness of Walker's Lake Phase I, Declarant desires to create and carry out a plan for the improvement, maintenance, development and sale of the residential lots in Walker's Lake Phase I; and to create and carry out a plan for the maintenance and repair of common areas in Walker's Lake Phase I, for the benefit of the present and future owners of said lots, and hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions and easements to apply to the use, improvement, maintenance and occupancy of all residential lots and common areas, which shall attach to each residential lot as set forth herein; and

WHEREAS, Declarant desires to create a property owners' association to effectuate and carry out the aforesaid purposes and plan.

NOW THEREFORE, Declarant hereby declares that all the property, located in Walker's Lake Phase I as shown on the Subdivision Plat described above and attached hereto and made a part hereof, shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the land and shall be binding on all parties having any right, title or interest in or to said property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

- 1.01 **Architectural Control Committee** shall mean the committee created pursuant to Article IV hereof.
- 1.02 **"Architectural Control Committee Rules"** shall mean such procedural and substantive rules adopted by the Architectural Control Committee pursuant to Section 4.08 hereof
- 1.03 **"Articles"** shall mean the articles of incorporation of Walker's Lake Homeowners' Association, a Louisiana non-profit corporation, as filed in the Office of the Secretary of State of the State of Louisiana, and as such articles may, from time to time, be hereafter amended.
- 1.04 **"Assessments"** shall mean monetary amounts assessed by the Association, including both annual and special Assessments
- 1.05 **"Association"** shall mean Walker's Lake Homeowners' Association, a Louisiana non-profit corporation, its successors or assigns, created pursuant to Article V hereof.
- 1.06 **"Association Property"** shall mean all immovable or movable property now or hereafter owned by or leased to the Association.
- 1.07 **"Board"** shall mean the Board of Directors of the Association elected by the Members to serve as its governing body and assume its powers and duties.
- 1.08 **"By-Laws"** shall mean the By-Laws of the Association which may be adopted by the Board and as may from time to time be amended.
- 1.09 **"Common Areas"** shall mean the areas designated "Common Areas", including but not limited to, the Drainage Servitudes shown on the survey attached hereto and any other immovable property hereafter conveyed by Declarant to the Association expressly for the common use and enjoyment of the Owners pursuant to the provisions hereinafter set forth, together with all of the Improvements constructed thereon for the general use of the Owners. Common Areas that have restricted or limited use are called "Limited Common Areas".
- 1.10 **"Composite Lot"** shall mean a Lot made up of one (1) or more adjoining single family Lots to be used as a single homesite for building and Assessment purposes.
- 1.11 **"Declarant"** shall mean Walker's Lake, L.L.C., a Louisiana Limited corporation, its successors or assigns.
- 1.12 **"Declaration"** shall mean this instrument and any future amendments or supplements hereto.

- 1.13 **"Improvement"** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, patios, tennis courts, swimming pools, garages, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planted trees and shrubs, poles, signs, exterior air conditioning units, water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, television, or other utilities, and any construction which in any way alters the exterior appearance of any Improvement or the removal of any Improvement.
- 1.14 **"Limited Common Area"** shall mean a common area that is restricted for use (usually for an adjacent Lot) or limited in use for a specific purpose.
- 1.15 **"Walker's Lake Phase I"** shall mean all of the immovable property described on Exhibit "A" attached hereto and shown on the Subdivision Plat, the Park, the Private Ways described in Section 2.17 hereof and other facilities and amenities related thereto.
- 1.16 **"Residential Lot"** shall mean any of the parcel of land within Walker's Lake Phase I, designated, numbered One (1) through and including Lot One Hundred twenty-three (123), and shown as a lot on the plat of survey attached hereto and made a part hereof, including any Improvements thereon, and all interests in any Common Areas appurtenant thereto. This definition also includes a Composite Lot, wherein two (2) or more adjoining lots are used as a single homesite.
- 1.17 **"Master Plan"** shall mean Declarant's plan for the overall development and improvement of Walker's Lake Phase I as shown on the Subdivision Plat.
- 1.18 **"Member"** shall mean any person or entity who is a member of the Association pursuant to Section 5.05 hereof.
- 1.19 **"Owner or Owners"** shall mean the record Owner or Owners or Usufructuaries as shown by the official records of the Clerk of Court for Lafayette Parish, whether one or more persons or entities (including Declarant), of the fee simple title to any Residential Lot or Composite Lot within Walker's Lake Phase I or who holds a usufruct over such Residential Lot in which event the Usufructary and not the naked owner(s) shall be construed "Owner", but shall not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a mortgage, unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings.
- 1.20 **"Plans and Specifications"** shall mean any and all plans, drawings and/or documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating size, shape, color, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications of building products and/or construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

ARTICLE II

GENERAL RESTRICTIONS

All immovable property within Walker's Lake Phase I shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

- 2.01 **Animals and Pets.** No animals, including without limitation, livestock, poultry, game birds, rabbits, snakes, shall be raised, bred, or kept on any Lot, except that dogs, cats, and other common household pets of the domestic variety may be kept provided that they are not kept, bred, or maintained for commercial purposes and provided that no more than two (2) of each type animal are kept. Pets shall be kept under control and not allowed to roam or run at large. When not upon the Owner's premises, pets must be kept on a leash.

- 2.02 **Antennae.** No exterior radio, television, or communications antenna, aerial, or dish shall be erected or maintained in Walker's Lake Phase I, without the written approval of the Architectural Control Committee.
- 2.03 **Common Areas Enjoyment.** Except as otherwise provided hereinafter, every Owner shall have a right of use and servitude of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- A. The right of the Association to suspend the voting rights and right of use of the Common Areas and recreational facilities by an Owner for any period during which any Assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its current rules and regulations,
 - B. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument is signed by two-thirds (2/3) of the Association Members entitled to vote upon Association matters.
 - C. The right of the Association to adopt rules pertaining to the use of such Common Areas.
- 2.04 **Common Areas Maintenance Through Assessment.** Each Owner shall be a Member of the Association. After Improvements in the Common Areas are completed by Declarant and the same are conveyed to the Association, all costs of repairs, maintenance, insurance and operation of such Improvements shall be the responsibility of the Association. The Association is authorized to make annual Assessments against all Lots, with maintenance of Common Areas being one of the primary goals of the annual Assessments.
- 2.05 **Composite Lot.** The Architectural Control Committee may permit the Owner or Owners of more than one (1) adjoining Residential Lots may consolidate such Lots into one (1) Composite Lot or building site with the privilege of placing or constructing Improvements on such resulting site. Where three (3) or more adjoining lots are owned, the Architectural Control Committee may permit the redivision of same provided that the resulting number of lots are less than the number originally owned. Accordingly, setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the plat attached hereto; and the site shall be considered one (1) Residential Lot for Association Assessment purposes.
- 2.06 **Drainage, Grades, and Ditches.** All earth areas shall be graded such that they drain in a manner consistent with natural drainage or the Declarant's drainage plan for the Subdivision provided that the latter shall control, and without damage to neighboring landowners. Contouring the earth is encouraged to provide swales, especially along Lot lines, that are free flowing and manageable. Open ditches are not allowed on any Lots. No driveways or access road to Lots shall be constructed without provisions for drainage of surface water along the designated right-of-way, nor without asphalt paving or concrete paving being installed between the street or road paving and the Improvements on the Lot line. No building shall be constructed on any Lot until provisions have been made for drainage of surface water to off site which minimizes drainage across adjacent property and/or Lots; drainage shall be into the street or road area, into areas provided for by the Subdivision development plans, or into natural drainage areas wherever possible.
- 2.07 **Electrical, Telephone, Television, and Other Lines.** Electrical, telephone, television, and other connections and installations of wires and cables to buildings shall be made underground from the nearest available source, unless specifically waived by the Architectural Control Committee to address extraordinary circumstances. Any connection and/or installation of wires and/or cables or any improvements pertaining thereto, shall adhere to and comply with Section 2.24 as set forth below.

