

**AMENDMENT TO THE ACTS OF RESTRICTIONS
OF
CARRINGTON PLACE SUBDIVISION
FIRST, SECOND, THIRD, FOURTH & FIFTH FILINGS, LOTS 1-249
EAST BATON ROUGE PARISH, STATE OF LOUISIANA
2016**

Restrictions of Record affected hereby:
First Filing: Original 123, Bundle 10217
Second Filing: Original 406, Bundle 10313
Third Filing: Original 688, Bundle 10378
Fourth Filing: Original 797, Bundle 10489
Fifth Filing: Original 809, Bundle 11063

BEFORE ME, the undersigned Notary Public in and for the Parish designated, duly commissioned and qualified therein personally appeared:

Dennis Dixon, the President of the Carrington Place Homeowners Association, Inc., the duly authorized entity representing the owners of lots 1-249 in the First through Fifth filings of Carrington Place Subdivision, who declared that:

“In accordance with paragraph 11 of the Act of Restrictions, First Filing; and paragraph 11 of the Act of Restrictions, Second Filing; 11 of the Act of Restrictions, Third Filing; 11 of the Act of Restrictions, Fourth Filing; and 11 of the Act of Restrictions, Fifth Filing, a majority of the owners of lots First Filing, lots Second Filing, lots Third Filing, lots 98-168 Fourth Filing, and lots 169-249 Fifth Filing have set their hand and signed this Amendment to the Act of Restrictions agreeing to change said covenants in whole or in part, said Amendment to become effective upon recordation in East Baton Rouge Parish, State of Louisiana. That the covenants hereby amended were to run with the land for twenty-five years but were subject to amendment at any time by a majority of the then owners of the lots and to the extent it may be later determined the amendments contained herein are not effective until the respective expiration of the twenty-five year period for each Filing it is intended that this Amendment shall become effective immediately upon the expiration of said twenty-five year period for each Filing.”

IN ACCORDANCE with the purpose as set forth in the referenced Acts of Restrictions for the 1st, 2nd, 3rd, 4th, and 5th Filings, this amendment is made for the purpose of consolidating all Acts of Restrictions into one document affecting all filings, to make all lot owners mandatory members of Carrington Place Homeowners Association, Inc., transfer architectural control to the homeowners association, and to otherwise amend, consolidate, establish and supersede all prior restrictions and amendments thereto with one set of Restrictions for Carrington Place Subdivision and to further establish Carrington Place as a unified subdivision under a single plan of development, and for such purpose as is otherwise detailed herein or which would be readily apparent to the reader by the context hereof the present owners of the lots as evidenced by their signatures affixed hereto now amend, change, establish, modify and effect the following to serve

as the Act of Restrictions for Carrington Place Subdivision 1st, 2nd, 3rd, 4th, and 5th Filings in East Baton Rouge Parish, State of Louisiana.

Carrington Place Homeowners Association, Inc., (hereinafter, "Association") is hereby recognized as the duly authorized entity for the enforcement of these Restrictions, the collection of Assessments and the entity authorized to manage the affairs of the subdivision. That all Lot Owners are mandatory members of the Association and the affairs of the Association shall be managed by a Board of Directors and all issues of governance, including without limitation setting of annual and/or special meetings, rules for quorum, and any other items not specifically addressed in these Restrictions shall be governed by the Articles of Incorporation and bylaws of the corporation.

1. PURPOSE

The purpose hereof is the furtherance of a single-family, owner-occupied, residential Community having a uniform plan of development with each and all filings constituting a single community known as Carrington Place. Further, it is the purpose of this unified Act of Restrictions to preserve the property values, appearance and amenities of the community affecting the same with a sense of harmony, place, unity and identity. The real property described herein is therefore hereby made subject to the covenants, restrictions, servitudes, conditions, reservations, liens and charges set out herein to insure that the best and most appropriate development and improvement occurs on each lot, including improvements or changes to existing construction to protect the owners of surrounding building sites from improper use that may depreciate their property value; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials not in harmony with the other structures in the subdivision; to promote an owner-occupied community and in general adequately provide for quality improvement and use of the property and thereby enhance the value of the properties to the extent possible by the enactment and enforcement of these Restrictions.

