

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
LEMANS VILLAGE TOWNHOMES

BE IT KNOWN, THAT ON THIS 25th DAY OF September, 1979, before me, George L. Gibbs, Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

DONALD C. OSTER AND ASSOCIATES, INC., a corporation organized and existing under the laws of the State of Louisiana, and domiciled therein, herein represented by its undersigned duly authorized officer who declared that it is the owner of the following described property, to-wit:

FIFTY-THREE CERTAIN LOTS OR PARCELS OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages, thereto belonging or in any-wise appertaining, situated in the City of Kenner, Parish of Jefferson, State of Louisiana, in that part thereof known as Chateau Estates North, Section 2, Square 11, said lots being a re-subdivision of Lots B-2 and B-3, Square 11, Chateau Estates North, Section 2, Square 11, in accord with a survey by Sterling Mandie, Land Surveyor, dated June 20, 1979, approved by the City of Kenner under ordinance number 2590, adopted September 10, 1979, registered in COB 966, Folio 493, Jefferson Parish, Louisiana, and according to said survey said lots are designated as Lots Numbered 1 through 53. Square 11 is bounded by St. Julien Drive, Macon Drive, Sunset Boulevard and Chateau Boulevard.

Further, Declarant hereby states that the property described above shall be held, sold and conveyed subject to the following covenants, servitudes, conditions, restrictions, uses, and obligations, all of which are declared and agreed to be for the protection of the value of the property and for the benefit of any person having any right, title or interest in the described property, and which shall be deemed to run with the land, and shall be a burden and benefit to any persons acquiring such interests, their grantees, successors, heirs, legal representatives and assigns.

## ARTICLE I

### DEFINITIONS

1. "Association" shall mean and refer to LEMANS VILLAGE HOMEOWNERS' ASSOCIATION, INC.

2. "Board of Directors " or "Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the By-Laws of the Association or appointed by Declarant as therein provided.

3. "By-Laws" shall mean the By-Laws adopted by the Association as amended from time to time.

4. "Common Area" shall mean Lot 53, together with all facilities and improvements placed thereon, and any and all interests which the Association may acquire in adjacent lands, any servitudes granted to the Association and the Owners and, in general, all improvements and installations existing for common use, including Parking Areas and all other parts of the Properties necessary or convenient to its existence, maintenance and safety, but not including Lots I through 52 inclusive or herein described.

5. "Common Area Expenses" shall mean the Owners' pro rata (1/52 interest) share of the general common expenses including, but not limited to, the Common Area maintenance, repairs, utilities, management costs, maintenance assessments and all other charges which the Association may levy upon the Owners in accordance with this Declaration.

6. "Declarant or "Apparer" shall mean Donald C. Oster and Associates, Inc.

7. "Declaration" shall mean this document of Declaration of Covenants, Conditions and Restrictions of Lemans Village Townhomes, as may be amended from time to time.

8. "Lot" shall mean and refer to any lot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, more specifically Lots I through 52 inclusive.

9. "Manager" shall mean any duly authorized property manager or managerial company employed or appointed by the Association to implement the duties and responsibilities incumbent upon the Association.

10. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any Lots I through 52 inclusive together with improvements thereon, excluding having an interest under an encumbrance.

11. "Parking Area" shall mean that covered or uncovered space of the Common Area assigned to each Townhouse for the purpose of parking vehicles.

12. "Party Wall" shall mean every wall, including the foundations thereof, which is built as a part of the original construction of a building and placed on the boundary line between separate Townhouses in a building.

13. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

14. "Properties" shall mean and refer to Lots 1 through 53 inclusive and all improvements thereon and thereto which constitute or shall constitute the entire project herein created, known as Lemans Village Townhomes.

15. "Rules" shall mean the Rules and Regulations adopted by the Association as amended time to time.

16. "Townhouse" shall mean and refer to the single family residence constructed or to be constructed on each residential lot (Lots 1 through 52) and any replacement thereof, along with the real property underlying the name as described in the title of such Townhouse.

17. "Townhouse Exterior" shall mean and refer to the roof, foundation, steps, footings, crawl space and outer surface of exterior walls of the Townhouse, including, without limitation, those portions which serve more than one Townhouse.

## ARTICLE II

### SCOPE OF DECLARATION AND RIGHTS RESERVED BY DECLARANT

#### 1. PROPERTY SUBJECT TO DECLARATION .

Declarant, as the owner of the Properties, expressly intends to and, by recording this Declaration, does hereby subject the Properties to the provisions of this Declaration. Declarant shall have the right to subject additional property to the provisions of this Declaration as provided in Section 4 of this Article II. Nothing in this Declaration shall be construed to obligate Declarant to subject to this Declaration as Properties any portion of the development area other than those portions described herein and presently subject to these Declarations.

#### 2. CONVEYANCES SUBJECT TO DECLARATION.

All servitudes, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in the Properties, and their respective heirs, successors, representatives or assigns. Reference in any act of conveyance, lease, mortgage, or other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the servitudes, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

3. OWNER'S RIGHT SUBJECT TO THE PROVISIONS OF THIS DECLARATION.

Each Owner shall own his lot and improvements thereon for the use as such Owner's primary single family residence, and shall have full and complete dominion thereof subject to the provisions of this Declaration.

4. DECLARANT'S RESERVED RIGHTS.

Declarant hereby retains the right and power to bring additional property or properties from time to time within the aforesaid Properties established by this Declaration, in accordance with the provisions of Article XIII.