- 2.08 **Exterior Lighting.** All exterior illumination for parking areas, walkways, buildings, and landscaping shall not create a nuisance for adjacent owners or a hazard for pedestrian or vehicular traffic, must be approved by the Architectural Control Committee.
- 2.09 **Exteriors of Buildings.** The exterior on each building shall be constructed entirely of materials approved in advance by the Architectural Control Committee for such building.
- 2.10 **Hazardous Activities.** No activities shall be conducted on any Lot or in Common Areas and no Improvement shall be constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted on any Lot except in an interior fireplace or a contained barbecue unit while attended and being used for cooking purposes. The discharging of fireworks in Walker's Lake Phase I is expressly forbidden, unless approved by the Board for special occasions.
- 2.11 **Leasing of Property.** Any Owner shall have the right to lease his Lot for use as provided in Article 2.23, which includes all buildings and Improvements thereon, upon such terms and conditions as the Owner may deem advisable, except that any such lease shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration and that the lessee shall abide by the same. Any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease, enforceable by the Association.
- 2.12 **Limited Common Areas.** The following Common Areas are designated as Limited Common Areas and restricted in use as follows:
- The areas to the rear of Lots 35, 36, 81, 83 - 89, 104 - 108 and along the side of Lot 75, designated on the Subdivision Plat as "Common Area & Private Drainage Servitude", which area each Owner of an adjacent Lot shall have the exclusive right to use the first ten (10') feet of the lake on which it abuts, subject to the drainage servitude granted to the Parish of Lafayette, and provided that the Owner shall be responsible to maintain said area as required by Section 2.13.
- 2.13 **Lot Cleanliness and Maintenance.** Owners and occupants of all Lots, shall keep their Lots in safe, clean, neat and attractive condition. In no event shall any Lot be used for storage of materials or equipment except for normal residential requirements or incident to construction of Improvements thereon. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining Lots or streets, Common Areas or other adjoining property. Without limiting the generality of the foregoing, trailers, recreational vehicles, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all terrain vehicles, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view, and no repair or maintenance work shall be done on any of the foregoing, or on an automobile, other than minor emergency repairs, except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, or scrap or refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view. Liquid gas, oil, and other exterior tanks shall not be kept on any lot.
- 2.14 **Noise.** No exterior speakers, horns, whistles, bells, or other sound devices other than security devices used exclusively for security purposes shall be located, used, or placed on any Lot without the prior written approval of the Architectural Control Committee. No noise or other nuisance shall be permitted to exist or operate upon any such Lot or Common Area so as to be offensive or detrimental to any other Owner or occupant.
- 2.15 **Offensive Activities.** No activity, whether for profit or not, shall be conducted on any Lot which is not related to single family purposes as such term is defined herein. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on

any Lot or Common Area which may be or become an annoyance or a nuisance to the neighborhood.

- 2.16 **Parking.** All parking must be off the street. On-site Parking and all parking areas must be hard-surfaced of asphalt or concrete. The Association may adopt rules regarding parking to accommodate special occasions or events.
- 2.17 **Repair of Buildings.** All Improvements hereafter constructed upon any land within Walker's Lake Phase I subject to this Declaration shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner. The opinion of the Architectural Control Committee as to the acceptability of such condition shall be final.
- 2.18 **Easements Deemed Appurtenant.** The easements and rights herein created for an Owner shall be appurtenant to the Lot and the Improvements belonging to that Owner, and all conveyances of and other instruments affecting title to property shall be deemed to grant and reserve the easements and rights as are provided for herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appear in any such conveyance.
- 2.19 **Signs.** No sign of any kind shall be displayed to the public view without the approval of the Architectural Control Committee, except "for sale" signs which shall be no larger than 24' x 36'. The Declarant is exempt from this requirement.
- 2.20 **Street Entrances and Exits.** The Owner of each Lot must provide adequate, easy, hard-surfaced access to his residence from abutting roadways which shall comply with the standards set by, or approved by, the Architectural Control Committee. Driveway entrances shall have approaches that drain to the roadway.
- 2.21 **Subdividing.** Except as provided for in Article 2.05, no Lot shall be further divided or subdivided except by Declarant, nor may easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Control Committee.
- 2.22 **Temporary Structures.** No tent, shack, trailer, mobile home, or other temporary building, Improvement or structure shall be placed upon any Lot, except that temporary structures necessary for storage of tools and equipment during construction and for office space for architects, builders, and job superintendents during actual construction may be maintained with the prior approval of the Architectural Control Committee. The Declarant may utilize such temporary buildings or structures, sales offices, model unit deems necessary to provide for the ongoing development of Walker's Lake Phase I or the operation of any facility or amenity in connection therewith.
- 2.23 **Use.** All Lots shall be improved and used solely for single family residential purposes. As used herein, the term "single family residential purposes" shall mean the use and occupancy of a Lot as a private dwelling by one respective Owner thereof for the housing of his family and immediate relatives, and for no other purposes.
- 2.24 **Utilities.** Any governmental body providing utility service, including, but not limited to, electrical, water and sewer, to Walker's Lake Phase I, shall have the right to use above grade improvements, but shall obtain prior authority from the Architectural Control Committee for the location of any and all above grade improvements. Said governmental body shall also coordinate the location of any and all below grade improvements with Declarant. Any disputes as to rights involving the location of improvements shall be presented to the Architectural Control Committee for final binding resolution. Any non-governmental body providing utility service, including, but not limited to, cable television, natural gas and telephone, may use the utility easements, including above grade improvements with the express permission of the Architectural Control Committee and only after presentation to the Architectural Control Committee of a plan of development for the entire Subdivision.

- 2.25 **Vehicles.** The use of all vehicles, including but not limited to, helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, and wagons shall be subject to the Association's rules, which may regulate, prohibit or limit the use thereof within specified parts of Walker's Lake Phase I. In addition to the foregoing, and without limiting the generality thereof, the parking of vehicles of any type or description whatsoever upon the streets or rights-of-way within Walker's Lake Phase I shall also be subject to the Association's rules and regulations.
- 2.26 **Water and Sewer.** Each dwelling unit on a Lot shall connect with the water supply and sanitary sewer collection and treatment facilities approved by Declarant. No private well shall be used by an Owner as a source of water for human consumption, nor shall any other facility other than those approved by Declarant be used by an Owner for the disposal of sewage. Any Improvements pertaining to water supply and/or sanitary sewer collection and treatment shall adhere to and comply with Section 2.24 as set forth above.
- 2.27 **Setback.** Lots 1, 69, 70, 74 and 114 – 123 shall be subject to a 23 foot Setback for Road Widening.

ARTICLE III

RESIDENTIAL DESIGN GUIDELINES AND USE OF APPROVED CONTRACTORS

3.01 **Approval of Plans for Buildings, Landscaping, Alterations, and Improvements and Approval of Contractor Building.**

- A. Residential design guidelines are set forth to preserve the standards and ideals on which the Master Plan of Walker's Lake Phase I was conceived. The architectural design principle is that every dwelling unit must be in harmony with Walker's Lake Phase I and its natural surroundings. Form and construction, colors, and materials must all present a minimum of contrast with the existing landscape. Each Owner is encouraged to develop and utilize his own property in an imaginative and tasteful manner. Houses may be sited and constructed in the particular style, design, and quality that suits each Owner, subject to this Declaration. Design standards are important to enhance and preserve Walker's Lake Phase I's beauty.
- B. No building, landscaping, alteration, fences or other Improvements erected or placed on any Lot, nor shall any construction be commenced thereon until plans for such building, landscaping, alteration, fences or other Improvement have been submitted to and approved by the Architectural Control Committee. Submission of plans shall be made at Declarant's office or to a member of the Architectural Control Committee and the date of submission shall be provided only by a signed receipt given at the time of submission.