2. THE PROPERTY

The properties subject to this Amendment and consolidation of filings and restrictions affecting the said properties and all other portions thereof shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens, and charges hereinafter set out, all of which are and were imposed upon said properties as predial servitudes, building and use restrictions, all which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the then owners of the lots will have been recorded, agreeing to change said covenants in whole or in part, said properties being described as follows:

FIRST FILING, consists of lots 1-44, and such common areas and servitudes, if any, as shown on the Final Plat of Carrington Place as prepared by Evans-Graves Engineers, Inc., and attached

to the original Act of Restrictions, Original 123, Bundle 10217 of the official records of East Baton Rouge Parish, State of Louisiana.

SECOND FILING, consists of lots 45-57, and such common areas and servitudes, if any, as shown on the Final Plat of Carrington Place as prepared by Evans-Graves Engineers, Inc., and attached to the original Act of Restrictions, Original 406, Bundle 10313 of the official records of East Baton Rouge Parish, State of Louisiana.

THIRD FILING, consists of lots 58-97, and such common areas and servitudes, if any, as shown on the Final Plat of Carrington Place as prepared by Evans-Graves Engineers, Inc., and attached to the original Act of Restrictions, Original 688, Bundle 10378 of the official records of East Baton Rouge Parish, State of Louisiana.

FOURTH FILING, consists of lots 98-168, and such common areas and servitudes, if any, as shown on the Final Plat of Carrington Place as prepared by Evans-Graves Engineers, Inc., and attached to the original Act of Restrictions, Original 797, Bundle 10489 of the official records of East Baton Rouge Parish, State of Louisiana.

FIFTH FILING, consists of lots 169-249, and such common areas and servitudes, if any, as shown on the Final Plat of Carrington Place as prepared by Evans-Graves Engineers, Inc., and attached to the original Act of Restrictions, Original 809, Bundle 11063 of the official records of East Baton Rouge Parish, State of Louisiana.

3. IMPROVEMENT RESTRICTIONS

- 3.1 In accordance with paragraph 15 of the Act of Restrictions 1st Filing, paragraph 15 of the Act of Restrictions 2nd Filing, paragraph 15 of the Act of Restrictions 3rd Filing, paragraph 15 of the Act of Restrictions 4th Filing, and paragraph 15 of the Act of Restrictions 5th Filing, all being duly recorded and five years having passed from the date of signature and recording of all Acts of Restrictions referred to herein, the record owners hereby establish that the properties subject to this amendment and consolidation of Filings and restrictions affecting the said properties and all other portions thereof shall be subject to the provisions of this Section 3 and the Carrington Place Architectural Control Committee, hereinafter the "Committee." Committee shall be composed of the Board of Directors of Carrington Place Homeowners Association, Inc., who shall appoint as Agent on its behalf an Architectural Control Sub-Committee (hereinafter, "sub-committee"), serving without compensation and who shall have all the immunity afforded non-compensated members of the Board of Directors of a homeowners association. The sub-committee shall check and determine that all building plans and improvements to any lot or structure thereon is in thorough compliance with all of the restrictions as set forth herein. The decision of the sub-committee in the event of a dispute or controversy regarding the interpretation of these restrictions and covenants may be appealed to the Board of Directors serving as the Committee, whose decision to be rendered within thirty (30) days of presentation of said appeal shall be final and non-appealable.-

- 3.2 Two (2) sets of plans, including a plot plan, must be submitted for sub-committee review when an addition or structural change is made to the exterior of a home. Both sets will be signed if approved, with one set returned to the owner or his builder or contractor, and the other retained by the Committee. If the sub-committee determines that the project scope warrants review by a licensed architect, the associated architect fees will be the responsibility of the homeowner. Disapproval of plans shall be sent by certified mail to the owner or agent at the address supplied for such notice submitted with the plans within forty-five (45) days of submission.
- 3.3 In the event the sub-committee fails to approve or disapprove in writing within forty-five (45) days following the latest submission of any plans or modified plans for construction, initial or subsequent modifications, improvements, additions or alterations to any lot, approval shall not be required by the sub-committee; this approval by default does not however waive any other of these restrictions such as set back lines, minimum dwelling size, and use restrictions which shall continue to apply.
- 3.4 No residence, building, fence, wall or other structure shall be placed, erected, modified, maintained or altered in any way until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications (including without limitation carports) and the grading plan of the lots and landscaping plans on which the improvements are to be erected shall have been submitted to and approved by the sub-committee with a copy thereof as finally submitted and approved permanently with the Committee. Routine maintenance to a residence, building, fence or other existing structure does not require committee approval.
- 3.5 No building, house, or residence shall be permitted to be erected or modified in any way except in keeping with the following: The minimum requirements for residential structures shall be 1800 square feet of heated living area and a minimum of 2150 square feet of horizontal roof area for a single story residence; the minimum requirements for residential structures shall be 1800 square feet of heated living area with at least 900 square feet of heated living area on the ground floor with a minimum of 1400 square feet of horizontal roof area for a two story or one and one-half story residence. The above set out living areas are exclusive of open porches, carports and/or garages roofs. No carport or garage shall be erected unless said carport or garage is constructed large enough to contain a minimum of two (2) automobiles. No garage or carport shall be open to the street the house fronts on, except that a garage equipped with a front door that closes may face the street.
- 3.6 Building set back lines are shown on the final plats for each Filing. Garages and carports must be attached to main dwelling but must not be nearer to the side property line than five (5) feet. For purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building. A maximum building set back line of fifty (50) feet is hereby authorized for all lots, except lots that are 175 feet deep or more, and the maximum building set back line for those lots is sixty-five (65) feet. Garages on any lot must be attached to the single family residence provided for herein, so as to form continuity and harmony with the residence, unless otherwise approved by the sub-committee in exceptional circumstances, and shall not be erected closer than five (5) feet to any side line or closer than ten (10) feet to the rear lot line.