ARTICLE III

PROPERTY RIGHTS

1. OWNER'S SERVITUDES OF ENJOYMENT.

Every Owner and the immediate family shall have a non-exclusive right and servitude of enjoyment in and to the Common Area, (Lot 53), which shall be appurtenant to and shall pass with the title to the Lot of such Owner, subject to the following rights:

- (a) The Association shall have a non-exclusive right and servitude to make such use of Property as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration. The Association, in its sole discretion, may from time to time grant servitudes and rights of way on, across, under and over the Common Area to any district or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the properties or any part made an addition thereto.
- (b) The right of the Association to make such reasonable Rules regarding the use of the Common Area and facilities located thereon by members and other persons entitled to such use, including but not limited to the following:
  - (1) To limit the number of guests of Owners permitted to use the recreational facilities.
  - (2) To fix reasonable admission or other fees for the use of any recreational facility by the guests of any Owner, which fees only may be charged for actual use of the facilities.
  - (3) To suspend the voting rights and the right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the Rules.

- (c) The exclusive right of the Owner to use the Parking Areas as provided in this Declaration and any Rules promulgated hereunder together with the right of ingress and egress in and upon said Parking Areas.
- (d) The rights reserved in this Declaration to the Declarant, Owners, other persons and the Association.

## 2. RIGHT OF ACCESS

Every Owner shall have non-exclusive servitude in, on and through the Common Area for access to said Owner's Townhouse or Parking Area, provided that access by vehicle shall be only over drives and streets provided for that purpose.

## 3. DELEGATION OF USE

Any Owner may delegate his right of enjoyment of the Common Area to the members of his family, to his tenants or to contract purchasers who may reside in the Townhouse. All such persons shall be subject to the Rules concerning such use. Any Owner not residing in his Townhouse may not use the recreational facilities except as may be provided otherwise by the Rules.

## 4. LEASE OF TOWNHOUSE

Any Owner shall have the right to lease his Townhouse 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 the Rules. Any failure of the lessee to comply within the terms of this Declaration or said Rules shall be a default under the lease enforceable by the Association; provided further that only an entire Townhouse may be leased, not any portion thereof, and only to a single family at any one time for residential use. The lease of a Townhouse shall also include the lease of the parking space assigned to that particular Townhouse. The term of any lease shall be a minimum of six (6) months.

## 5. PARKING AREAS

At the closing of the sale of each of Lots 1 through 52 by Declarant to the first purchaser of such lot, the Declarant shall assign to the Owner the exclusive right to use, occupy and enjoy at least one Parking Area. The Declarant may assign additional Parking Areas to Townhouses at any time prior to termination of Declarant's rights under Article VII, and may charge a fee for the assignment of any such additional Parking Areas. The Association shall keep a permanent record of the Parking Areas which are assigned to each Townhouse, and any unassigned parking Areas remaining after termination of Declarant's rights may be leased or otherwise assigned as the Board from time to time determines and any proceeds therefrom shall be used to pay the Common Area Expenses.

## ARTICLE IV

### SERVITUDES

#### 1. ACCESS

Each Owner shall have a non-exclusive servitude in, on and through the Common Area for access to said Owner's Townhouse, or Parking Area, provided that access by vehicle shall be only over drives and streets provided for that purpose.

#### 2. BLANKET SERVITUDES

There is hereby created a blanket servitude upon, across, over and under all of the Common area (Lot 53) for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this servitude, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment on said Common Area and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roof and exterior walls of the buildings upon the Common Area. A servitude is further granted to all police, fire protection, ambulance and all similar persons to enter upon streets and Common Area in performance of their duties. Further, a servitude is hereby granted to the Association to enter in, onto, across or over the Common area, and any lot and Townhouse to perform the duties of maintenance and repair to the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Area except as approved by Declarant or the Association. Should any utility furnishing a service covered by the general servitude herein provided request a specific servitude, Declarant or the Association shall have the right to grant the same by a separate recorded instrument. Declarant or the Association shall have the right to grant such servitudes on said Common Area without conflicting with the terms hereof or without consent of the Owners being required. The servitudes provided for in this Article shall in no way affect or restrict any other recorded servitude to said Common Area. Each of Lots 1 through 52 inclusive is further granted and burdened with the servitude for placement of sewer, water, electrical and telephone utility services to and through each of the remaining Lots 1 through 52.

#### 3. SERVITUDES AND ENCROACHMENTS

If any part of the Common Area or improvements thereon encroach or shall hereafter encroach upon Lots 1 through 52 inclusive, a servitude for such encroachment and for the maintenance of the same shall and does exist. If any part of a Townhouse unintentionally encroaches or shall hereafter (whether because of reconstruction, settling, shifting or otherwise) encroach upon the Common Area, or upon another lot, the Owner of that lot shall and does have a perpetual servitude for such encroachment and for the maintenance of the same.

#### 4. SERVITUDES DEEMED APPURTENANT

The services and rights herein created for an Owner shall be appurtenant to the lot and improvements of that Owner, and all conveyances of and other instruments affecting title to a lot shall be deemed to grant and reserve the servitudes and rights as are provided for herein, as though set forth in said document in full, even though no specific reference to such servitudes or restrictions appear in any such conveyance.