Any plans for alterations to the exterior of any building or landscaping shall be approved by the Architectural Control Committee prior to commencement of the alteration.

- C. The Architectural Control Committee shall provide a response to a request for approval within thirty (30) days from the date of the receipt thereof. If no response to a request for approval is received within thirty (30) days, the applicant shall have the right to assume that such plans have been approved and may proceed with the Improvement. Should the plans be disapproved, the Owner may request a written statement explaining the grounds upon which such action was based. Failure to submit plans shall not be deemed a waiver of this requirement even though construction commences or it is completed.

- D. For construction of dwellings on Lots, plans must include a site plan showing all buildings with their location, dimensions, and front, side, and rear setback dimensions.
- E. Approval of Plans and Specifications shall be applicable only to the current Lot Owner and shall terminate and be rendered void if construction or Improvement is not begun within six (6) months after such approval. Due to extenuating circumstances, an Owner may request the Architectural Control Committee to extend the six (6) months' time limitation.
- F. The role of the Architectural Control Committee is to make certain that no Improvements impair the aesthetic and monetary values of the properties within Walker's Lake Phase I. The Architectural Control Committee shall consider the suitability of the Improvements and the types of materials used, the quality of materials utilized, the effect of any proposed Improvement on adjacent or neighboring property, the method of utilization of utility lines, the impact on the natural surroundings, and the timely and orderly completion of such Improvements.

3.02 **Concrete Truck Washouts.** Owners must assure that during construction of their Improvement, no concrete trucks are allowed to leave hardened piles of concrete or concrete wash on any Lots or Common Areas in Walker's Lake Phase I.

3.03 **Driveways, Walkways, and Parking Areas.** The location and type of materials (i.e. washed gravel, brick pavers, colored concrete, etc.) to be used for driveways, walkways, and parking areas must be shown on the site plan submitted by Owner for approval to the Architectural Control Committee.

3.04 **Easements.** Declarant reserves the right to locate, construct, erect and maintain or cause or permit to be located, constructed, erected or maintained in and on the AREAS INDICATED AND SHOWN AS EASEMENTS ON THE FINAL PLAT OF SURVEY OF WALKER'S LAKE PHASE I ATTACHED HERETO, water, sewer and other pipelines, conduits, wires and cables for public utility functions or for common service like cable television or telephone, above or beneath the surface of the ground, and such fences, walkways or paths as are designated therein on said plat of survey, with the right of access to the same at any time for the purposes of repair and maintenance.

The Association and the suppliers of Walker's Lake Phase I, through their respective proper agents and employees, shall at all times have the right of access to all such easement ways shown on the plat of survey attached hereto, for the purpose of inspecting, maintaining, removing or replacing any portion of the facilities so installed by it, provided that same complies with any requirements or limitations contained in the grant by Declarant.

3.05 **Exterior Building Materials and Colors.** Building plans must include the type of exterior materials used on walls, shutters, doors, windows, columns, overhangs, fascia, gutters, roofing, and fencing, and the colors of these items.

3.06 **Fences.** Only fences approved by the Architectural Control Committee and constructed in advance by the Architectural Control Committee maybe installed on Lots within Walker's Lake Phase I. Small privacy areas, such as atrium baths or patios, may be fenced if shown on the Plans and Specifications and approved by the Architectural Control Committee. Fences may extend in front of the house building line if approved by the Architectural Control Committee. Whenever a fence or wall by the nature of its construction and materials has a more attractive side, the good or more attractive side must fact outward toward adjacent properties and streets. Any gates or doors that face toward Common Areas or Walkways shall open inward only unless an exemption is granted by the Architectural Control Committee.

The standard fence for side and rear lot lines that adjoin other lots will be a six foot high board fence in accordance with plans and specifications obtained from and approved by the Architectural Control Committee. The cost of common fences of this type will be shared by all adjoining lots. The builder or owner of the lot installing the fence will be reimbursed by the owner of adjacent lots upon their sale by the developer. The amount of the reimbursement will be fifty (50%) percent of the original construction cost, but not to exceed \$7.50 per linear foot, unless adjusted in advance of the installation of the fence by the Architectural Control Committee. Fences of other styles may be approved by the Architectural Control Committee. Even though a more expensive fence style is approved, the reimbursement by adjacent lot owners shall be limited to the standard fence design as pro-rated above. Fences along and adjacent to the Lake on the rear twenty (20') feet of Lots abutting the Lake shall be see through type fences three (3) to four (4) feet in height which will allow the Lake to be visible through the fence, which fences shall be constructed of materials, and have a design, approved by the Architectural Control Committee and shall be compatible to adjacent Lots and with the general scheme for the Lake area. No hurricane-type fences shall be permitted. The maintenance cost of fences on common lot lines shall be shared equally between the Lot owners, provided however that until such time as the adjacent lot is sold by the Declarant and the Lot is improved, the cost shall be borne by the Lot owner constructing the fence.

- 3.07 **Garage and Carports.** Garages and carports and their openings shall be approved by the Architectural Control Committee.
- 3.08 **Garbage Containers.** No open garbage containers or piles of garbage shall be allowed to remain on any Lot. Garbage cans must be screened from neighbors and the public view by fencing, landscaping or other screening devices that are acceptable to the Architectural Control Committee. All garbage, trash, and other refuse must be placed in containers at a place convenient for pick-up service. Construction debris shall be handled and disposed of as required by the Architectural Control Committee.
- 3.09 **Indemnity Relative to Defect in Plans and Specifications.** Neither the Declarant, Association, or Architectural Control Committee or any member, officer or agent thereof shall be responsible or liable in any way for any defects in any Plans or Specifications submitted, approved, or revised in accordance with this Declaration, nor for any structural or other defects in any work done according to such Plans and Specifications. The scope of the review of the Plans and Specifications shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes and standards, or any other similar factors, provided however, the Architectural Control Committee shall have the right to require evidence or proof of structural soundness or compliance with codes or standards prior to approving plans or specifications.
- 3.10 **Landscaping Plan.** Landscaping of the front yards is required. A landscaping plan shall be presented to the Architectural Control Committee for approval not less than thirty (30) days prior to construction of any residence. The plan shall be a drawing and shall depict trees, areas of lawn or ground cover, hedges, bushes, ferns or other plantings, and any areas to be left unimproved by landscaping. The names of all new landscape items shall be indicated therein. The amount of landscaping and plant materials and coverage area will be sufficient to insure continuity of landscaping along the streets and to insure compatibility with the overall planting and landscaping in the subdivision. The plantings and other Improvements provided for in such plan shall be installed, planted, or constructed within thirty (30) days of the completion of the residence unless an extension is granted by the Architectural Control Committee.
- 3.11 **Mailboxes.** Architectural Control Committee approval is required prior to the installation of all mailboxes. All mailboxes shall be uniform as determined by the Architectural Control Committee.
- 3.12 **Plot Plan.** The plot plan shall show the proposed location of all Improvements and all walkways, driveways, parking areas, sidewalks, exterior walls, swimming pools, other amenities to be constructed on the Lot, the distances measured from the extremity of such

Improvements on the Lot to the property lines. The plot plan shall be drawn to a scale of one (1) inch equals twenty (20) feet (1" = 20') or larger.