- 3.7 Easements for installation and maintenance of utilities, drainage facilities, and sidewalks are reserved as shown on the recorded plat.
- 3.8 No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any lot for the construction of houses on the same lots.
- 3.9 No sign of any kind shall be displayed to the public view on any lot, except one sign of no more than five (5) square feet advertising this property for sale or rent or customary signs used by a builder or real estate broker to advertise the property during the construction and sales period. As limited exceptions to this restriction an owner may install a standard flag pole not exceeding twenty (20) feet in height displaying a flag not larger than five feet by seven feet (5' x 7'); standard political yard signs, not larger than five (5) square feet displaying a candidate's name or ballot initiative may be displayed during the months of July through November.
- 3.10 No oil drilling, oil development corporation, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon the surface of any lot. However, said lots can be explored, developed and produced entirely by wells located without the limits of the subdivision.
- 3.11 No structure of a temporary character, including without limitation any trailer, motorhome, travel trailer, camper, tent, shack, garage, barn or other outbuildings or basements or cellars shall be used on any lot at any time as a residence either temporarily or permanently.
- 3.12 No building materials, building equipment, construction equipment or landscaping equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence, improvement thereof or other building thereon. No vacant lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes.
- 3.13 Only underground electric services, constructed and maintained in accordance with Standard Service Practices of the Utility Company will be available for the lots in Carrington Place and no above surface electric wires shall be installed outside of any structure. All purchasers of lots understand and agree that underground electric service lines will extend through and under said lots in order to serve the residences thereon and said underground lines shall be subject to ingress and egress by the Utility Company, and said lot owners shall ascertain the location of said lines and keep the area over the route of lines free and clear of structures, trees or other obstructions. The Utility servitude area dedicated and shown on the recorded map of said Carrington Place may be cleared and kept clear by any utility company of any trees, bushes and other growth, including any overhanging branches of trees or protrusions of structures located on adjacent property. The purchasers of said lots are further herewith notified that there will be a charge per lot for the installation of the underground service line from the transformer or the point of feed to the meter location.

- 3.14 All substantial changes to landscaping on any Lot shall be approved by the Committee prior to installation in accordance with this Article 3.
- 3.15 These covenants prohibit the re-subdivision of lots from any dimension other than those shown on the official recorded plat, however, this does not prohibit the use of more than one (1) lot for one (1) residence.
- 3.16 During construction, remodeling or maintenance of any improvement, the Owner and/or any contractor, builder or tradesman contracted for by the Owner shall keep the lot and street in front of said Lot neat, clean and free from garbage and debris. Residences shall be constructed with exteriors predominantly of masonry or masonry veneer. Grass and weeds are to be cut during any construction and any damage to the sidewalk in front of any lots shall be the responsibility of the Owner and shall be repaired within three months of its damage.