### ARTICLE V

#### USE AND OTHER RESTRICTIONS

##### 1. USE

All of the properties shall be used for residential purposes; services, activities and recreational facilities in conjunction with said residential use, and the maintenance and administration of the aforementioned. All buildings or structures erected upon said Properties shall be of new construction and no buildings or structures shall be moved from other locations onto the Properties. No structures of a temporary character, trailer, tent, shack, garage, barn or other out-buildings shall be placed on any portion of said Properties.

##### 2. TEMPORARY USE BY DECLARANT

Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Declarant to maintain upon Common Area during the period of construction or sale, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhouses, including, but not limited to a business office, storage area, construction yards and structures, signs, model Townhouses and sales offices.

##### 3. PROHIBITIONS

All use and occupancy of the Common Area shall be subject to and governed by the Rules adopted by the Association. No damage or waste shall be committed to any Townhouse or to the Common area. No Owner shall change or alter any of the Common Area or any Townhouse Exterior without the prior written consent of the Association. Nothing shall be done in, on or to any part of the Properties which would impair the structural integrity of any improvement located on the Properties.

#### 4. NO IMPERILING OF INSURANCE

Nothing shall be done on or within the Properties which might result in an increase of the insurance premiums obtained for any portion of the Properties or which might cause cancellation of such insurance, except with the prior written consent of the Board.

#### 5. NO VIOLATION OF LAW

Nothing shall be done or kept in or on any portion of the Properties which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.

#### 6. NUISANCES

No noxious or offensive activities shall be carried on upon the Common Area, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No activity shall be conducted on a part of the Properties which is or might be unsafe or hazardous to any person or persons. No part of the Common Area or Parking Area any be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall be disposed of in a sanitary manner. All containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean and sanitary condition. Trash disposal shall be made in such a manner as may be established by the Association and the burning of trash in outside incinerators, barbeque pits, or the like, is strictly prohibited.

#### 7. SIGNS

No signs or advertising devices of any nature shall be erected or maintained on any part of the Properties, provided, however, the foregoing shall not apply to any business activities, signs and billboards, or to the construction or maintenance of buildings, if any, of Declarant while any portion of the Properties remains unsold. The Association may erect billboards, signs only for identification purposes in accordance with the applicable State and moral laws and codes. One for sale or for rent shall be permitted per unit. Signs shall be of normal size and affixed to stakes or posts and not to the building.

#### 8. PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to the Rules and any governmental ordinances or laws. Dogs shall be leashed at all times when outside a townhouse and the pet's owner shall confine his dogs for excretion to such areas as may be designated by the Association. Pets constituting a nuisance may be ordered by the Board to be kept within the Townhouse of the Owner or ordered expelled from the Properties.



## 9. UNSIGHTLY USES

Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the common Area, or the Townhouse Exterior. The Association shall have the right to enter upon said Common Area or Townhouse Exteriors and remove such refuse piles or other unsightly objects or materials at the expense of the Owner, and such entry upon due notice to Owner and failure of Owner to comply with this Section, shall not be deemed a trespass.

## 10. MINERAL EXPLORATION

No portion of the Properties, including without limitation any area within a Townhouse, shall be used to explore for or to remove any water, soil, hydrocarbons, or any other materials of any sort.

## 11. TREES AND SHRUBS

The removal of trees, shrubs, and other improvements from the Common Area shall be prohibited without the express written approval of the Board. No person shall permit water to be introduced or placed into or on the soil anywhere within the Properties without the express approval of the Board.

## 12. PARKING AREAS

A Parking Area shall not be used for other than parking one automobile except as otherwise specified by the Board. No commercial type of vehicle and no recreational vehicles shall be stored or parked on the Common Area, including Parking Areas except in an area designated by the Association, nor shall they be parked on any residential street except while engaged in transport of or from a building. A Recreational Vehicle shall include for purposes of these Declarations, boats, boat trailers, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers or trailers of any type. All unused automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Common Area. All commercial and recreational vehicles shall be parked only in designated and assigned areas and not upon any residential street or alley. Boats and trailers shall not be stored in any owner's private carport or other property which is in any manner open and visible to neighboring owners or to the Street. "Unused vehicles" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A written notice describing the "unused vehicle" and requesting removal thereof may be personally served upon the owner and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the owner. If such owner shall be a member of the Association, the cost thereof shall be added to his next assessment due.

### 13. MECHANIC'S LIENS

No labor performed or materials furnished with the consent or at the request of an Owner, his agent, contractor, or subcontractor in connection with any Townhouse or any other improvement thereon shall create any right to file a mechanic's lien against any other townhouse or improvements thereon of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common area. Each Owner shall indemnify, defend and hold harmless the Association and each of the other Owners from and against liability arising from the claim of any lien against the Townhouses, improvements, or any part thereof for labor performed or for materials furnished at the request of the contracting Owner. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the contracting Owner the amount necessary to discharge any such lien and all costs incidental thereto including attorney's fees and expenses. Said expenses may be added to the regular assessments of the Owner by the Association.

### 14. RULES

Every Owner, his guests, members of his family, servants, employees, invitees, lessees and licensees shall strictly adhere to the Rules.