- 3.13 **Retention of Plans.** Upon approval by the Architectural Control Committee of any Plans and Specifications submitted hereunder, a copy of such Plans and Specifications, as approved, shall be retained by the Architectural Control Committee for so long as it deems necessary after which time same may be destroyed or disposed of. A written letter approving said plans, or a stamp of approval executed by the Architectural Control Committee shall be placed on the application, shall be sent to the applicant submitting same.
- 3.14 **Roof Penetrations.** No ventilating, plumbing, or heating vents shall be placed on the front side of building roofs. All vents protruding from roofs shall match, or be painted to match, the color of the roof. Residences on corner lots are considered to have two (2) front sides relative to the purpose of this Section, unless otherwise approved by the Architectural Control Committee.
- 3.15 **Setbacks and Minimum Heated/AC Square Footage for Single Family Dwellings.**
- A. **Front Setbacks.** The minimum front setback for Lots shall be twenty (20') feet, unless otherwise approved by the Architectural Control Committee. Lots shall comply with all governmental regulations regarding setbacks.
 - B. **Corner Lots.** All dwelling units situated on a corner Lot shall maintain a minimum side yard setback of not less than ten (10') feet, except where the garage faces a street, in which case the side yard setback is twenty (20') feet. The Architectural Control Committee shall determine, in its discretion, the facing direction of all such structures, including garages and accessory buildings.
 - C. **Lots Adjacent to Lake.** All Lots that are situated adjacent to the lakes shall maintain a setback of not less than twenty (20") feet from the nearest boundary of the lake, unless otherwise approved by the Architectural Control Committee. Prior to swimming pool or other construction adjacent to the lake, a Land Stability Report shall be obtained.
 - D. Measurements for setbacks shall be taken from the outer extremities of the foundation of the buildings to the appropriate property lines. Normal overhangs shall be permitted to encroach into the setback area.
 - E. **Waivers.** The Architectural Control Committee has the authority to alter building setback lines as it deems necessary to achieve the objectives of this Declaration.
 - F. **Minimum Square Footage.** The minimum square footage for Lots 1-74 is established at 1,400 square feet and the minimum square footage for lots 75-123 is established at 2,000 square feet
- 3.16 **Sidewalks.** A four (4') foot broom finished concrete sidewalk with spacers in 8' or less intervals shall be constructed four feet from the Utility Easement along all public streets abutting a Lot by the Lot Owner and shall meet all governmental requirements and the requirements of the Architectural Control Committee.
- 3.17 **Solar Devices.** Solar collectors may be installed on the roof of a home provided they are of the flat plate type mounted flush with no overhang. Solar collectors shall not be installed on a house in a fashion which detracts from the design appearance of the structure or creates glare to adjoining homes or property. The Architectural Control Committee shall adopt such restrictions as it may find necessary to assure the acceptable appearance of solar devices.
- 3.18 **Temporary Construction Easement.** The Owner of a Lot upon which a dwelling is to be constructed with an exterior wall upon or within five (5) feet of an adjacent Lot may be granted a temporary construction easement upon the next adjacent five (5) feet of such

adjacent Lot for the purpose of carrying on reasonable and necessary construction activities in connection with the construction of such dwelling by the Architectural Control Committee; provided, however, that no such easement shall be effective for a period of more than six (6) months from the beginning of construction of said dwelling, and the rights that may be granted shall not authorize the destruction or removal of any Improvements, including landscaping or natural vegetation, located upon such adjacent Lot. The Owner utilizing a granted temporary construction easement shall restore the area thereof to its previous condition and shall be responsible for all clean-up made necessary by such use. Notwithstanding the foregoing, no such easement shall be granted once a dwelling, or other vertical construction, is placed upon the easement area of the adjacent Lot.

- 3.19 **Trash and Debris Dumpsters.** During the phase of construction of his residence, each Owner shall utilize trash and debris dumpsters or such other containers as may be required by the Architectural Control Committee to maintain the building site in a neat, clean and safe condition. The Association shall have the right, but not the obligation, to remove unsightly trash or debris from a Lot or from areas that such debris has been deposited in the event the Owner responsible therefor has not maintained or removed the same as required herein, and the cost hereof shall be paid by such Owner, enforceable as an Assessment.
- 3.20 **Utility Connection Points.** Owners of Lots agree to connect utility service lines, including but not limited to, electricity, water, sewer, telephone, cable television, and natural gas, only at points designated by the Declarant.
- 3.21 **Variances.** The Architectural Control Committee may grant variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including without limitation, restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, setbacks, building envelopes, colors, materials, or similar restrictions when circumstances such as topography, nature obstructions, hardship, or aesthetic or environmental consideration may warrant in the sole and absolute discretion of the Architectural Control Committee. Requests for variances must be in writing from the Owner and sub sequent answer or approval by the Architectural Control Committee shall be in writing.

If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the variance. The Owner shall be responsible to insure that waivers affecting title are in proper form and recorded in the Lafayette Parish Clerk's Office at the Owner's cost if same is required or requested.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

- 4.01 **Appointment of Members.** The Board shall have the right to appoint and remove all members of the Architectural Control Committee, but so long as Declarant is entitled to the additional votes allocated Declarant pursuant to Section 5.10 (B), Declarant shall have the absolute right to approve or disapprove all members proposed for appointment by the Board. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Control Committee without Declarant's consent.
- 4.02 **Committee Duties and Authority.**
- A. The Architectural Control Committee shall approve Plans and Specifications for Improvements in Walker's Lake.

- B. The Architectural Control Committee shall review and inspect construction and other Improvements in Walker's Lake to assure general adherence to approved Plans and Specifications.
- C. The Architectural Control Committee shall strive to aesthetically control the spacing and orientation of dwelling units, buildings, and other Improvements, especially in relation to front, side and rear yard orientation.
- D. The Architectural Control Committee, in its discretion, may grant variances as set forth in Section 3.21 above.

4.03 **Meetings.** The Architectural Control Committee shall meet from time to time, as necessary to perform its duties hereunder.

The Architectural Control Committee may, by resolution, unanimously adopted in writing, designate one (1) of its members to take any action or perform any duties for and on behalf of the Architectural Control Committee, except the granting of variances. In the absence of such designation, the vote of a majority of the members of the Architectural Control Committee taken with or without a meeting shall constitute an act of the Architectural Control Committee. Any writing signed by a majority of the members shall be conclusive evidence of the action taken.

4.04 **Nonliability of Committee Members.** Neither the Architectural Control Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their performance of the duties of or membership on the Architectural Control Committee or the Board except in cases of willful misconduct or bad faith. The Association shall hold harmless indemnify and defend members of the Committee from liability or loss for actions taken in the performance of their duties as set forth herein.

4.05 **Number of Members.** The Architectural Control Committee shall consist always of either three (3) or nine (9) members. The initial members of the Architectural Control Committee shall be appointed by Declarant.

The Board may reduce the number of members of the Architectural Control Committee to three (3) and increase it to nine (9) as often as it wishes. Each member of the Architectural Control Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Architectural Control Committee may be removed at any time without cause.

4.06 **Objective.** The objective of the Architectural Control Committee, which governs new construction and Improvements in Walker's Lake Phase I, is to encourage the building of homes of good architectural design, quality, and size compatible with the area. Homes should be planned with particular attention to the design and aesthetic appearance of the exterior and the use of materials as will, in the judgment of the Architectural Control Committee, create an attractive and harmonious blend with existing homes and the natural surroundings. The Architectural Control Committee may disapprove the design and construction of a home purely on its exterior appearance when such disapproval is required to protect the other homeowners.