4. GENERAL COVENANTS, OBLIGATIONS AND USE RESTRICTIONS

- 4.1 These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the then owners of the lots will have been recorded, agreeing to change said covenants in whole or in part.
- 4.2 Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter shall remain in full force and effect.
- 4.3 No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
- 4.4 Buildings or structures shall be constructed mainly of masonry or masonry veneer, similar to existing structures in the subdivision. Residences proposed to be constructed of materials other than the above are subject to be disapproved by the Architectural Control Committee.
- 4.5 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All dumpsters or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and may only be placed on a lot during the construction or remodeling of a residence. No incinerators are allowed on any lot at any time. Upon completion of a residence or any improvement thereto, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from a street and is kept free of obnoxious odors and insects.
- 4.6 Lot owners shall keep their respective lots mowed such that grass height does not exceed six (6) inches, and flowerbeds and lawns are to be kept free of noxious weeds. In the event that an owner fails to discharge this obligation, the Architectural Control Sub-Committee may, in its discretion, cause the lot to be mowed, and the owner of such lot shall be obligated to pay the cost of such mowing. Each Owner is responsible for the maintenance of the lawn and landscaping of their Lot. If after written notice, provided by the Committee or Association, of failure to maintain subdivision

- standards for lawn and landscaping maintenance an Owner does not take remedial action to conform the status of their lawn and landscaping the Committee or Association may take such remedial action billable to the offending Owner and may thereafter place a lien on the property to ensure payment thereof. By virtue of these Restrictions all Owners hereby agree to indemnify, defend and hold harmless the Committee and Association for any damages arising from the exercise of this authority to take remedial action of lawn or landscaping not in keeping with subdivision standards. Determination of subdivision standards shall be at the sole discretion of the Committee and/or Association provided that such standards must be adopted and published by the Committee and/or Association. -
- 4.7 No boats, vehicles, campers or trailers of any kind or parts or appurtenances of any boats, vehicles, campers or trailers shall be parked, kept, stored, repaired or maintained on any street. No boats, vehicles, campers or trailers shall be parked, kept, stored, repaired or maintained on any lot nearer to the street than the minimum setback line, nor shall they be kept, stored, repaired or maintained on any lot behind the minimum building setback line (see Section 3.6) in any manner which would detract from the appearance of the subdivision. Parking on the grass in the front or side yards of any lot or residence is strictly forbidden. Sidewalks are not to be blocked while parking on driveways.
- 4.8 Prior to placement or erection on any lot of any storage building(s), be they metal, wood frame, or other materials, said storage buildings must be approved by the Architectural Control Sub-Committee before placement or before construction begins. A committee member will supply the homeowner with an updated set of guidelines regarding storage buildings upon request.
- 4.9 No garage apartments are to be erected or to be used as a residence on any lot at any time. No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence or shelter, either temporary or permanent.
- 4.10 Mailboxes are to be maintained such that they do not detract from the appearance of the subdivision. As mailboxes require replacement, it is recommended that homeowners select one of the three Victorian Style boxes for their property as depicted in Appendix A, said Appendix also containing purchasing information for the preferred styles. The preferred color for mailboxes is black.
- 4.11 No homeowner shall use as a window covering foil, newspaper, brown paper, cardboard or any other type of material that distracts from the appearance of the subdivision in any windows that are visible from any street unless such use is on temporary basis not to exceed thirty (30) days.
- 4.12 No satellite dishes over eighteen (18") inches in diameter shall be allowed on any lot at any time, and said satellite dishes shall not be installed on the front elevation of any lot.
- 4.13 All fences and/or gates must be wooden, iron, aluminum or similar materials and installation or construction thereof must be approved by the Architectural Control Sub-Committee prior to installation and/or construction. Fences must be maintained such that the condition thereof does not detract from the safety or appearance of the subdivision and any disputes regarding the interpretation of the safety or condition of any fence shall be resolved in favor of the interpretation of the Architectural Control Sub-Committee. If after written notice, provided by the Committee or Association, of

failure to maintain subdivision standards for fence or fence maintenance an Owner does not take remedial action to conform the status of their fence the Committee or Association may take such remedial action billable to the offending Owner and may thereafter place a lien on the property to ensure payment thereof. By virtue of these Restrictions all Owners hereby agree to indemnify, defend and hold harmless the Committee and Association for any damages arising from the exercise of this authority to take remedial action for fences not in keeping with subdivision standards. Determination of subdivision standards shall be at the sole discretion of the Committee and/or Association provided that such standards must be adopted and published by the Committee and/or Association.