## ARTICLE VI

### PARTY WALLS

#### 1. PARTY WALL

The term "Party Wall" as used herein shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support or fire wall protection between each adjoining Townhouse, intended to be situated in the boundary line between the adjoining Townhouses. The Owner shall own the portion of the Party Wall lying within his lot. Each Owner having a Party Wall shall hereby be granted a mutual reciprocal servitude for repair or replacement of said Party Wall. No owner shall commit or omit any act, the result of which is an infringement of the adjoining Townhouse Owner's rights in the Party Wall absent written agreement between such Owners. In the event that any portion of any structure, originally constructed by the Declarant, including any Party Wall shall not protrude over an adjoining Townhouse such structure shall not be deemed to be encroachment upon the adjoining Townhouse. No Owner shall either maintain any action for the removal of a Party Wall or projection or any action for damage because of such protrusion. In the event there is such a protrusion, it shall be deemed that said Owner has granted perpetual servitudes to the adjoining Owner for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Wall if the same are constructed substantially in

conformity with the original Party Wall constructed by the Declarant.

## 2. DESTRUCTION

If a Party Wall is destroyed or damaged by fire or other casualty, the Owners of Townhouses abutting such Party Wall shall jointly restore it substantially to its original form, and they shall contribute equally to the cost of restoration therefore without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rules of law regarding liability for negligent or willful acts or omissions. Destruction or damage to any Party Wall shall not cause the termination of any rights of any of the adjoining Owners thereto, and such Owners shall retain those rights herein set forth concerning any reconstruction or replacement of a Party Wall. Owners of Townhouses abutting such a Party Wall are obligated hereby to restore it in its substantially original condition. Notwithstanding any other provisions of this paragraph, an Owner, who by his negligent or willful act causes the Party Wall to be damaged, shall bear the whole cost of repairing such damage. The Owner causing such damage shall diligently prosecute all such repairs and reconstruction and if such Owner shall fail to do so, then any other Owner of a Townhouse abutting such Party Wall may do so at the sole cost and expense of the Owner causing such damage. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

## ARTICLE VII

### THE ASSOCIATION

#### 1. DUTIES AND RESPONSIBILITIES OF THE LEMANS TOWNHOUSES, INC.

Declarant has caused to be incorporated as a non-profit corporation, LEMANS VILLAGE HOMEOWNERS' ASSOCIATION, INC., and has further transferred sold and conveyed to said Association the Common area (Lot 53); said Association is to be the owner and manager of said Common Area. Any purchaser of any of Lots 1 through 52 inclusive shall be deemed to have assented to such designation and management, and ratified and approved the same. Said Association, by its signature approving this Declaration, has agreed to perform the duties required of it hereunder. Said Association and the Board thereof shall have the following duties, rights and powers:

- (a) To adopt Rules in accordance with the By-laws of the Association for the regulation and operation of the Properties, including but not limited to regulations governing the use of the Common Area.
- (b) To levy and collect monthly or periodic assessments against and from Owners; to collect such other assessments as are herein authorized.
- (c) From funds collected, to provide for maintenance, management, insurance and such

other expenses as are enumerated in these Declarations.

- (a) To lease, acquire and sell real or personal property in pursuance of its obligations.
- (b) To enter into and upon the Townhouses when necessary with as little inconvenience as possible to the occupants concerned in connection with the duties outlined in these Declarations.
- (f) To enjoin or seek damages from the Owners for violation of the covenants or for violation of the Rules.
- (g) To employ workmen, maids, janitors, gardeners, and others; to contract for services to be performed, including those of a Manager or Management Company; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of an apartment house or property manager in connection with the matters hereinbefore set forth, except that the Association may not encumber or dispose of the title of any Owner except to satisfy a lien, award or judgement against such Owner for violation of the Owner's covenants imposed by this Declaration. The Association shall not enter into any contract for the furnishing of services (other than management services, utility or laundry services), material or supplies, the terms of which is in excess of one year; and further provided that any contract entered into (excluding those for management services, utilities and laundry services) by the Association shall be terminable by the Association for cause upon thirty (30) days written notice.
- (h) To protect and defend the Common Area (Lot 53) from loss and damage by suit or otherwise.
- (l) To employ counsel, attorneys, and auditors in connection with legal matters of the Association and audit of its books and records, which audit shall be available to Owners for inspection at the Association office.
- (i) To deposit funds in the hands of the Board which are not necessary for immediate disbursements in savings accounts of banks or Savings and Loan Associations earning the standard rate of interest and insured by FDIC.
- (k) To file legal protests, formal or informal, with authorities against the granting by authorities of zoning ordinances or variances as to any property adjoining or within a reasonable proximity of the Properties which might affect or depreciate the value of any Owner's interest in the Properties.

## 1. THE BOARD OF DIRECTORS

The Board of Directors of the Association shall consist of not less than three individuals, each of whom shall be a voting member, and said Board shall be elected at each annual meeting of the Members of the Association as provided in the By-Laws.

## 2. MEMBERSHIP

Membership in the Association shall consist of the following:

- (a) Any person acquiring an ownership interest in Lots 1 through 52 inclusive, other than as a mortgagee or as a lien claimant, shall automatically become a member of the Association except that only one membership shall be allowed per Townhouse. Where lots are owned by more than one Owner, such Owners shall, by a written instrument, designate one of such Owners to be the sole voting member. Upon the sale or transfer of a lot by an Owner, that person's membership shall terminate. Such interest shall be the sole qualification for membership.
- (b) The members of the Board of Directors of Declarant or its successors or assigns, as they now or hereinafter may be in office; such membership shall terminate when the right of the members of such Board to vote shall no longer be in effect.

## 3. VOTING

Members shall be entitled to one vote for each Townhouse owned. However, the exclusive right to vote for the election of members of the Board of Directors or upon any Association matter shall be vested in the Board of Directors of Declarant or its successors or assigns until:

- (a) The total votes outstanding in the Owners equal 30% of the total votes outstanding, or
- (b) Two (2) years from the date of filing of these Declarations, whichever occurs first.

Following any vote by the members or the Board of Directors of the Association, appearer shall be entitled to a right of veto over said vote. This right of veto must be exercised in writing by appearer within ten (10) days of receipt of written notice by said appearer of action by said members or Board. If no action is taken by appearer within ten (10) days of receipt of said notice, the vote or action taken by the members or the Board shall automatically become effective retroactive to the date of said vote. All written notices required as defined hereinabove shall be made by certified mail and shall be effective on date of receipt. This right of veto in favor of appearer shall automatically expire on the date of sale of the last unit.

#### 4. INDEMNIFICATION

The Manager, employees of the Association, and each director and officer of the Association, shall be indemnified by the Association against all expenses and liabilities, including attorney 's fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party or in which they may become involved, by reason of being or having acted as such upon behalf of the Association, provided that this indemnification shall not apply if said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided further that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

#### 5. LIMITATION UPON LIABILITY OF ASSOCIATION

Notwithstanding the duty of the Association to maintain and repair parts of the Properties, the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by any latent condition of the Properties to be maintained and repaired by the Association or by the conduct of other Owners or persons or by casualties for which insurance pursuant to these Declarations is not required, or for which insurance is not provided by the Association.

### ARTICLE VIII

#### ASSESSMENTS

##### 1. ASSESSMENTS

Each Owner, upon transfer of title, agrees to pay the Association (1) assessments or charges, and (2) special assessments to be fixed, established and collected from time to time as herein provided. Such assessments, together with interest and the cost of collection in the event of delinquency in payment as allowed in Article VIII, Section 6, also shall be the personal obligation of the person who was the Owner, or of the persons jointly and severally who were the Owners at the time when assessment was made. Payment of the assessments made shall be paid by the Owners to the Association as of the date of closing the original purchase of an Owner's lot and prorated if upon a date other than the due date of an assessment, and thereafter in monthly or other periodic installments commencing on the first day of each month or period following the transfer of the Townhouse to purchaser.

## 2. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the management and maintenance of the Common Area, for the performance of the duties and obligations incurred by the Association pursuant to these Declarations, including but not limited to the services and facilities related to the use and enjoyment of the Common Area and improvements thereon, for insurance, repairs, replacements, the maintenance and repair of onsite underground utilities, walkway and other facilities, including but not limited to mowing grass, caring for the grounds, landscaping, garbage pickup and water and sewer service furnished, providing recreational programs and the operation and maintenance of recreational facilities, including personnel necessary for implementation, administration expenses, working capital, rental and acquisition of real or personal property, and in connection with other duties to be performed under these Declarations, or that the Association, in its opinion, shall determine to be necessary and desirable including the establishments and maintenance of a cash reserve for such repairs, maintenance and other expenses to be incurred as herein specified. In the event repairs are required resulting from negligent acts of the Owner, the Owner's family, guests, employees, invitees, or lessees, the Association shall be reimbursed forthwith by such Owner therefor.

## 3. BASIS OF ASSESSMENTS.

- (a) Common area Expense. Each owner shall pay a proportionate 1/52 share of the expense of maintenance, repair, replacement, administration and operation of the Common Area, including recreational facilities and for water and sewer service to individual Townhouses, unless paid water service is separately metered to each townhouse and then the Townhouse owner shall be responsible for payment of his own water and sewer charges. A separate fee may be levied by the Association for participants in a special program, for supplies for specialized classes, or for special tours, functions, or other activities all of which activities are to be voluntary only. Such separate fee is not to be considered as a Common Area Expense.
- (b) Individual Assessments. The Association shall have the right to add to any Owner's assessment as provided in this Article those amounts expended by the Association for the benefit of any individual townhouse and the Owner or Owners thereof including, but not limited to townhouse insurance as provided in Article X, Section 3; repairs and replacements caused by the negligent or willful acts of any Owner, his family, guests, employees, licensees, lessees, or invitees, and all other expenditures provided for by this Declaration or the By-Laws.

- (c) Levy of Assessments. The board shall, during the first month of each calendar year, determine the estimated annual assessment to be made to each Owner and payable periodically during the year; provided, however, that said assessments may be adjusted if deemed necessary by the Association but no more than twice in any one year. As soon as practicable after the close of each calendar year, actual expenses shall be totaled and any overages or shortages or actual expenses and assessments made shall then be charged or refunded to the Owner.
- (d) Non-Exemption. No Owner shall be exempt or relieved from payment of any assessment or charge by waiver or suspension of the use of any of the Common Area or by the abandonment or leaving of a Townhouse.
- (e) Declarant shall be exempt for the portion of the Common Area expenses allowable to Lots and Townhouses remaining unsold until September 1, 1981, if at such time any lots are in fact, unsold.

#### 4. SPECIAL ASSESSMENTS

In addition to the assessments authorized above for the maintenance and repairs, the Board may levy special assessments for the purpose of defraying in whole or part the cost of any construction or reconstruction, unexpected structural repairs or replacement or capital improvements, including the necessary fixtures and personal property related thereto. If any such assessment exceeds \$5,000.00 the same shall have assent of not less than a majority of the Owners voting in person or by proxy at a meeting duly called for such purpose or at the annual meeting at which time not less than twenty-five (25%) percent of the Ownership shall be represented in person or by proxy. Written notice shall be sent to all owners of record not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting setting for the purpose of the meeting.