Prior judgments or decisions regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Architectural Control Committee feels that the repetition of such matters will have an adverse effect.

4.07 **Review of Proposed Plans for Buildings or Other Improvements.** Prior to the start of construction of any building or Improvement in Walker's Lake Phase I, Plans and Specifications shall be submitted to the Architectural Control Committee for review and approval in accordance with Section 3.01 hereof. Construction or installation may not commence on any building or Improvement until the Plans and Specifications for the same have been approved as provided therein. The Architectural Control Committee may review and approve or disapprove all Plans and Specifications submitted to it for

any proposed Improvement, including the construction, alteration or addition thereof, or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and Walker's Lake Phase I generally.

The Committee shall take into consideration the aesthetic aspects of architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features, but shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

- 4.08 **Rules Adoption.** The Architectural Control Committee may adopt such procedural and substantive rules not in conflict with this Declaration as it may deem necessary or proper for the performance of its duties. The Architectural Control Committee shall adopt such rules, guidelines or standards as required by this declaration.
- 4.09 **Work in Progress and Completed Work.** The Architectural Control Committee may review and inspect work in progress and completed work and give notice of noncompliance as it deems necessary.

ARTICLE V

WALKER'S LAKE HOMEOWNERS' ASSOCIATION

- 5.01 **Association Organization.** Walker's Lake Homeowners' Association shall be a nonprofit Louisiana corporation created for the purpose, charged with the duties, and vested with the power prescribed by law or set forth in its Articles of Incorporation and By-Laws and in this Declaration, provided however, that in the event of conflict the Declaration shall control.
- 5.02 **Board of Directors.**
- A. **Number.** The affairs of the Association shall be managed by a Board of Directors having not less than three (3) nor more than nine (9) directors. Except for the initial Board named in the Articles of Incorporation for initial Report or Minutes, the directors and officers shall be elected from the membership of the Association.
- B. **Nominating Committee.** A Nominating Committee shall be appointed by the Board. It shall consist of a chairman who shall be the then President or Vice President and two (2) or more additional Members of the Association who are not on the Board. Annually, the nominating committee shall make as many nominations for election to the Board as are required but not less than the number of vacancies to be filled. Such Nominating Committee Members shall be appointed by the Board prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting of the Association members.
- C. **Election and Term of Office.** At the first annual meeting of the members of the Association and at each annual meeting thereafter, the Members shall elect five (5) directors for a term of one (1) year, provided however that said Directors shall hold said position until replaced and failure to hold an annual meeting shall not disqualify said Directors nor cause the forfeiture of said Office. Election to the Board shall be by secret written ballot. The Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under Section 5.10 of this Declaration. The candidate receiving the largest number of votes shall be elected. The Members shall not have cumulative voting rights.

- D. **Offices.** The Board, elected by Association Members, shall decide who amongst them will fill the offices of President, Vice President, Secretary, and Treasurer, the latter three offices may be combined.

The President shall preside at all meetings of the Board, insure that orders and resolutions of the Board are carried out, sign all written instruments and sign all checks and promissory notes.

The Vice President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise such other duties as required by the Board.

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Association Members, keep the corporate seal of the Association and affix it on all paper requiring said seal, serve notice of meetings of the Board and of Association Members, keep appropriate current records showing the names and addresses of the Members of the Association, and perform other duties required Board.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, discharge such funds as directed by the Board, keep proper books of account, co-sign checks with the President as required, prepare an annual income and expenditures statement to be presented to the membership at its regular annual meeting, and deliver a copy of same to the Members.

- E. **Removal.** Any member of the Board, or the entire Board, may be removed from office with or without cause by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a member of the Board, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. However, the Board may in its discretion leave such position vacant until the next annual meeting of the Association as long as there are at least three (3) members on the Board at all times.
- F. **Compensation.** No member of the Board shall receive compensation for his services as a member of the Board. However, any director may be reimbursed for actual expenses incurred in the performance of duties for the Association.
- G. **Action Taken Without a Meeting.** The Board shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

5.03 **Duties of Association.** In accordance with this Declaration, the Association, through its Board, shall have and perform the following duties for the benefit of its Members.

- A. Accept, own, operate, and maintain the Common Areas, including without limitation median islands, lakes, subsurface drainage system, lighting system, landscaping and other Improvements located thereon or thereunder, the main entrance features and all other Association Property that may be hereafter conveyed or leased to it;
- B. Obtain and maintain in effect adequate policies of insurance affording fire and extended coverage, bodily injury and property damage liability, workmen's compensation (if required) and other such insurance coverages the Board deems necessary or expedient;
- C. Pay property taxes levied with respect to any Association Property;

- D. Convey, upon dissolution of the Association, the assets of the Association to one or more tax exempt organizations of the kind described in Section 501 of the Internal Revenue code of 1954 for the benefit of the members of the Association;
- E. Make, establish, and promulgate rules which set dues, assessments and fees, prescribe the regulations governing the operation and use of Association Property and permit and enforce speed and traffic controls, use of vehicles and parking and safety restrictions, all in Access Servitudes, Common Areas, Walkways and Paths within Walker's Lake Phase I;
- F. Appoint and remove members of the Architectural Control Committee through the Board; and
- G. Enforce the covenants, conditions, and restrictions set forth in this Declaration.

5.04 **Meetings.** An annual meeting of the Members of the Association will be held in January of each year at a place convenient to the Members. Said annual meeting may be held at another reasonable place or time as designated by written notice from the Board or by written notice signed by Members having one-fifth (1/5) of the total votes outstanding, delivered not less than ten (10) or mailed not less than fifteen (15) days prior to the date fixed for said meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each Member as his address appears on the books of the Association.

5.05 **Membership.** Declarant, as long as it owns at least one (1) Lot, and all Owners shall be Members of the Association. Each Owner shall automatically be a Member of the Association, and membership shall be appurtenant to and run with the Lot ownership which qualifies the Owner thereof for membership. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot.

5.06 **Necessary Votes for Action.** Except as otherwise provided in this Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by written proxy.

5.07 **Powers and Authority of Association.** The Association shall have the power and authority of a Louisiana non-profit corporation, subject to the limitations set forth in this Declaration, to:

- A. Manage and operate Association Property;
- B. Levy annual and special Assessments;
- C. Pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities, services, and maintenance for the Association Property;
- D. Maintain and repair Association Property;
- E. Enter into contracts on such terms and provisions as the Board may determine;
- F. Obtain and hold and hold any necessary permits or licenses;
- G. Acquire, own, and dispose of property, whether by grant, lease, gift, or otherwise;
- H. Enter onto any Lot or, Association Property for the purpose of enforcing by peaceful means this Declaration or to perform exterior repairs, maintenance or cleaning when an Owner fails to maintain his Lot and Improvements in a manner satisfactory to the Association; and

- I. Retain and pay for legal and accounting services necessary in the operation and management of the Association and Association Property.
- 5.08 **Presiding Officer.** The President of the Board, or in his absence the Vice President, shall call meetings of Members to order and act as presiding officer of such meetings.
- 5.09 **Quorum.** The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty eight (48) hours nor more than thirty (30) days from the time set for the original meeting. At this new meeting, the quorum requirement shall be waived, and action may be taken by a vote of a majority of the votes present.
- 5.10 **Voting Rights.** The right to cast votes and the number of votes which may be cast for election of members to the Board of the Association and for all other voting matters shall be calculated as follows:
- A. The Owner, including Declarant, of each Lot or Composite Lot shall have one (1) vote for each such Lot or Composite Lot.
 - B. In addition, the Declarant shall also have and be entitled to three (3) votes for each one (1) vote outstanding in favor of any Owner, other than Declarant, under Subsection A above; provided, however, at such time as the number of dwelling units owned by persons or entities other than Declarant total in the aggregate ninety (90) percent of the total number of Lots in Walker's Lake Phase I, Declarant's right to additional votes under this Subsection B shall cease to exist, and thereafter, Declarant shall have only the votes, if any, to which it is entitled under Subsection A above.
 - C. Lots held jointly or in common by more than one (1) person shall require that the Owners thereof designate, in writing, the individual person or Owner who shall be entitled to cast such vote, and no other person shall be authorized to vote in behalf of such Lot. A copy of such written designation shall be filed with the Board, before any such vote may be cast, and upon the failure of the Owners to file such designation, such votes shall neither be cast nor counted.
 - D. Any Owner, including Declarant, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the By-Laws of the Association, but no such proxy shall be valid for more than eleven (11) months.

ARTICLE VI

ASSOCIATION PROPERTY

- 6.01 **Association Property and its Conveyance.** The Declarant will transfer and convey to the Association the property in Walker's Lake Phase I described hereinbelow, after completion of development of the same. In the act of conveyance, Declarant shall reserve unto itself all minerals and mineral rights in and to immovable property, but shall covenant not to allow any drilling or exploration activities to be conducted on the surface of said property, which would in any way interfere with the use of the same. The Association shall agree to hold harmless, indemnify and defend Declarant from and against any and all liability relating to ownership, maintenance, development and design of any and all property conveyed to the Association. Development of these properties shall be considered complete when all utilities have been installed, all streets paved, and all landscaping or development of the properties, if any, have been fully accomplished, to wit:
- A. The Walker's Lake Phase I two (2) main entrances with accompanying signage, features, landscaping.

- B. The Common Areas described in this Declaration, including all improvements, paving, walks, lighting systems, landscaping, sprinkler systems, pumps, drainage structures and other Improvements located thereon or thereunder.
- C. The areas shown on the final plat and designated as Lakes or Parks on the survey attached hereto.

6.02 **Damages.** Each Owner shall be liable to the Association for any damage to Association Property which may be sustained by reason of the negligent or intentional misconduct of such Owner or his family, lessee, guests, or invitees. If a Lot is owned by two (2) or more persons, all such persons shall be liable in solido hereunder for any such damages. The amount of such damages may be levied as an Assessment against such person's immovable and movable property on or within Walker's Lake Phase I, and may be collected as provided for in this Declaration under Assessments.

6.03 **Damage and Destruction of Association Property.** In the case of destruction of or damage to Association property by fire or other casualty:

A. **Reconstruction - Minor.** If the cost of repairing or rebuilding does not exceed the sum of Ten Thousand and No/100 Dollars (\$10,000.00) and the amount of the available insurance proceeds, such insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association Property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special Assessment to make good any deficiency.

B. **Reconstruction - Major.** If the cost of repairing or rebuilding exceeds Ten Thousand and No/100 Dollars (\$10,000.00) and the available insurance proceeds, then:

(1) The insurance proceeds shall be paid to the Board, to be held in separate trust for the benefit of the Members, as their respective interests shall appear. The Association may, on behalf of the Members, enter into an agreement with a bank or other corporate trustee upon such terms as the Board may approve consistent herewith, for the purpose of receiving, holding or disbursing such proceeds.

(2) The Association shall obtain firm bids from two (2) or more responsible contractors to repair or rebuild any or all portions of the damaged property and shall call a special meeting of the Members to consider such bids. At such special meeting, the Members may, by a three-fourths (3/4) majority of the votes cast at such meeting elect to reject such bids and not rebuild. Failure to reject such bids shall be deemed acceptance of such bid as may be selected by the Board of Directors. If a bid is accepted, the Association may levy special assessments on the Members to make up any deficiency between the total insurance proceeds and contract price of repairing or rebuilding the Association Property and such assessments and all insurance proceeds shall be paid to the Board to be used for such repairing or rebuilding. Such assessments may be made due on such dates as the Association may designate. The Association may borrow money to pay the aforesaid deficiency and may secure such borrowing by an assignment of its right to collect such assessments, by a pledge of or mortgage on any movable property owned by the Association or held by it in trust for the Members, or on any other immovable property owned by the Association. If the Members elect not to rebuild, the proceeds, after payment for demolition of damaged structures and clean-up for premises, shall be retained by the Association for use in performing its functions under this Declaration.

- C. **Decision Not to Reconstruct.** If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility pursuant to Subsection A or B, as the case may be of this Section.

ARTICLE VII

ASSESSMENTS AND ASSOCIATION FUNDS

- 7.01 **Annual Assessment and Due Date.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum regular annual Assessment shall be \$50.00.

Unless set otherwise by the Board, the due date for each year's regular annual Assessment shall be January 31 for each current calendar year's Assessment.

The person or entity holding record title to the Lot or Composite Lot on January 1 of each year shall be responsible for payment of the annual Assessment. The seller of the Lot may, on his own, make an agreement with the buyer to have the buyer pay him all or a portion of such Assessment.

The Board shall fix the amount of the annual Assessment against all property subject to the same at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent every Owner subject thereto.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the Assessments on a specified Lot is binding upon the Association as of the date of its issuance.

Prior to the beginning of each new calendar year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a provision for contingencies and appropriate replacement reserves. Then, the Board shall levy the annual Assessment per this article in order to pay such estimated expenses.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased above ten (10) percent only by a vote of fifty-one (51) percent of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

- 7.02 **Assessments and Their Uses.** The uses of the annual and special Assessments levied by the Association shall be to maintain, preserve, and operate the Association Property for the benefit of the Members and to carry out the powers, duties, and functions of the Association as set forth in this Declaration. Such purposes shall also include, but not be limited to, providing utility services to the Association Property, paying ad valorem taxes thereon, providing funds for the payment of unexpected liabilities and expenses incurred by the Association during the preceding year, and maintaining and preserving said property as well as for the creation of reasonable reserves pursuant to Sections 7.05 and 7.10 hereof for future maintenance, preservation, operation and/or capital improvements or expansion of said property.

- 7.03 **Collection and Proration of Initial Regular Annual Assessment.** At the date of closing when an Owner initially purchases or acquires property within Walker's Lake Phase I, the Declarant, in the interests of the Association, shall levy and collect from each

Owner a prorated portion of the applicable annual Assessment indicated in Section 7.01 for the remaining portion of the first calendar year.

- 7.04 **Lien and Personal Obligation of Assessments.** Each person or entity owning a Lot by acceptance of recorded title thereto, whether or not it shall be expressed in the instrument conveying such title, is deemed to covenant and agree to pay to the Association the annual Assessment and special Assessments as levied by the Board, such Assessments to be established and collected as herein provided.

Subject to the provisions of Section 7.06 hereinafter, the annual and special Assessments, together with interest, costs, and reasonable attorney's fees, shall to the full extent permitted by law be a charge on the land and the payment thereof shall be secured by a continuing lien upon the Lot against which each such Assessment is made.

Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due.

- 7.05 **Maintenance Fund.** The Board shall establish the Walker's Lake Phase I Subdivision Maintenance Fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the property owned by or leased to the Association, or subject to the Association rules for operation of the Association, or otherwise for purposes authorized by this Declaration and as it may from time to time be amended. To the extent compatible with current operating needs, excess funds of the Association shall be maintained in interest-bearing accounts or securities.

- 7.06 **Mortgage Protection.** Notwithstanding any other provision of this Declaration, no lien created under this or any other article of this Declaration, nor any lien arising by reason of any breach of the Association's rules, nor the enforcement of any provision of this Declaration or of any Amendment to this Declaration shall defeat or render invalid the rights of the beneficiary under any recorded mortgage of first and senior priority now or hereafter made in good faith and for value. However, after the foreclosure of any such first mortgage or after conveyance in lieu of foreclosure, such Lots shall remain subject to this Declaration and the Owner thereof shall thereafter be liable for all regular and special Assessments levied by the Association.

- 7.07 **Nonpayment of Assessments, Liens, and Remedies of the Association.** Any Assessment not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such Assessment, whether regular or special, assessed against any property plus interest on such Assessment at such lawful rate as the Board may designate from time to time, and the costs of collecting the same, including reasonable attorneys' fees, shall be a lien upon such Lots and Improvements thereon. Such lien shall be prior to any declaration of homestead. The Association may either bring an action at law against the Owner personally obligated to pay the same, or foreclosure said lien against the Lot, or pursue both remedies. No Owner may waive or otherwise escape liability for any Assessment by nonuse of the Common Areas or any other Association Property or by the abandonment of any Lot. A certificate executed and acknowledged by any two (2) members of the Association's Board stating the indebtedness secured by such lien, shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request and for a reasonable charge.

- 7.08 **Property Exempt from Assessments.** No Assessments shall be levied against any property owned by the Declarant.

- 7.09. **Property Subject to Assessments.** Except as otherwise provided herein the Association shall levy Assessments against each Lot shown and designated on the plat of survey attached hereto.

- 7.10 **Reserve Replacement Funds.** One (1) or more "Reserve Replacement Funds" shall be established by Declarant and thereafter maintained by the Association for the perpetual maintenance of the Association Property, each such Reserve Replacement Fund to be maintained in an interest-bearing account established by Declarant for such purpose. The amount to be maintained by the Association in such Reserve Replacement Funds shall be determined from time to time by the Board, based on its estimation of the amount necessary to provide for such maintenance and satisfy the requirements, if any, of lenders or mortgage agencies or authorities having an interest in any loan related to property situated in Walker's Lake Phase I.
- 7.11 **Special Assessments.** The Board may levy in any assessment year special Assessments applicable to that year only for the purpose of defraying, in whole or in part, unexpected liabilities and expenses incurred by the Association during the preceding year, the cost of construction, reconstruction, repair, or replacement of a capital improvement upon any Association Property, including fixtures and personal property related thereto. Any Assessment under this section shall have the assent of at least fifty-one (51) percent of the entire membership of the Association.
- 7.12 **Subordination of Lien.** The lien for Assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any property subject to unpaid Assessments shall not affect the Assessment lien. However, the sale or transfer of any property subject to Assessment pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such property subject to Assessment from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII

MISCELLANEOUS

- 8.01 **Amendment.**
- A. For so long as Declarant is still entitled to the additional votes provided for in Section 5.10 B hereof, Declarant reserves to itself and shall have the continuing right, at any time, and from time to time, without the joinder or consent of any Owner, lender or other person to amend this Declaration for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, and to meet any requirement specified by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association and any other similarly secured or guaranteed mortgage agency or authority or lending institution with an interest in any loan related to any property situated within Walker's Lake Phase I; provided, however, any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair or materially adversely affect the vested property or other rights of any Owner or of his mortgagee.
- B. From and after the twelfth (12th) month from the date of the recording of the original Declaration, it may be amended only by the Declarant as long as the Declarant is still entitled to the additional votes provided for in Section 5.10 B hereof. No amendment proposed by Declarant under this subparagraph shall be effective without notice and hearing; and if the Owners, other than Declarant, entitled to cast fifty-one (51%) percent or more of the votes entitled to be cast pursuant to Section 5.10, by written notice delivered to the Board within fifteen (15) days after such hearing, object to such amendment as proposed by Declarant, such amendment shall not be effective. Any amendment affected under the provisions of this subparagraph shall not become effective until it has been executed and recorded in the record books of the office of the Clerk of Court in Lafayette Parish, Louisiana.

- C. Except as provided in Subsections A and B above, this Declaration may be amended by the President and Secretary of the Board executing such amendment and recording it in the record books of the office of the Clerk of Court in Lafayette Parish provided that they shall certify that such amendment has been approved by Owners entitled to cast at least fifty-one (51%) percent of the number of votes entitled to be cast pursuant to Section 5.10. Any Owner may indicate his approval of such proposed amendment either by consenting thereto in writing or by affirmative vote at a duly convened regular or special meeting of the Association.
- 8.02 **Assignment by Association.** The Association shall be empowered to assign its rights hereunder to any successor nonprofit membership corporation, herein referred to as the "successor corporation"; and upon such assignment, the successor corporation shall have all the rights and be subject to all the duties of the Association hereunder.
- 8.03 **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.
- 8.04 **Construction Activities.** This Declaration shall not be construed to unreasonably interfere or prevent normal construction activities during the construction of Improvements by the Declarant upon property within Walker's Lake Phase I, provided, that when completed, any such Improvements constructed within Walker's Lake Phase I, shall conform in all respects to this Declaration.
- 8.05 **Effect of Violation of Mortgage.** No violation of any provisions of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion, of the property made subject hereto, provided, however, that any mortgagee in actual possession or any purchaser at any mortgagees or foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the property.
- 8.06 **Enforcement of Declaration.** Any Owner, the Association, the Architectural Control Committee, Declarant, its successors and assigns, or any party to whose benefit this Declaration insures shall have the right to proceed at law or in equity to compel the violation or breach of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision and the prevailing party in such enforcement action shall be entitled to recover reasonable attorney's fees incurred in connection therewith.
- 8.07 **Exemption of Declarant.** Notwithstanding anything in this Declaration to the contrary, neither the Declarant nor any of its activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Control Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of the Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales, and leasing offices, and similar activities, and to post signs incidental to construction, sales and leasing anywhere within Walker's Lake Phase I.
- 8.08 **Indemnity for Damages.** Each and every Owner in accepting an instrument convey in title to any property subject to this Declaration agrees to indemnify Declarant and the Association for any damage caused by such Owner to roads, streets, gutters,, lighting, sidewalks or walkways, including all surfacing thereon, landscaping or to electrical, telephone, television, water, storm drainage, or sanitary sewer lines.
- 8.09 **Interpretation.** The provisions of this Declaration shall be liberally construed to create a uniform plan for the development and operation of Walker's Lake Phase I, and of promoting and effectuating the fundamental concepts set forth in this Declaration and the Master Plan.

The Association, as the governing body of Walker's Lake Phase I, shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, the interpretation by the Board of the Association shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

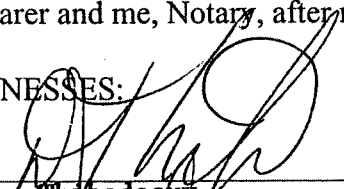
- 8.10 **Liens.** The Association shall have the right, when appropriate, to claim or impose a lien upon any Lot in order to enforce any right or effect compliance with this Declaration.
- 8.11 **No Dedication to Public Use.** Nothing contained in this Declaration is intended or shall be construed as a dedication to public use, of any Association Property, including without limitation, the Common Areas described in Section 2.16 hereof, or other Common Areas, and no public, state, parish or municipal agency, authority or utility has accepted or shall have any responsibility or liability for the maintenance or operation of any of said Association Property.
- 8.12 **Nonwaiver.** The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Declaration.
- 8.13 **Notices.** Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, Postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.
- 8.14 **Severability.** Every one of the covenants, conditions, easements and restrictions contained herein is independent of and severable from the rest of the covenants, conditions, easements and restrictions and from every combination of the provisions thereof. Invalidation by any court of any covenant, condition, easement or restriction in this Declaration shall in no way effect any of the provisions of the other covenants, conditions, easements and restrictions which shall remain in full force and effect.
- 8.15 **Singular Includes Plural, etc.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine; or neuter shall include the masculine, feminine, and neuter.
- 8.16 **Term of Declaration and Amendments.** This Declaration shall run with and bind the land situated in Walker's Lake Phase I, shall inure to the benefit of and be enforceable by the Declarant, the Association, the Architectural Control Committee, and the Owner of any Lot included in Walker's Lake Phase I, their respective legal representatives, heirs, successors, and assigns until the 31st day of December in the year 2026, after which time said Declaration shall be automatically extended thereafter for successive periods of ten (10) years each, unless amended or extinguished by a written instrument as hereinafter provided.
- 8.17 **Transferee's Acceptance.** The Transferee of the property subject to this Declaration by acceptance of the instrument conveying an interest in or title to or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such property, shall accept such contract upon and subject to the provisions contained in this Declaration.

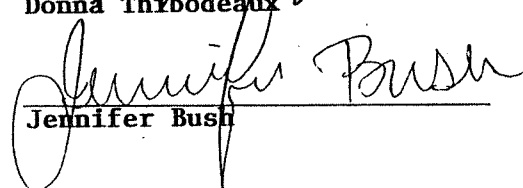
The execution of such written instrument must be signed by not less than seventy-five (75) percent of the Owners and be filed for recordation in the appropriate records of Lafayette Parish, Louisiana, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

After December 31, 2026, this Declaration may be amended or terminated in its entirety by an instrument signed by not less than fifty-one (51%) percent of the Owners with such instrument being filed for recordation in the appropriate records of Lafayette Parish, Louisiana, or in such other place or recording as may be appropriate at the time of the execution of such instrument.

THUS DONE AND PASSED in Lafayette, Louisiana, on the aforesaid date in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

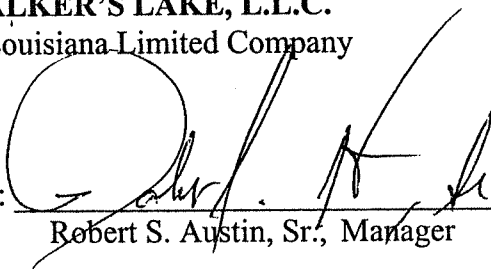
WITNESSES:


Donna Thibodeaux


Jennifer Bush

WALKER'S LAKE, L.L.C.
A Louisiana Limited Company

BY:


Robert S. Austin, Sr., Manager


NOTARY PUBLIC

Robert P. Brenham
Bar Roll #03432

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
800 South Buchanan
PO Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

WALKERS LAKE PHASE 1

First VENDEE

WALKERS LAKE PHASE 1

Index Type : Conveyances

File Number : 2012-00016114

Type of Document : Amendment

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

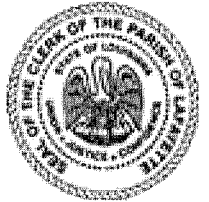

Clerk of Court

On (Recorded Date) : 05/01/2012

At (Recorded Time) : 1:12:02PM



Doc ID - 032640550004

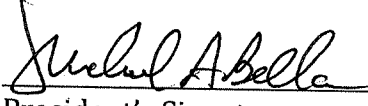


**AMENDMENTS TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WALKER'S LAKE PHASE I and WALKER'S LAKE PHASE II
EFFECTIVE JANUARY 1, 2012**

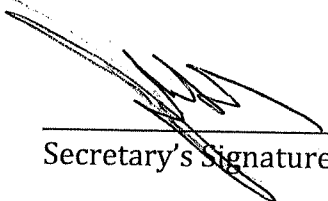
According to the current Walker's Lake Declaration of Protective Covenants, Conditions and Restrictions Section 8.01C the attached seven (7) amendments were voted on and approved in writing by at least fifty-one percent (51%) of the members entitled to cast their vote pursuant to Section 5.10. Currently all of the two hundred forty-three (243) lots or composite lots are sold therefore requiring at least one hundred twenty-four (124) votes to approve each amendment.

Amendment #1- 131 for/0 against
Amendment #2- 131 for/0 against
Amendment #3- 129 for/2 against
Amendment #4- 130 for/1 against
Amendment #5- 131 for/0 against
Amendment #6- 131 for/0 against
Amendment #7- 131 for/0 against

We, the undersigned President and Secretary of the Board of Directors of Walker's Lake Homeowners Association, hereby certify that this information is true, correct and accurate. We hereby authorize the Office of Clerk of Court of Lafayette Parish, Louisiana to file the attached Amendments in the records on behalf of the Association.

 4/19/12

President's Signature Date

 4/19/12

Secretary's Signature Date

**AMENDMENTS TO
ARTICLE V
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
For
WALKER'S LAKE PHASE I and WALKER'S LAKE PHASE II**

Amendment #1 Article V Section 5.02 (A.) **Number**

Strike 1st sentence, and insert in its place... "The affairs of the Association shall be managed by a Board of Directors having three (3) or five (5) members."

Amendment #2 Article V Section 5.02 (B.) **Nominating Committee**

Strike title, and replace with new title: "Board Nominations"

Strike entire section, and insert in its place... "Nominations for election to the Board shall be made verbally by a member of the Association present, or in writing by a member of the Association not present, at the annual meeting. There is no limit for the number of nominations and all submitted shall be placed on the ballot following confirmation provided that a member so nominated is not in default in the payment of dues or assessments with Walker's Lake Homeowner's Association. Should the number of nominations submitted be less than the Board member positions up for election, the Board in place at the time may appoint a member(s) of the Association to fill the vacancy(ies). This appointment may be of a current or former board member."

Amendment #3 Article V Section 5.02 (C.) **Election and Term of Office**

Strike 1st and 2nd sentences, and insert in their place... "Election of members to the Board shall be conducted at the annual meeting. Board members shall serve a two (2) year term. The election shall be conducted by written vote or a "show of hands", provided that a quorum is present."

Amendment #4 Article V Section 5.02 (C.) **Election and Term of Office**

Insert 2nd paragraph... "An exception to the above two (2) year term shall be made for the Board Members elected in 2012. To promote continuity and to have experienced Board members serve, the terms of Board members shall be staggered. The five (5) Board members elected in 2012 shall, therefore, serve their terms as follows: two (2) of the Board members shall serve a one (1) year term, and three (3) of the Board members shall serve a (2) year term. The newly-elected Board members shall determine amongst themselves who will serve each appropriate term."

Amendment #5 Article V Section 5.06 **Necessary Votes for Action**

Insert at the end of the 1st sentence... " , provided that a quorum is present."

Amendment #6 Article V Section 5.07 (J.) **Management Company**

Insert... “Employ a management company to perform any of the duties of the Association necessary to maintain and operate the Association and Association Property.”

Amendment #7 Article V Section 5.09 **Quorum**

Strike entire section, and insert in its place... “The presence at any meeting, in person or by proxy, of at least *one-third* of the members entitled to vote shall constitute a quorum for any action to be taken at said meeting. If, however, there is no quorum, the meeting shall be adjourned and the matters which would have been voted on at said meeting will thereafter be done by written ballot. Ballots shall be sent to all members entitled to vote via United States Postal Service First Class Mail or by email within ten (10) business days of the adjourned meeting. The return of at least *one-third* of the ballots is necessary to satisfy the aforementioned quorum requirement and the result of the matter voted on by ballot shall be deemed a valid act as if said matter were voted on at a meeting of the members of the Association.”