- 4.14 All homes on all lots within the subdivisions must be maintained such that the exterior of the construction provides for a consistent and harmonious appearance throughout the subdivision. The exterior of all homes and lots shall be maintained in accordance with the provisions of these deed restrictions. If after written notice, provided by the Committee or Association, of failure to maintain subdivision standards for exterior construction or maintenance an Owner does not take remedial action to conform the status of their exterior the Committee or Association may take such remedial action billable to the offending Owner and may thereafter place a lien on the property to ensure payment thereof. By virtue of these Restrictions all Owners hereby agree to indemnify, defend and hold harmless the Committee and Association for any damages arising from the exercise of this authority to take remedial action for exterior improvements not in keeping with subdivision standards. Determination of subdivision standards shall be at the sole discretion of the Committee and/or Association provided that such standards must be adopted and published by the Committee and/or Association.
- 4.15 No burglar bars on any window and/or door shall be allowed at any time.
- 4.16 For any proposed rental or lease of any lot or portion thereof, including without limitation any structure thereon for dwelling or storage purposes, a plan for the maintenance of the Lot including the yard and all landscaping as well as a copy of the proposed rental or lease agreement along with a credit report and background check of the proposed tenants must be submitted to the Committee. Upon submission of a proposed rental or lease plan the Owner so submitting must contemporaneously pay the Association a non-refundable review fee in the amount of Fifteen Hundred Dollars and no/100 dollars (\$1,500.00). This fee will be used for legal review of the lease and other associated cost. Should the Owner make good showing of a hardship justification such as job relocation, change in residence due to infirmity, inability to sell for fair market value, or other such reason the Committee shall have the authority in its sole discretion to waive all or part of the review fee. Any rental or lease of any lot or portion thereof, including without limitation any structure thereon for dwelling or storage purposes may only be made after review and approval of the plan contemplated by this paragraph. All rental or lease agreements must contain at a minimum the following provisions: that the tenant agrees to comply with and be subject to all Restrictions as if they were the Owner of the Lot including without limitation all use restrictions and assessments imposed by this Act of Restrictions and/or the Association and that the Owner and tenant agree to submit to the authority of the Association, and further waive any objection to jurisdiction and venue and

agree to the authority and jurisdiction of the District Court located in East Baton Rouge Parish, Louisiana and shall be jointly and severally liable to the Association for any assessments or other amounts due in accordance with these Restrictions or any violation thereof.

- 4.17 Installation of Solar Collectors and/or Solar Panels: Solar Collectors and/or Solar Panels shall not be installed on the front elevation of any property. Plans for new Solar Improvements shall be submitted to and approved by the Committee. In accordance with the Purpose of these Restrictions as stated in Article 1 in its entirety, and specifically to further the planned development maintaining the erection of attractive homes and the prevention of haphazard and inharmonious improvements, the installation of solar collectors as defined in La. R.S. 9:1255 or solar panels of any type whatsoever shall be strictly prohibited on any Lot in the subdivision unless the following conditions are satisfied: 1) a plan is submitted to the Committee in accordance with the procedures of Article 3 and such installation plan is approved by the Committee in accordance with the procedure laid out within these Restrictions for the approval of any improvement, AND 2) the installation of solar collectors or solar panels is not made on the front elevation of the property such that the general consistent and harmonious appearance of the subdivision is impacted. Any installation which does not satisfy both conditions set forth herein shall be considered a violation of these deed restrictions and predial servitudes and the Committee or Association shall have the authority to enforce these Restrictions to the fullest extent allowed by law requiring the removal of any such installations at the Owner's expense with all costs of enforcement including reasonable attorney fees expended for enforcement to be borne by the Owner of the Lot against whom the enforcement is brought whether or not said enforcement is ultimately successful. It is specifically stated and acknowledged that any right to install solar collectors conferred by La. R.S. 9:1255 is herein subjugated to these Restrictions and that the provisions of said statute by operation of its own language shall not supersede the provisions of this Amendment, servitudes as provided by Civil Code Article 697 et seq., or building restrictions as provided by Civil Code Article 775 et seq.
- 4.18 Individual Lot Owners shall be responsible for the repair and/or replacement of sidewalks across the front or side elevations of their respective Lot.
- 4.19 Enforcement of any restrictions contained within this Article 4 may be made through any available remedy at law, including without limitation by seeking injunctive relief, by any member of the Association, the Association itself or by the Committee. Upon institution of legal proceedings to enforce these restrictions each lot owner adjudicated in violation of said restrictions shall be responsible for all costs, fees, expenses and reasonable attorneys fees incurred by the enforcing party
- 4.20 Overnight parking on the street is strictly prohibited unless such parking is for a limited period not to continue for more than two consecutive days or for any two days in a seven day period. Variance of this Restriction may be sought from the Committee upon demonstration that overnight street parking is necessary and temporary in duration although expected to exceed two consecutive days or for any two days in a seven day period.