#### 5. INITIAL CAPITAL CONTRIBUTION

The Association shall levy and collect from each Owner at the closing when the Owner purchases or acquires a Townhouse, the sum equal to six (6) times the original estimated monthly Common Area Expenses apportioned to his Townhouse. Said sum may be used by the Association as working capital, to apply against a delinquent account of an Owner, or emergency needs, and shall be refunded to the Owner (except as herein provided) upon the sale or transfer of his Townhouse less any amount then due by said Owner to the Association. Such amount may be transferred to a new Owner upon settlement sheet adjustment between a seller and purchaser. Deficiency amounts in any Owner's account shall be promptly restored upon request by the Board to maintain an amount equal to six (6) times the original estimated monthly Common Area expense for such Townhouse.



## 6. NON-PAYMENT OF ASSESSMENTS

- (a) Assessments and fees shall be due and payable on the first day of each month or the first day of a period fixed for payment of the assessment or fees, and shall become delinquent unless paid ten (10) days thereafter. All unpaid assessments and fees shall be subject to a late charge of \$25.00 for non-payment as may be determined from time to time by the Board. If such fees or assessments are not paid within thirty (30) days after the due date they shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum or other reasonable rate fixed by the Board and uniformly applied. In the event it shall become necessary for the Board to collect any delinquent assessments or fees, whether by filing of a lien hereinafter created or otherwise, the delinquent Owner shall pay in addition to the assessment and late charge and interest herein provided, all costs of collection, including a reasonable attorney's fee and costs incurred by the Board in enforcing payment.
- (b) The Association is hereby granted the right to enforce collection of these monthly or periodic assessments by any legal means including the causing of a lien to be filed against the property involved. Said lien is to be duly executed and recorded in accordance with the laws of the State of Louisiana. Such lien shall be subject and subordinate to and shall not affect the right of a holder of any prior recorded mortgage, lien or privilege on the lot against which lien is filed.
- (c) In the event an Owner is in default on any obligation secured by an encumbrance on his Townhouse, the Board may, at its option, pay the amount due on said obligation and file a lien against the Townhouse in the manner as provided for herein for unpaid assessments or fees.
- (d) Sale or transfer of any interest by an Owner shall not affect or release any lien granted the Association herein.
- (e) In the case of the conveyance of a Townhouse pursuant to foreclosure proceedings or by deed in lieu of foreclosure, such transfer of title shall extinguish the lien for all unpaid assessments made by the Association becoming due before the date of transfer of title or date of first possession, whichever comes first. The amount remaining unpaid with respect to which the lien is extinguished shall be deemed to be a Common Area Expense collectible from all the Owners as such, without prejudice to the right of the Association to recover such amount from the Transferor Owner.

## 7. SUBORDINATION OF THE LIEN TO ENCUMBRANCES

The lien provided herein shall be subordinate to any prior recorded lien or mortgage now or placed hereinafter placed on the interest of the Owner.

### ARTICLE IX

#### MAINTENANCE

##### 1. MAINTENANCE OF COMMON AREAS.

The Association shall provide for the care, operation, management and repair of the Common Area. Without limiting the generality of the foregoing and by way of illustration, said obligations shall include the keeping of the Common Area in good, clean, attractive and sanitary order and repair; arranging to be furnished to the Common Area and each of the Townhouses, water, sewer, electric, gas and all other necessary utility services (Townhouses may be separately metered for any or all of such services, in which event the obligation to pay for such service shall be that of the individual Owners with respect to their Townhouses); maintaining, renewing and replacing all or any portion of the landscaping; providing for trash and rubbish collection; keeping the Properties safe, attractive and desirable; and making necessary or desirable alterations, additions, betterments or improvements to or on the Common Area. Nothing herein shall be construed as a waiver of any right by the Association to recover for any damage or expense incurred as the result of the willful or negligent action or omission of any person.

##### 2. MAINTENANCE OF TOWNHOUSES

Except as otherwise provided in the Article, each Owner shall be responsible for the maintenance, repair and replacement of his Townhouse and Townhouse exterior, except that it shall be the duty of the Association to repaint or restrain the exterior surfaces in order to maintain a uniform exterior appearance to the Lemans Village Townhomes Development. The Association shall have the right, but not the duty, upon reasonable determination of the necessity therefor and reasonable notice to the Owners affected thereby, to provide for the maintenance, repair and replacement of the Townhouse Exteriors including, but not limited to, the following:

- (a) Maintenance, repair and replacement of the roof, outer surface or exterior walls, foundations, steps, footings, walls, driveways, walkways, and patios located on the Lot including exterior window washing;
- (b) Added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping of the Townhouse Exterior;

- (c) Maintenance, repair and replacement of water, sewer, electrical and other systems which serve more than one Townhouse, but not including those portions of such systems which serve only one Townhouse, such as an air conditioning unit, electrical or plumbing fixtures.

### 3. WILLFUL OR NEGLIGENT ACTS

In the event that any maintenance, repair or other work is required because of willful or negligent action or lack of action of any Owner, his family, guests, tenants, invitees, lessees or licensees and such maintenance, repair or other work is not covered or paid for by insurance for the benefit of the Association, the Board may perform such work or cause the same to be performed at each Owner's cost and expense and may make an assessment to recover payment thereof against such Owner, provided, except in event of emergency, such Owner shall be given ten (10) days prior notice within which to perform the required maintenance, repair and work.

## ARTICLE X

### INSURANCE

#### 1. TOWNHOUSE INSURANCE.

Each Owner shall be responsible for and shall procure fire and all-risk coverage insurance upon such Owner's Townhouse for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies and for such premiums and periods as such Owner may determine to be appropriate. Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance as required under this Section is in effect, and that said policy shall not be canceled, allowed to lapse or materially altered except upon ten (10) days' prior written notice thereof to the Board. Each Owner shall also be responsible for his own insurance on the contents of his Townhouse and furnishings and personal property therein.

## 2. REBUILDING OF DAMAGED TOWNHOUSE.

In the event of damage to or destruction of any Townhouse by fire or any other casualty for which the Owner is required to carry insurance, the Owner thereof shall within a reasonable time after such damage or destruction, repair or rebuild the damage in a workman like manner with materials comparable to those used in the original structure, and in conformity in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The Townhouse, when rebuilt or repaired, shall be substantially similar to, and its architectural design and landscaping shall be in conformity with the design of the original Townhouse and surrounding Townhouses which were not damaged or destroyed. The Owner shall not be relieved of his obligation to repair or rebuild his Townhouse by his failure to carry sufficient insurance or the fact that proceeds received by the Owner from his insurer are not sufficient to cover the cost of such rebuilding or repair. In the event that any Owner shall fail within a reasonable time after the occurrence of damage or destruction to perform the necessary repair or rebuilding, then the Board may cause such repairs or rebuilding to be performed in the manner as provided above, and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Townhouse.

## 3. CANCELLATION OF COVERAGE

No Owner shall cause or permit anything to be done or kept in or on the Properties, or omit any act, which will result in the cancellation of insurance on any portion of the Properties. In the event of the failure of any Owner to carry or maintain such insurance as is required by the Declarations and provide proof thereof to the Board within thirty (30) days after written demand for the same is made upon such Owner by the Board, the Board will have the power and authority to provide such insurance on behalf of and as agent for said Owner, and the cost of such insurance shall be charged to such Owner's Townhouse, and further may be charged to such Owner as part of his regular assessment. Such insurance effected shall provide that the loss thereunder shall be paid to the Board as insurance trustees under this Declaration, and the Association will be subject to all the rights and duties of the Owner in regard to repair or replacement of the Townhouse. A certificate or schedule showing the coverages of each Owner's interest and the amount of the insurance policy shall be furnished each Owner in such event.

## 4. WAIVER OF SUBORDINATION

The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Board, its employees and agents, the Declarant and any Manager and its respective employees or agents, for damages to the Properties or to any personal property located in or on the Properties, caused by fire or any other casualty, to the extent that such damage is covered by fire or other form of casualty insurance. All policies secured by the Association and each Owner under this Article shall contain waivers of the insurer's right to subrogation as to any claim against the Association, its Board of Directors, agents, employees, and all other Owners, and providing further that the

insurer shall not be entitled to contribution if insurance is purchased by the Association as is hereunder permitted. Mortgage endorsements shall be made when the Owner's interest is subject to an encumbrance.

## 5. ASSOCIATION INSURANCE

The Association shall be required and is hereby empowered to obtain and maintain the following insurance:

- (a) Insurance coverages upon the Common Area and all property owned by the Association.
- (b) Insurance coverages against any loss or damage by cost of demolition, vandalism, malicious mischief, windstorm, water damage, fire and all other casualty as are covered under standard coverage provisions of the full insurance replacements cost of the Common Area.
- (c) Comprehensive public liability insurance in a minimum amount of \$1,000,000.00 per single occurrence and Workmen's Compensation coverage upon employees and other liability insurance insuring the Association, Board of Directors, Managers and agent in connection with the Properties.
- (d) Fidelity bonds to protect against dishonest acts on the part of Association officers, directors, trustees and employees, and all others who handle or are responsible for handling Association funds. Such bonds shall (1) name the Association as an obligee; (2) be written in an amount equal to at least 150% of the estimated annual operating expenses of the Properties, including reserves; (3) contain waivers of any defense based upon the exclusion of persons serving without compensation from any Definition of "employee" or similar expression; (4) provide that no modification in any substantial manner, or cancellation shall be had without 30 days' prior written notice to the first mortgage holders on the Properties.
- (e) Such other insurance as the Board may deem desirable for the benefit of the Owners.
- (f) Such other insurance as may be required to insure townhouses under Section 3 of this Article.

## 6. MORTGAGEE'S RIGHTS.

In the event of any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the Mortgagee of a Townhouse with respect to any such distribution to or with respect to such Townhouse; provided

that, nothing in this Section 6 shall be construed to deny the Association the right to apply any such proceeds to repair or replace damaged portions of the Common Area. The Association shall notify the appropriate Mortgagee whenever damage to any townhouse exceeds \$1,000.00 or the damage to the Common Area exceeds \$10,000.00.

## ARTICLE XI

### MORTGAGEE'S RIGHTS

#### 1. NOTICE TO MORTGAGEE.

Each holder of a first mortgage on any Townhouse shall, upon written request by such holder to the Board, receive the following:

- (a) Copies of budgets, notices of assessments, or any other notices or statements provided under this Declaration by the Association to the Owner of the Townhouse covered by first mortgagee;
- (b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners;
- (c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- (d) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;
- (e) Notice of substantial damage to or destruction of any Townhouse, or any part of the Common Area;
- (f) Notice of commencement of any condemnation or eminent proceedings with respect to any part of the Common Area;
- (g) Notice of any default of the holder's Owner which is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the existence of the default;
- (h) The right to examine the books and records of the Association at any reasonable time.

## 2. FORM OF REQUEST

The request of a holder shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a holder who has made a proper request therefore shall not affect the validity of any request made by a holder hereunder and in the event of multiple requests from purported holders of the same Townhouse, the Association shall honor the most recent request received.

## 3. PROTECTION.

No violation or breach of or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien or any mortgage taken in good faith and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the Lot and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach or failure to comply. Any purchaser on foreclosure or person accepting title in lieu thereof, shall however, take subject to this Declaration.

## ARTICLE XII

### CONDEMNATION PROCEDURE

#### 1. CONDEMNATION OF COMMON AREA.

In the event of a proceeding in condemnation or partial condemnation of any Common Area by any governmental authority authorized so to do, then the proceeds from such condemnation attributable to the Common Area shall be distributed unto the Owners based upon their stock ownership.

#### 2. CONDEMNATION OF TOWNHOUSES

If a building in which a Townhouse is housed is condemned, then the proceeds of any condemnation shall be distributed as agreed to by each Owner and the entity performing the condemnation, without prejudice to the right of such Owners to negotiate or agree jointly.

#### 3. LIEN HOLDERS

When a condemnation occurs and the Townhouse is subject to an encumbrance, then the proceeds due the Owner by reason of such condemnation shall be paid to the holder of the encumbrance. The holder of a first mortgage shall be entitled to priority over all other parties with respect to any distribution of condemnation proceeds. Any excess amount not required to clear encumbrance shall be paid to Owner.

## ARTICLE XIII

### SUBMISSION OF ADDITIONAL PROPERTY

#### 1. ADDITIONS OF PROPERTY

Additional property or properties from time to time may be brought within the Properties established by this Declaration, and such right is hereby expressly reserved by Declarant. Such additions will be made by the execution by Declarant and filing of record of an "Amendment to Declaration of Lemans Village Townhomes", reciting that (1) this Declaration is amended by adding thereto additional real property to be embraced in and brought into the Properties herein established, and (2) that the provisions of this Declaration or additional terms and conditions shall govern such additional property recited in the Amendment to be brought into the Properties. No consent or approval of such amendment or amendments shall be required of any Owner or encumbrancer who may have acquired an interest in the Townhouses herein described, and such consent and approval are hereby expressly waived by such persons.

Such additions to the Properties shall either be divided into Lots or into additional Common Area created by this Declaration and all of the provisions contained in this Declaration shall be applicable to the additional Properties. Each Owner shall have the non-exclusive right as provided by these Declarations, together with all other Owners, to use of the Common Area and all other areas in the Properties which are not herein specifically dedicated to the use of less than all of the Owners. The easement shall be irrevocable and shall be for the purposes of ingress and egress, recreational and social use and shall apply to all property hereafter committed to these Properties.

## ARTICLE XIV

### DURATION

#### 1. TERMS.

The covenants to run with the liens and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part; however, any changes must be in strict accord with the then pertinent rules, regulations and Laws of the City of Kenner, Parish of Jefferson and State of Louisiana and Government of the United States of America. And furthermore, that any dissolution of or change in the restrictions of a less restrictive nature must receive prior approval from the planning commission and city council of the City of Kenner before said changes can become binding.



## 2. MORTGAGEE'S RIGHTS.

The above notwithstanding, each holder of a first mortgage on a Townhouse shall have the following rights:

- (a) The prior written approval of all Mortgagees will be required for any of the following:
  - (1) An amendment to the Declaration which (i) changes the ratios of assessments against Owners or (ii) amends this Article Section or any other provision which specifically grants rights to Mortgagees hereunder;
  - (2) The alienation, release, transfer, hypothecation or other encumbrance of the Common Area has been conveyed to the Association subject to Declarant's rights herein; except that the consent of Mortgagee shall not be required for action by the Association to (i) grant easements for utilities and similar or related purposes, or (ii) to lease or grant licenses.
  - (3) The abandonment of the planned unit development or the removal of any part or all of the Properties from the provisions of this Declaration.

## 3. SPECIAL AMENDMENTS

Declarant hereby reserved and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the perform) functions similar to those currently performed by such entities and/or (ii) to induce any such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Townhouses. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each title, mortgage, other evidence of obligation or other instrument affecting a townhouse and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Townhouse or any warranties made by an Owner in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such Owner's Townhouse.

## ARTICLE XV

### 1. ENFORCEMENT

The Association shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

### 2. INVALIDITY

Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein.

### 3. CLAIMS

No claims or cause of actions shall accrue in favor of any person in the event of the invalidity of any covenant or provision of this Declaration or for failure of the Association or Declarant to enforce any covenant or provision hereof. This section may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of the provisions of this Section.

### 4. WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

### 5. CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

### 6. GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, when the context so requires.

THUS DONE AND PASSED in my office at Metairie, Louisiana, on the day hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto sign their names with appearers and me, Notary, after a reading of the whole.

WITNESS: LEMANS VILLAGE HOMEOWNERS' ASSOCIATION

\_\_\_\_\_  
Janel Abadie

BY: \_\_\_\_\_  
Donald C. Oster

DONALD C. OSTER AND ASSOCIATES, INC.

\_\_\_\_\_  
Jacqueline Brignac

BY: \_\_\_\_\_  
Donald C. Oster

\_\_\_\_\_  
George L. Gibbs Notary Public