5 HOMEOWNERS ASSOCIATION OPERATION, MEMBERSHIP AND COVENANTS FOR MAINTENANCE OF ASSOCIATION AND AUTHORITY FOR FINES

- 5.1 All lot owners in the 1st, 2nd, 3rd, 4th and 5th Filings are hereby made mandatory members of the Carrington Place Homeowners Association, Inc., (“Association”) and by the purchase of a lot in Carrington Place Subdivision shall be obligated to pay all assessments and dues as levied by the Carrington Place Homeowners Association, Inc., said obligation being the personal obligation of the owner(s) of the lot. Further, all lot owners are bound by these restrictions, the Articles of Incorporation, by-laws, and Rules and Regulations of said Association.
- 5.2 The Carrington Place Homeowners Association, Inc., shall have the right, by a majority vote of its Board of Directors, to levy, collect with full lien rights and legal proceedings for which each delinquent lot owner shall be responsible for all cost, collection, recordation and reasonable attorney’s fees incurred, an annual assessment set herein at \$[] per year.
- 5.3 The Association shall set the due date of the annual assessment, thirty days after which, in default of payment, an initial late fee of \$50.00 shall be assessed, and a lien thereafter may be filed for all past due amounts, which shall bear interest at the rate of ten (10%) percent per annum, late fees, and all costs of collection including recordation and attorney fees incurred with full lien rights granted for all delinquent dues, assessments (whether annual or special) and costs as may be incurred.
- 5.4 The Association shall determine on an annual basis with a budget submitted to the general membership at the annual meeting such proposed amount it determines necessary in order to provide for the needs of the subdivision, including without limitation for maintenance of all common areas, landscaping, lighting, street signs, and security.
- 5.5 The Association by majority vote of the Board of Directors may establish and enforce collection of reasonable fines for violation of provisions of these Restrictions. Such fines for violation of Restrictions must be published by the Association on an annual basis. Any collection or enforcement shall be chargeable as against the violator for all costs, expenses and fees including reasonable attorney fees.
- 5.6 Any member of the Association who is not current in payment of assessments, fines or other obligations to the Association shall forfeit the right to vote on any Association matter and/or hold a seat on the Board of Directors until such time as all amounts owed the Association are paid.
- 5.7 The Association shall meet annually to elect the Board of Directors and all Association governance issues shall be determined in accordance with the Articles of Incorporation and bylaws of the Association as may be amended from time to time by the Board of Directors. Such governance matters as described by this paragraph may include but are not limited to rules governing quorum requirements for all meetings, meeting times and dates, number of members of Board of Directors, and terms of Directors and offices.

6 MISCELLANEOUS

- 6.1 In the event of a continuing violation of these restrictions, if after sending of written notice sent by certified mail to the address on file with the Secretary of the Association to anyone deemed in violation of these Restrictions and covenants, the party duly authorized by these Restrictions to bring an action for declaratory judgment, injunction or other action against a person or Owner adjudged to be in violation of these Restrictions,

including being in default in payment of any monetary obligations set forth, shall be entitled to recover from the violator or Owner, reasonable attorney fees fixed and awarded by a Court, together with all cost incurred in collection of monetary obligations, and in bringing any action in enforcing these Restrictions.

- 6.2 Invalidation of any one of these Restrictions or covenants, or any part thereof, by judgment or court order, or as herein provided shall in no way affect any other provision herein contained, which other provisions shall remain in full force and effect. Should any issues arise in regard to the interpretation of any provision herein a declaratory judgment as may be sought by any court of competent jurisdiction to interpret said provision, term or clause that will allow the maximum enforcement of the intent of any provisions term or clause as expressed herein as allowed by law in furtherance of the Purpose set forth in these Restrictions in preserving and maintaining the general plan of a single-family, owner-occupied, residential development as set forth.-
- 6.3 These Restrictions may be amended at any time upon the written consent of a majority of the Owners in interest of the lots in the subdivision.
- 6.4 All issues related to the subdivision not specifically addressed by these Restrictions shall be controlled by the applicable statutes of the state of Louisiana. For clarity of intention, for issues where these Restrictions speak they are to control even if in conflict with prior restrictive covenants or state statutes.

THUS DONE AND SIGNED, on this _____ day of _____, 2016 at _____, Louisiana.

WITNESSES:

CARRINGTON PLACE

By:

Notary Public:

Bar Roll No.: