

DECLARATION OF COVENANTS
SERVITUDES AND RESTRICTIONS OF
OLDE TOWNE AT MILLCREEK

BE IT KNOWN, that on this 20th day of May, 2004, before me the undersigned Notary Public came and appeared LAMB DEVELOPMENT, L.L.C. ("Developer"), a Louisiana limited liability company represented by Edward C. Lamb, its duly authorized Chief Operating Officer, pursuant to the authority attached hereto, who declared that Developer is the Owner of certain property located in Lafayette Parish, Louisiana and:

WHEREAS, Developer intends to develop a Traditional Neighborhood Development (a "TND") on Developer's property and desires that it to be known hereafter as "Olde Towne at Millcreek."

WHEREAS, Developer's "Vision" is to create a traditionally styled neighborhood, that will embrace 21st century technology, yet be reminiscent of an earlier time and a less demanding life style. Developer will strive to capture that unique character, charm, and quality of life that is typical of many small towns that are forever etched into our memories.

WHEREAS, Developer's "Goal" is to create a neighborhood that will help build a better "Quality of Life" for its residents and Developer believes the following characteristics and amenities will contribute to that end:

- 1) For convenience, residences, retail shops, workplaces and civic buildings are to be located in close proximity;
- 2) To facilitate efficient pedestrian and vehicular travel, a hierarchy of streets and walkways will connect various neighborhood destinations;
- 3) A public lake, greens and parks will provide places for formal and informal social activity and recreation;
- 4) Civic buildings are expected to reinforce the elements of the neighborhood, becoming symbolic of community identity and providing places of purposeful assembly for cultural and religious activities;
- 5) The surrounding beauty and an atmosphere that make people feel free to interact and bond into a close community;

THEREFORE, in the attainment of this goal, Developer's "Mission" will be to accomplish the following objectives:

- (a) To utilize industry professionals who are committed to the creation of memorable and pedestrian friendly communities.
- (b) To protect and conserve the property's natural landscape and watershed features as they are carefully integrated into the neighborhood;
- (c) To seek harmony and compatibility between various neighborhood elements of the street, the block, the lot, and the house;
- (d) To plan and provide pedestrian destinations that promote social interaction rather than social isolation;
- (e) To modernize and code "compatible traditional architectural styles" that will create interesting and aesthetic streetscapes;
- (f) To offer home plans that are designed to fulfill homebuyers needs and expectations while providing the enjoyment of day-to-day living;
- (g) To utilize front porches rather than garage doors to welcome neighborhood residents and their guests;
- (h) To create private space both inside and outside the home;
- (i) To encourage utilization of quality building materials and state of the art technologies;
- (j) To provide a flexible guide for development that will create and preserve real estate values;
- (k) To allow the eventual self-governing of the community by its Owners;

IT IS IN THE PURSUIT OF ALL THESE STATED
"GOALS AND OBJECTIVES"
THAT DEVELOPER HEREBY ESTABLISHES THIS "DECLARATION"

DECLARATION

In furtherance of the above recitals, Developer declares that it hereby creates and establishes certain servitudes, building restrictions, restrictive covenants, and charges upon the property known as Olde Towne at Millcreek, and obligations of Ownership for its benefit and the benefit of Owners, which run with the land and apply against and affect the property as set forth below. By act titled "Covenants of the Olde Towne Neighborhood Association, Inc. and the Olde Towne Arts and Cultural Society, Inc." and filed of record simultaneously with this Declaration, Developer has set forth provisions for the governing and operation of the Olde Towne Neighborhood Association, Inc. and the Olde Towne Arts and Cultural Society, Inc. The terms and provisions of said act, which is referred to herein simply as the "Association Covenants," are incorporated herein by reference.

ARTICLE 1-DEFINITIONS

1.1. Unless the context otherwise requires a different meaning, the following words and phrases, when used in this act, shall have the meanings herein specified:

- A. Additional Annexable Property. "Additional Annexable Property" shall mean any immovable property: (a) contiguous with Developer's property (including without limitation thereto any property separated from the Developer's property by a public street, body of water or other property), or (b) any portion of which is within one-half mile of any portion of Developer's property (including without limitation thereto any property separated from Developer's property by a public street, body of water or other property).
- B. Assessments. "Assessments" shall mean collectively, the following charges:
- 1) General Assessments. The "General Assessment" is the amount assessed to, and due from, all Members of the Association to meet the Association's annual budgeted expenses and cash requirements, as described in Section 4.3 of the Association Covenants.
 - 2) Zone Assessment. A "Zone Assessment" is an amount assessed to, and due from, each Owner of a lot within all or a portion of a Village Zone for special services or capital improvements in the vicinity, as discussed in the Declaration and the Association Covenants.
 - 3) Individual Lot Assessment. An "Individual Lot Assessment" is an amount assessed to and due from, an Owner of a particular lot for charges relating only to that lot, as provided in the Declaration and the Association Covenants.
 - 4) Special Assessment. A "Special Assessment" is an amount assessed to, and due from, each Owner of a lot for capital improvements or emergency expenses, in accordance with the provisions of Article 4 of the Association Covenants.
 - 5) Society Assessment. The "Society Assessment" is the amount assessed to, and due from, all members of the Society to meet the Society's annual budgeted expenses and cash requirements, as described in Article 4 of the Association Covenants.
- C. Association. "Association" shall mean The Olde Towne Neighborhood Association, Inc., a Louisiana non-profit corporation, its successors and assigns. The Association, whose members are the Owners (including Developer), is responsible for maintaining Olde Towne at Millcreek and enforcing the Declaration and the Association Covenants.
- D. Association Articles. "Association Articles" shall mean the Articles of Incorporation of the Association, together with all amendments and modifications to same adopted hereafter.
- E. Association Board. "Association Board" shall mean the Board of Directors of the Association.
- F. Association Bylaws. "Association Bylaws" shall mean the Bylaws of the Association together with all amendments and modifications to same adopted hereafter.
- G. Association Members. "Association Members" shall mean, as of the time of any determination, all Owners. Each Owner is a member of the Association.

- H. Building. "Building" shall mean any residential, commercial, retail, office, or civic structure constructed on any lot. If permitted by the Urban Design Guidelines and approved by the Design Review Committee, a building may be attached to another building and share party walls.
- I. Clerk of Court. "Clerk of Court" shall mean and refer to the Clerk of Court for the Parish of Lafayette, Louisiana.
- J. Commons. "Commons" shall mean all immovable property and improvements within Olde Towne at Millcreek designated by the Developer or the Association for the common use and enjoyment of all Owners. The Commons are not dedicated for use by the general public.
- K. Declaration. "Declaration" shall mean this instrument titled "Declaration of Covenants, Servitudes, and Restrictions of Olde Towne at Millcreek," together with (i) all exhibits and attachments to same, (ii) all amendments and modifications adopted hereafter pursuant to the terms hereof, and (iii) all Supplemental Declarations filed pursuant to Section 2.2 of this Declaration.
- L. Design Review Committee. The "Design Review Committee" is the panel established by Article 5.3 of this Declaration.
- M. Developer. "Developer" is Lamb Development, L.L.C. or any other entity to whom Lamb Development, L.L.C. transfers lots in the subdivision and assigns its rights as Developer under the Declaration.
- N. Dwelling. "Dwelling" shall mean and refer to any complete building designed or intended for use and occupancy as a residence.
- O. Fence. "Fence" shall mean a closure of front, side or rear yard area on a lot as set forth in the Urban Design Guidelines.
- P. Garage. "Garage" shall mean an enclosed structure to shelter automobiles.
- Q. Garden Wall. "Garden Wall" shall mean a closure of a yard area as set forth in the Urban Design Guidelines.
- R. Governmental Authority. "Governmental Authority" shall mean (i) the United States of America, (ii) the State of Louisiana, (iii) any political subdivision of any of the foregoing, (iv) any agency, department, commission, board or bureau of any of the foregoing, and (v) any tribunal, instrumentality of court having jurisdiction over Olde Towne at Millcreek, or any of the uses that may be made of lots of other portions of Olde Towne at Millcreek, or the conduct that may take place on or within, any lot or any other portions of Olde Towne at Millcreek.
- S. Home Office. "Home Office" shall mean premises used for the transaction of business or the provision of professional services related to the home occupation of the Owner or Tenant of a residence. Said home occupation shall employ no more than two full-time employees, one of whom must be the Owner or the Tenant of the premises.
- T. Improvements. "Improvement" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, dwellings, buildings, outbuildings, patios, tennis courts, swimming pools, garages, carports, driveways, sidewalks, walkways, fences, walls, gates, screening walls, terraces, retaining walls, stairs, decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennae, equipment and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services, or any construction which in any way alters the exterior appearance of any improvements, but shall not include pipes, lines, cables, meters, equipment and facilities in connection with water, sewer, drainage, gas, electric, telephone, television or other utilities or service provider in favor of whom a utility or drainage servitude has been expressly established.
- U. Landscape Standards. "Landscape Standards" shall mean the document titled "Olde Towne Landscape Standards" on file with the Developer or the Association, together with all amendments and modifications to same adopted hereafter.
- V. Lot. A "Lot" is the smallest parcel of land which may be separately conveyed. Lots are designated as numbered, separately identifiable parcels on the initial plat or a subsequently recorded plat of additional immovable property which will be annexed to and included and otherwise incorporated within Olde Towne at Millcreek by Supplemental Declaration pursuant to Section 2.2. Developer may redefine lots by combining lots or portions of lots and by adjusting the boundary of a lot. Specialty Lots shall be considered lots.

- W. Mortgagee. "Mortgagee" shall mean any person or entity which holds: (i) a mortgage encumbering a lot as collateral security for the performance of an obligation, or (ii) otherwise holds a lien or encumbrance burdening or otherwise encumbering a lot.
- X. Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members of the Association for discussion and voting, as described in the Declaration or Association Covenants.
- Y. Olde Towne at Millcreek. "Olde Towne at Millcreek" shall mean, collectively, the immovable property in Lafayette Parish, Louisiana, described as follows:
- 1) The Initial Property made subject to this Declaration and described in 2.1 below.
 - 2) Any additional portions of Developer's property or any Additional Annexable Property which Developer by Supplemental Declaration declares in the future to be part of Olde Towne at Millcreek and subject to this Declaration.
 - 3) Any Additional Annexable Property which the Association Board, by Supplemental Declaration, declares in the future to be part of Olde Towne at Millcreek and subject to this Declaration.
- Z. Out Building. "Out Building" or "Outbuilding" shall mean a building additional to the primary residence constructed at or near the rear lot line with a maximum of two-stories. Outbuildings include garages. The living area of any outbuildings shall not exceed 500 square feet.
- AA. Owner. "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any lot. Owners shall not include any person (1) having such interest merely as collateral security for the performance of an obligation, or (2) holding a mortgage, lien or other encumbrance burdening or encumbering any lot.
- BB. Person. "Person" shall mean any individual, corporation, limited liability company, partnership, trustee, joint venture, association, trust, unincorporated organization, governmental authority, government or any agency or political subdivision thereof, or any other form of entity.
- CC. Rear Lane. "Rear Lane" shall mean a vehicular passageway designed to provide primary and service access to the rear of certain lots. Each rear lane included within Phase I-A has such dimensions and locations as shown on the attached plat of survey.
- DD. Rear-Loaded Lot. "Rear Loaded Lot" shall mean a lot which is bordered on its rear lot line) by a rear lane and the rear most 15.0 feet of which constitutes part of the rear lane.
- EE. Rules and Regulations of the Association. "Rules and Regulations of the Association" shall mean those adopted by the Association Board as authorized in this Declaration or the Association Covenants from time to time by the Association Board, together with all amendments to same that may thereafter be adopted by the Association Board.
- FF. Setback. "Setback" shall mean the distance of a building or other structure from the property line of a lot to the exterior wall of said building or other structure.
- GG. Society. "Society" shall mean The Olde Towne Arts and Cultural Society, Inc., a Louisiana non-profit corporation, its successors and assigns. The Society, whose members are the Owners (including Developer), has the purpose of encouraging arts and cultural events within Olde Towne at Millcreek.
- HH. Society Articles. "Society Articles" shall mean the Articles of Incorporation of the Society, together with all amendments and modifications to same adopted hereafter.
- II. Society Board. "Society Board" shall mean the Board of Directors of the Society.
- JJ. Society Bylaws. "Society Bylaws" shall mean the Bylaws of the Society, together with all amendments and modifications to same adopted hereinafter.
- KK. Society Members. "Society Members" shall mean, as of the time of any determination, all Owners. Each Owner is a member of the Society, as provided in the Association Covenants.
- LL. Specialty Lot. A "Specialty Lot" is a lot of unconventional size, shape, location or use which calls for special design considerations.

MM. Urban Design Guidelines. The "Urban Design Guidelines" shall mean the documents attached hereto as an Exhibit, as amended, which documents are incorporated herein by reference.

1.2 Additional Definitions. Additional definitions for some terms used in the Urban Design Guidelines are included as part of the Urban Design Guidelines. In addition, unless the context otherwise requires or specifies, the words and phrases defined in this Declaration when used in the Urban Design Guidelines, shall have the meanings specified for those words and phrases, whether or not such words or phrases are capitalized when used in the Urban Design Guidelines.

1.3 Building Restrictions. Notwithstanding any inference to the contrary anywhere in this Declaration, no garage, dwelling, out building or other building or improvement of any nature any be constructed on a lot without complying with the requirements of this Declaration and the Urban Design Guidelines.

ARTICLE 2-PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Property. The initial property made subject to the Declaration is that tract of land designated as Phase 1-A on that plat of survey prepared by C. H. Fenstermaker & Associates, Inc. attached hereto consisting of Lots 13 through 48, Lots 55 through 60, lots 69 through 104, and Lot C3; Commons A-2 through A-5, A-7, A-8, A-11, and A-22, together with the streets, rear lanes, and rights of passages which are included within the platted portion of Phase 1-A on the plat of survey attached.

2.2 Annexation of Additional Property.

A. By Developer or Association Board. Developer shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to declare that any additional portion of Developer's property, or any Additional Annexable Property, be annexed to, and included and otherwise incorporated within Olde Towne at Millcreek. With the approval of the Association Board, Developer shall also have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion (but subject to approval of the Association Board), to declare that property which is not part of the Developer's property and is not Additional Annexable Property, but which Developer believes to have a reasonable relationship with Olde Towne at Millcreek, to be annexed to, and included and otherwise incorporated within, Olde Towne at Millcreek. The property or properties described in this Section 2.2.A. shall be referred to as "subsequent phase." The restrictive covenants and conditions contained in this Declaration shall not extend to any such subsequent phase except to the extent expressly declared by Developer in the Supplemental Declaration. It shall be permissible for Developer to declare in a juridical act that a subsequent phase is subject to all restrictive covenants and conditions in this Declaration subject to any modifications thereof or additions or deletions thereto that are applicable only to the specific subsequent phase in question. It is further expressly declared that any Rules and Regulations of the Association may differ in their application to each subsequent phase, and the requirements of the Urban Design Guidelines applicable to each subsequent phase may be different, and are expected to differ, from those requirements of the Urban Design Guidelines applicable to portions of Phase 1-A.

B. By Members. After termination of the Association Class B membership, additional immovable property may also be annexed to, and included and otherwise incorporated within, Olde Towne at Millcreek, by a majority vote of the Association Members.

C. Supplemental Declaration. A Supplemental Declaration annexing to, and including and otherwise incorporating within, Olde Towne at Millcreek, additional immovable property as authorized under Section 2.2, Subparts A and B, shall become effective upon being recorded in the conveyance records of the Clerk of Court.

D. Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration as required to reflect the different character of the additional property, a Supplemental Declaration may, with approval of the Association Board (1) define all or part of certain Village Zones within both newly annexed and previously existing portions of Olde Towne at Millcreek, (2) designate certain Commons, whether existing or newly created as "Village Zone Commons" for the use by all or part of certain Village Zones, and (3)

create and/or modify an assessment scheme by which all or part of certain Village Zones are assessed separately for Commons located within that Village Zone. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. A Supplemental Declaration may also create Village Zone Advisory Councils.

- 2.3 Subdivided Lots. No lot may be subdivided or separated into smaller lots except by Developer or with the specific consent of the Design Review Committee. No portion of any lot may be separately conveyed, except by Developer or with the specific consent of the Design Review Committee. This Section 2.3, however, shall not prohibit the recording of corrective deeds or similar corrective instruments. Developer shall have the right to record a Supplemental Declaration to modify approved subdivision plats of Olde Towne at Millcreek for the purpose of making adjustments to lot boundary lines with consent only of those Owners whose lot boundaries are to be changed by such Supplemental Declaration.

ARTICLE 3-COMMONS

3.1 Title.

- A. Association Ownership. The Commons shall be owned by the Association for the benefit of all Owners. For those portions of the Commons which consist of parks, servitudes and other rights, the Association shall be the Owner and holder of those parks, servitudes and rights, with the right to allow use of those parks, servitudes and rights by the Owners pursuant to this Declaration and any rules and regulations of the Association, but subject at all times to the rights of Developer as set forth in Article 4.
- B. Additional Commons. Developer may convey to the Association additional Commons which the Association shall accept and, following such acceptance, the Association shall be solely responsible for maintenance of such additional Commons.
- C. Dedication. By vote of 75% of the Association, the Association shall at all times have the right to convey title to and/or dedicate all or any portion of the Commons to the Governmental Authority with jurisdiction to accept such dedication.
- D. Rear Lane. The Ownership of each lot which includes a rear lane expressly includes the Ownership of the "rear lane" portion of said lot. No conveyance may be made of any lot without also conveying Ownership of the portion of any "rear lane" owned by the Owner of said lot pursuant to this provision. Each Owner, by accepting title to a lot in Olde Towne at Millcreek, expressly agrees that any conveyance by said Owner of title to a rear-loaded lot shall, whether or not any reference is made in the conveyance to the said rear lane, result in a transfer of title to that portion of the rear lane which is owned by the Owner of that lot.

3.2 Maintenance: Capital Improvements.

- A. Commons. The Association shall have the sole responsibility for the management, control, maintenance and capital improvement of the Commons and shall keep the Commons functional, attractive, clean and in good repair.
- B. Isaac Verot Coulee. The Association has the right, but not the obligation, from time to time to clean any servitude or easement between lots and the Isaac Verot Coulee and along the drainage easement located along the northern boundary of Olde Towne at Millcreek, with respect to any man-made litter or unusual accumulations of debris, and to take measures to stabilize the drainage system. The cost of such work, should the Association elect to incur such expenses, shall in the sole discretion of the Association Board, be included as part of, or be apportioned among, the general assessment, a zone assessment, an individual lot assessment or a special assessment.
- C. Capital Improvement. The Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association is authorized to create parking areas within the Commons or to add new recreational facilities. Expenses for substantial capital improvements must be approved in accordance with the Declaration and Association Covenants.

- 3.3 Common Road Regulation. The Association may make rules and regulations concerning driving and parking within Olde Towne at Millcreek, and may construct speed bumps, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common roads. The Association may enforce any violation in accordance with the Declaration or Association Covenants.
- 3.4 Damage or Destruction of Commons by Owner. If any Owner or any of said Owner's guests, tenants, licensees, agents, employees or members of his family damages any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Lot Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable with the guest, tenant or other party who caused the damage.
- 3.5 Limitation of Liability. The Association may, at its discretion, provide security within Olde Towne at Millcreek and may maintain the Commons and rear lanes and enforce traffic control measures, but neither the Association nor Developer makes any representation or assumes any liability for any loss or injury. Owners do hereby agree to defend and hold Developer and the Association, together with its successors and assigns, harmless from any and all liability arising from any negligence or other fault in connection with any actions or omissions made by them pursuant to this section.

ARTICLE 4-SERVITUDES

- 4.1 Owners' Easement of Enjoyment.
- A. Commons. Every Owner shall have the right and easement of enjoyment in and to the Commons. This easement shall be a predial servitude appurtenant to, and shall pass with title to, every lot.
- B. Tenants and Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Association Bylaws and the rules and regulations of the Association, such Owner's right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the lot or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict dual use of the Commons recreational facilities by both an Owner and the Owner's tenant, except when the Owner is a bona fide guest of the tenant.
- 4.2 Servitudes in Favor of Developer and Association. Developer hereby reserves for itself, its successors and assigns, and grants to the Association, the following easements and servitudes, which shall benefit Developer, the Association, and all other properties owned, now or in the future, by Developer which are adjacent to, or contiguous with, Olde Towne at Millcreek (including without limitation thereto the Developer's property and any portion of such property which may be separated from Olde Towne at Millcreek by a public road or body of water). Each of the servitudes reserved herein (i) shall be predial servitudes in favor of the Developer's property (to the extent not included within Olde Towne at Millcreek), and all other properties owned, now or in the future, by Developer which are adjacent to, or contiguous with, Olde Towne at Millcreek (including without limitation thereto any portion of such property which may be separated from Olde Towne at Millcreek by a public road or body of water), (ii) shall also be a personal servitude in favor of Developer and the Association, and (iii) shall also be a predial servitude for the benefit of the Association as the Owner of the Commons.
- A. Rear Lanes. Developer reserves for itself, its successors and assigns, and grants to the Association, the Association Members, and all future Owners of lots, their guests and tenants, a nonexclusive servitude of passage (for use by vehicles, bicycles and pedestrians) on and across those portions of Olde Towne at Millcreek, that are labeled and designated as "Rear Lanes" or rights of passage on the initial plat and on any plat filed in conjunction with a Supplemental Declaration.
- B. Utility Servitudes.
- (1) Developer reserves for itself, its successors and assigns, and grants to the Association, a blanket servitude for ingress, egress, construction installation, replacement, repair and maintenance of all public and private utility and service systems which servitude shall be upon, across, over, through, and under all utility easements. These systems include, but are not limited to, water, sewer, irrigation systems,

- drainage, telephone, electricity, television, cable or fiber optic communication lines and other equipment. By virtue of this servitude, Developer may, but is not obligated to, install and maintain facilities and equipment, excavate for such purposes, and affix and maintain wires, towers, circuits and conduits; the systems themselves which shall include all pipes, wires, circuits, cables, conduits, switch boxes and other equipment related to the providing of any public or private utility service shall be installed within the utility easements.
- (2) Either Developer or the Association may at any time make a partial assignment, to any public or private utility company, or any Governmental Authority, of the servitudes reserved by Developer and granted to the Association, in the preceding Subpart B(1). Whether or not such assignment by Developer or the Association expressly states, the assignment shall be partial and nonexclusive and both Developer and the Association shall continue to have the servitude reserved and granted herein, to be used on a nonexclusive basis with each other and with any public or private utility company, or any governmental authority to whom such assignment was made. Neither Developer nor the Association, shall have any liability or responsibility to each other or to any Owner for (1) any damages caused by any public or private utility company, or any governmental authority to whom such assignment was made, in the exercise of the servitude reserved and granted herein, whether such damages are caused by the sole or concurrent negligence of said public or private utility company, or any governmental authority or (2) for failure to provide any utility services to any Owner or to the Association.
- (3) To the extent any governmental authority, any public utility or any private utility uses any of the utility easements within Olde Towne at Millcreek, and/or to the extent that the Developer, the Association or any assignee of Developer or the Association [all of whom are collectively referred to as "grantee" in this subparagraph (3)] use or exercise any of the rights granted and reserved under the preceding Subpart B(1), then and in that event: (a) whenever reasonably possible, the lines and facilities to be constructed and installed within the utility easements shall be placed underground; (b) each grantee shall respect the reasonable use of the servitudes by the other grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the utility easements by all grantees; (c) each grantee, after any use of the easement areas or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any improvements, trees, shrubs, or other obstructions which interfere with use of the servitude granted pursuant to preceding Subpart B(1) and which are damaged through the reasonable exercise of the servitudes granted pursuant to the preceding Subpart B(1); (d) each grantee who is an assignee of Developer or the Association, by its use of the easement areas or exercise of the rights herein granted pursuant to the preceding Subpart B(1), does hereby agree to defend and hold its assignor (whether Developer or the Association), together with its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective grantee in the construction, installation, repair, alteration and maintenance of the said water, sewer, natural gas, electrical, telephone and fiber optic communications, and cable television lines and facilities pursuant to the servitudes granted under the preceding Subpart B(1); and (e) Developer, the Association, each governmental authority, each public utility and each private utility agree that (i) it accepts the right to use the said utility easements subject to the right of Owners to construct buildings on lots which have soffits, eaves, balconies and/or fascia which encroach on and over the said utility easement by no more than 24 inches measured from the boundary of the utility easement nearest to the interior of the

lot going out toward the exterior boundary of the lot, provided that any such encroachment is at least ten feet above the finished ground elevation in the area of the encroachment, and (ii) it may never request that the Owner remove any such soffits, eaves, balconies or fascia, which encroach on the said utility easement consistent with the conditions of the preceding subpart (i).

NOTICE: The encroachment of easement requirements of Governmental Authorities may be more restrictive than those contained herein and, therefore, the regulations and requirements of such authorities should be reviewed prior to constructing improvements on lots in Olde Towne at Millcreek.

- (4) Those areas located on lots and identified as utility niches are not to be considered as part of the utility easement or subject to any servitude in favor of any governmental authority or any public or private authority. All such utility niche areas shall be used solely, in the absence of approval from the Design Review Committee to the contrary, for the placement of utility meters and, on rear loaded lots, for the storage of garbage receptacles.

C. Police Powers. Developer reserves for itself, its successors and assigns, and grants to the Association, a blanket easement and servitude through Olde Towne at Millcreek, for private patrol services, and for police powers and services supplied by the local, state and federal governments.

4.3 Servitudes in Favor of Zero Lot Line Lots. There is hereby granted a servitude in favor of each zero lot line lot over the adjoining lot or Commons which is adjacent to the zero lot line property line. This servitude shall be on and across that portion of each adjoining lot or Commons which is no more than the three (3) feet away from the boundary on the zero lot line side of the lot in whose favor such servitude has been created. The servitude created herein may be used only in compliance with the following requirements: (a) the servitude may only be used in conjunction with the construction, maintenance and/or repair of improvements and drainage systems constructed on the lot in whose favor the servitude is created; (b) with the exception of an emergency, no use may be made of the servitude granted herein without providing at least ten (10) days prior written notice to the Owner of the lot burdened with the servitude (the "Servient Lot") of the intention to use servitude burdening the Servient Lot, and during those ten (10) days, the Owner of the Servient Lot shall provide the notifying lot Owner of any reasonable restrictions (including the time of access) which the Owner of the Servient Lot requires be honored by the notifying Lot Owner; (c) if the notifying lot Owner is willing to comply with the restrictions provided by the Owner of the Servient Lot, as contemplated by the preceding subpart (b), then the notifying lot Owner may proceed with the repair and maintenance provided that said lot Owner also complies with all requirements established by the Urban Design Guidelines and/or any applicable Rules and Regulations of the Association; (d) if the notifying lot Owner believes the restrictions provided by the Owner of the Servient Lot, as contemplated by the preceding subpart (b) are not reasonable, and cannot resolve the issue with the Owner of the Servient Lot, then the notifying lot Owner who wishes to use the servitude granted on the Servient Lot shall apply to the Covenants Committee (or the Association Board, if no Covenants Committee has yet been created by the Association Board) for a hearing on any dispute between said

notifying lot Owner and the Owner of the Servient Lot as to the conditions under which said notifying lot Owner may use the servitude granted on the Servient Lot; (e) after five (5) days notice, the Covenants Committee or the Association Board, if no Covenants Committee has yet been created by the Association Board) shall grant a hearing to all Owners involved with respect to any request submitted to said Covenants Committee (or the Association Board, as applicable), under the preceding subpart (d), and any decision rendered by the said Covenants Committee (or the Association Board, as applicable) shall be final and binding on all Owners involved in the application submitted pursuant to subpart (d) of this Section 4.3; and (f) each grantee, after any use or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any improvements, trees, shrubs or other obstructions, which interfere with use of the

- servitude granted pursuant to this Section 4.3 and which are damaged through the reasonable exercise of the servitudes granted pursuant to this Section 4.3
- 4.4 Wetlands. This Declaration is subject to any rights of the certain Governmental Authorities in portions of Olde Towne at Millcreek, if any, which may be considered wetlands or protected coastal areas.

ARTICLE 5-URBAN DESIGN GUIDELINES AND OTHER COVENANTS

5.1 General

- A. Urban Design Guidelines. The Urban Design Guidelines described in Section 1.1 (NN) set forth specific building guidelines, restrictions and other covenants relating to the construction of improvements on each lot. The construction of improvements in the subdivision shall be made in accordance with the Urban Design Guidelines. It is expressly noted that other provisions of this Declaration (including but not limited to Article 6) also address such requirements. The Urban Design Guidelines, together with all changes to same adopted by the Design Review Committee, shall be available for review in the office of the Association during normal business hours. Any Owner wishing to have a copy of the Urban Design Guidelines together with all changes to same adopted by the Design Review Committee, shall pay the cost of reproducing same to the Association which shall be calculated on the basis of \$.50 per page; provided, however, there shall be no charge for the first copy with respect to each lot.
- B. Mailboxes. To maintain the aesthetic qualities of Olde Towne, Developer has selected group mailboxes and designated convenient locations throughout the neighborhood for their installation. Individual mailboxes on lots are prohibited.
- C. Trash and Garbage Containers. On rear-loaded lots, trash and garbage containers shall be kept in that area along the rear of the lots which are designated as utility niches on the plat of survey recorded with the Clerk of Court pursuant to which subdivision of that phase of development was approved. On rear-loaded lots, and except where allowed by the Urban Design Guidelines and/or the Rules and Regulations of the Association, all garbage (including recyclables) may only be picked up or collected by garbage collection vehicles from the alleys contiguous with the rear of each such lot. On all lots which are not rear-loaded lots, the Owners or occupants of those lots shall not place trash or garbage containers in public view except on trash collection days and then on those days the garbage containers shall be removed from the public view no later than twelve (12) hours after the garbage has been picked up by the person charged with the collection efforts. Garbage, trash and other refuse shall be placed in covered containers approved by the Design Review Committee, except as otherwise expressly required by law. Recyclable products or materials may be placed for collection in containers expressly designed or legally required for such collection. In any event, the area around any such garbage pick-up point on a rear-loaded lot must be maintained so that garbage containers are not visible from any street or rear lane. Owners shall further use and store trash and garbage containers in compliance with any applicable Rules and Regulations of the Association.

- 5.2 Modification of Urban Design Guidelines. The Design Review Committee may, subject to any applicable zoning laws, revise or supplement the Urban Design Guidelines from time to time for any of the following reasons:
- A. To make changes which the Design Review Committee believes will better accomplish the Developer's intent, vision, and mission objectives set forth in the beginning of this Declaration.
- B. To adjust for market conditions so as to improve the value of all or some of the lots;
- C. To recognize changing land use conditions over time, both from within and outside Olde Towne at Millcreek.
- D. To establish the plan for the development of additional immovable property annexed to, and included and incorporated within, Olde Towne at Millcreek pursuant to a Supplemental Declaration, which plan shall be implemented through the regulation of land use, architecture, environment and landscaping with said additional immovable property.

While Developer owns at least three (3) lots or holds any property within Olde Towne at Millcreek for sale in the normal course of business, no change may be made to the Urban Design Guidelines without the express written consent of the Developer. On request of the Design Review Committee, the Association Board shall, without the consent of the Association Members, file any amendments to this Declaration at any time which add to, change or otherwise modify the Urban Design Guidelines. Modifications and changes to the Urban Design Guidelines shall not affect or bear on the construction of Buildings within Olde Towne at Millcreek to the extent that such buildings have been constructed prior to the adoption of such modification or other amendment to the Urban Design Guidelines ; but such modifications and changes shall be effective with respect to any alterations or other additions to Buildings constructed after the date of such amendments or modifications to the Urban Design Guidelines . Developer and the Association, whenever filing Supplemental Declarations pursuant to Section 2.2, may and are expected to file supplements to the Urban Design Guidelines which will contain specific requirements for the property added to Olde Towne at Millcreek pursuant to any such Supplemental Declaration, including without limitation thereto, in the filing party's sole discretion, additional designations of various building types, lot widths, house size, architectural typologies, details, characteristics, and styles which are authorized for each new phase, and such further requirements and restrictions with respect to construction on lots as are contained in the Urban Design Guidelines as filed originally with this Declaration.

5.3 Design Review Committee.

- A. General. The Design Review Committee is an agency, department or division of the Association.
- B. Composition. The Design Review Committee shall have either three (3) members or five (5) members; initially, the Design Review Committee shall consist of three (3) members. Should the Association Board wish to declare that there shall be an increase in the number of members serving on the Design Review Committee, it may do so at a regularly called meeting of the Association Board. The members of the Design Review Committee shall be selected as follows:
 - (1) Town Planner/Architect. The Town Planner/Architect, who is appointed pursuant to section 5.4, shall serve as one (1) member of the Design Review Committee.
 - (2) Additional Members. All other members of the Design Review Committee shall be appointed by Developer for so long as Developer is permitted under Section 5.4 to select or replace the Town Planner/Architect. When Developer no longer selects the Town Planner/Architect, the Association Board shall appoint the additional members of the Design Review Committee.
- C. Cost of Operation. The Association shall be responsible for all reasonable costs of operation of the Design Review Committee.
- D. Rules and Procedures. The Design Review Committee is authorized to adopt rules and procedures and to adopt, from time to time, amendments to said rules and procedures for the conduct of its business, consistent with the provisions of this Declaration. Any Owner shall be provided with a copy of such rules and procedures within fifteen (15) days of submission of a written request to the Association Board.

5.4 Town Planner/Architect.

- A. Selection. The Town Planner/Architect is initially selected by the Developer and may be replaced with another Town Planner/Architect, at any time, in the sole discretion of the Developer. While Developer owns at least three lots or holds any property within Olde Towne at Millcreek for sale in the normal course of business, Developer may select any successor or replacement, unless Developer permanently waives that right in writing. When Developer no longer selects the Town Planner/Architect, the Association Board shall select the Town Planner/Architect.
- B. Qualification. The Town Planner/Architect shall be a graduate from the College of Architecture or Landscape Architecture of an accredited university, or shall have comparable qualifications.

5.5 Approved Contractors, Architects and Design Professionals.

- A. Contractors, Architects, and Design Professionals. Unless waived by the Design Review Committee, no Owner shall self-contract the construction of any improvements on any lot. The Contractor, Architect, or other Design Professional selected by an Owner to construct or design improvements on a lot must be approved by the Design Review Committee, in its sole discretion. Any approval by the Design Review Committee of a Contractor, Architect, or Design Professional is not meant as an endorsement of their ability and shall not be the basis for any liability on the part of the Design Review Committee.
- B. Access to Approved Lists. The list of approved contractors and the list of approved architects and other design professionals shall be maintained by the Association in the office of the Association and those lists shall be available for review by Owners during regular business hours of the Association.
- C. Approval Process. Should an Owner desire to have a dwelling or other improvements constructed on a lot by a contractor who is not approved by the Design Review Committee, or to have a dwelling or other improvements to a lot designed by an architect or other design professional who is not approved by the Design Review Committee, the said Owner shall submit to the Design Review Committee such information as may be requested by the Design Review Committee which information may include without limitation thereto, the following:
 - (a) name, address, and telephone number;
 - (b) a listing of three dwellings or similar types of improvements constructed or designed, as the case may be, by the proposed contractor or design professional, together with photographs of such dwellings or similar types of improvements;
 - (c) a listing of three references with telephone numbers who may be called to discuss the quality, effectiveness, thoroughness and other aspects of services to be provided by the proposed contractor or design professional;
 - (d) evidence of insurance satisfactory to the Design Review Committee ;
 - (e) evidence of ability to obtain payment and performance bonds, or other evidence of net worth and liquidity;
 - (f) as to a contractor, other evidence of ability to build a dwelling or other improvements in a timely manner, in accordance with plans and specification; and
 - (g) as to a design professional, other evidence of ability to design and provide specifications for a dwelling or other improvements which would be consistent with the requirements of this Declaration and the Urban Design Guidelines.

5.6 Design Review Procedure.

- A. Construction Subject to Review. All construction or modification (except interior alterations not affecting the external structure or appearance of any building) on any lot or commons must be approved in advance by the Design Review Committee. Modifications subject to review specifically include, but are not limited to, painting or other alteration of a building (including doors, windows and trim); replacement of a roof or other parts of a building other than the duplicates of the original material or color; installation of antennae, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation that are visible from public areas; window coverings; any individual wells or septic tanks; and any material alteration of the landscaping or topography of Olde Towne at Millcreek, including without limitation any removal or substantial pruning of trees or plants. The listing of a category does not imply that such construction is permitted. This Declaration may, for example, prohibit all antennae, satellite dishes or receivers, in which event, such a prohibition shall control.
- B. Application. In order to proceed the applicants should have reviewed the Lot Purchase agreement, the Declaration of Covenants, Servitude's and Restrictions (this document), the Urban Design Guidelines and the approved list of Architects, Design Professionals, Builders, and Landscape Architects. Plans shall be submitted for approval in two phases.

Phase 1 (Schematic Design Phase) of the application shall include a completed Olde Towne Plan Review Application Form A submitted with;

(i) three (3) sets of site plans (scale 1/16" = 1') and specifications for all proposed clearing, grading, leveling, contouring, drainage and placement of improvements on subject lot, building footprint, entries, porches, balconies, overhangs, driveways, walks, and garden information;

(ii) three (3) sets of schematic design plans (scale 1/8" or greater = 1'), consisting of the front elevation, floor plans for each level and general specifications and dimensions relative to each.

Upon approval a stamped set of plans will be returned to applicant for submittal with Phase 2 application.

Phase 2 (Construction Document Phase) shall include the stamped Phase 1 application Form A, a completed Olde Towne Plan Review Application Form B, along with, three (3) sets of the construction documents (scale 1/8" or greater = 1'). Plans and specifications for all proposed work should specifically reflect therein the types of construction, the structural components, size, shape, height, dimensions, materials and colors of the proposed improvement consisting of:

(i) three (3) sets of the construction elevations of all proposed improvements and

(ii) three (3) sets of construction floor plans of all proposed levels; and

(iii) such other items as the Design Review Committee may reasonably require.

Applicant shall submit written justification, based on merit or hardship for, for any variance desired or requested.

No construction on any lot shall be commenced and no lot shall be modified except in accordance with plans and specifications that have been approved by the Design Review Committee.

Any modification to the approved plans and specifications must be reviewed and approved by separate application.

- C. Approved Plans Available. Developer has developed plans that have been preapproved for construction and these plans are available to the public at reasonable prices. The use of these Developer-approved plans only require Phase 1 approval of the application process as defined in Section 5.6.B
- D. Variances. The Design Review Committee shall have the power and authority to grant a variance from the provisions of this Section 5.6 as to any work for which the Design Review Committee, in its sole discretion, deems it unnecessary that plans and specifications be submitted, provided, however, that all such work shall nevertheless be performed in compliance with the other terms and provisions of this Declaration and the Urban Design Guidelines.
- E. Review Fee. Each Owner submitting plans for the construction or modification of improvements on any lot pursuant to Section 5.6 shall submit with such plans a payment of \$200.00 as a nonrefundable Review Fee and that payment shall be made to the Association; the Review Fees paid shall be used by the Association to defray the costs and expenses incurred by the Design Review Committee. Should the Design Review Committee reject, and/ or require modifications or changes, to any plans and/ or specifications due to deviations in said plans or specifications from the Urban Design Guidelines or the Landscape Standards, then and in that event the Owner who submitted said plans and specifications shall pay another Review Fee. The Design Review Committee shall have the discretion to waive any such additional Review Fees if, in its sole discretion, it determines that the deviations from the Urban Design Guidelines were minor.
- F. Basis for Design. Applications shall be approved or denied based upon compliance with the factors identified in Section 5.7.

- G. Uniform Procedures. The Design Review Committee shall establish procedures for the review and approval of applications.
- H. Notification: Construction. The Design Review Committee shall notify the applicant of its decision within the time limits published pursuant to the procedures adopted under Subpart G of this Section 5.6. If approval is given or deemed to be given, construction of the improvements may begin. All construction must comply with the plans and specifications approved by the Design Review Committee.
- I. Enforcement. If any construction is begun which has not been approved or which deviates from the approved plans, the Design Review Committee, the Town Planner/Architect, Developer, or the Association may bring an action for specific performance, declaratory judgment or injunction and shall be entitled to recover its actual attorney's fees in bringing such action. In addition, the remedies for lot maintenance under Section 6.10(E) shall apply.
- 5.7 Factors to be Considered. The Urban Design Guidelines provide many, but not all, factors to be considered by the Design Review Committee in reviewing applications. Each Owner agrees and acknowledges that the Urban Design Guidelines are not a complete listing and that in reviewing applications the Design Review Committee may consider such other factors as the Design Review Committee may in its sole discretion deem appropriate. In addition to compliance with this Declaration, the Urban Design Guidelines, and the Landscape Standards, some additional factors to be considered during the review process shall be: (a) architectural style and design; (b) conformity with good design practices; application of historically accurate design components; (c) scale of the proposed improvements; (d) aesthetic use of materials and the resulting exterior appearance; (e) quality of workmanship and material; (f) color and location of buildings in relation to surrounding structures and topography; (g) avoidance of duplication of, or repetitive, designs; and (h) harmony of design with existing dwellings and other improvements.
- 5.8 Variances. The Design Review Committee shall have the right and power to grant variances from compliance with any provision of this Declaration or any provision in the Urban Design Guidelines when, in the sole and absolute discretion of the Design Review Committee, circumstances such as topography, natural obstructions, hardship, or aesthetic, economic, or environmental considerations, warrant a variance. All variances must be evidenced in writing from the Design Review Committee in order to have legal effect. A written approval from the Design Review Board of plans and specifications for a proposed work that will not comply, in one or more respects, with the Urban Design Guidelines or this Declaration, shall constitute a written variance per se as to the specific matter of matters not in compliance, unless otherwise expressly stated therein.
- If a variance is granted, no violation of this Declaration or the Urban Design Guidelines, shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of any variance shall not operate to waive any of the terms and provisions of this act for any purposes except as to the particular instance covered by the variance, and in no case shall the granting of a variance in one instance obligate the Design Review Committee to grant a variance in another instance.
- 5.9 Limitations and Release of Liability. The purpose of the review of plans and specifications by the Design Review Committee is to protect and enhance the aesthetic and monetary values of Olde Towne at Millcreek and each Owner's lot and to maximize compliance with the Declaration and the Urban Design Guidelines for the benefit of all Owners. In performing its functions, the Design Review Committee does not warrant, guarantee, recommend, approve, certify or endorse any particular architectural, engineering or structural design, or any plan, specification, material, construction method or practice, as to its safety, freedom of defects, durability, fitness or suitability for intended use, strength or other characteristics. Neither the approval by the Design Review Committee of any plans or specifications for any work nor any review, inspection, or observation of such work shall in any manner constitute a warranty, representation or the undertaking of any duty or obligation on the part of the Design Review Committee, the Association Board, the Association, Developer or their respective members, agents, employees, partners and representatives, to any person, that any method, practice, design, material or structure, contained, shown or specified in any plans or specifications approved by the Design Review Committee, or reviewed, inspected or observed by the Design Review Committee or its members: (a) is safe or proper or sound or free from defects

or vices is vested with any quality or characteristic whatsoever, (b) complies with the requirements of this Declaration and the Urban Design Guidelines, (c) complies with the requirements of any contract, agreement or instrument, (d) complies with the requirements of any law, ordinance or regulation applicable to Owner's lot and/or the work which Owner proposes to have performed on the lot, or (e) does not create an encroachment on a utility easement for which permission must be obtained from those utilities using the utility easement.

Each person who submits plans and specifications to the Design Review Committee for a particular work, each Owner who performs or contracts for the performance of such work on any lot pursuant to such plans and specifications, and each architect, engineer, contractor, sub-contractor, supplier, materialman or other person who participates or engages in any work on any lot pursuant to such plans and specifications, hereby fully releases and discharges the Design Review Committee, and its members, the Association Board and its members, the Association, Developer, and their partners, their employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, costs and fees arising out of any act or fault by any person, or any defect, vice, hazard or failure, in any material, lot or improvement, relating in any way to such work.

The Design Review Committee shall have the power and authority to reject any plans or specifications for any work that in the sole opinion of the Design Review Committee does not meet the requirements of this Declaration or the Urban Design Guidelines, and any Owner whose plans or specifications have been so rejected does hereby fully release and discharge the Design Review Committee and its members, the Association Board and its members, the Association, Developer, and their officers, directors, employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, costs and fees arising out of such rejection of plans or specifications, the opinion of the Design Review Committee being final and binding and not subject to any claim or challenge whatsoever. Should any Owner nevertheless make any claim or challenge to the rejection by the Design Review Committee of any plans or specifications, such Owner agrees to pay the actual attorneys fees, costs and expenses incurred by the Design Review Committee in defending or responding to such claim or challenge.

ARTICLE 6 - USE OF INDIVIDUAL LOTS

6.1 Owner's Responsibility. All Owners shall keep all parts of their lots, including any improvements, in good order and repair and free from debris.

6.2 Permitted Uses.

- A. Lots. Lot use is limited to those building types for which setbacks are shown as set forth in the attached Urban Regulations Matrix; however, by act filed in the records of the Clerk of Court of Lafayette Parish, Developer may expand the use of Lots 18 through 23 to allow commercial use on the first story level and to allow office or residential use on all stories above the first story.
- B. Renting. Dwellings may be rented, subject only to reasonable rules and regulations, as promulgated by the Association Board which may be modified from time to time. No rule or regulation may limit the length of leases.
- C. Occupancy. In the absence of written approval of the Association Board, all Occupants of a Dwelling must comprise a Single Family Unit. For purposes of this Subpart C, "Occupant" shall mean any person who stays overnight in a Dwelling for more than seven (7) days (whether or not consecutive) in any one (1) calendar year. "Single Family Unit" shall mean one or more Persons related by blood, adoption and/or marriage, or not more than two unrelated persons, living or cooking together as a single housekeeping unit.
- D. Home Office. If allowed by the applicable zoning and land use ordinances and regulations of the Governmental Authorities with jurisdiction over the lots, each lot may have one (1) Home Office provided that each of the following conditions is met: (a) no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed on the lot or on any building located on the lot which in any way advertises or provides notice or reference to the business conducted in the home office; and (b) the business is not otherwise prohibited by the Rules and Regulations of the Association.
- E. Compliance with Law. No use shall be made of, nor any actions taken on, any lot which is a violation of any law, ordinance or regulation applicable to the geographical area within which the lot is located.

6.3 Prohibited and/or Restricted Uses:

- A. Nuisances Unlawful Use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any lot or the Commons. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be compiled with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair the affected portion of Olde Towne at Millcreek.
- B. Insurance. Nothing shall be done or kept on any lot or the Commons which will increase the rate, or result in cancellation, of insurance obtained by the Association or the Developer or by any other lot Owner, without the prior written consent of the Association. This prohibition shall not prohibit the usual and customary activities associated with residential use of a single family dwelling.
- C. Soliciting. No soliciting will be allowed at any time within Olde Towne at Millcreek.
- D. Time Sharing. No time-share Ownership of lots, or improvements on lots, is permitted without Developer's approval. For this purpose, the "time-share Ownership" shall mean a method of Ownership of an interest in a lot under which the exclusive right of use, possession or occupancy of the lot circulates among the various Owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or Ownership of a lot by a corporation, partnership, or other entity, or by not more than four individuals or married couples, will not normally be considered time-share Ownership.
- E. Half-way houses. No Dwelling or other improvement on any lot shall at any time be used as a half-way house under supervision of a Supervising Agency. For the purposes of this Subpart E, the term "Supervising Agency" shall mean a governmental authority including, without limitation thereto, the Sheriff of Lafayette Parish, the police department for the City of Lafayette, the Louisiana Department of Corrections, the United States Department of the Justice and the United States Marshall's Service. For the purposes of this Subpart E, the term "Half-Way House" shall mean a place where persons who have been imprisoned or incarcerated for crimes (whether felonies or misdemeanors), or confined for drug or alcohol rehabilitation, are confined under some form of supervision for the primary purpose of aiding said persons in readjusting to society following their imprisonment, incarceration, hospitalization or other form of confinement.
- F. Miscellaneous Prohibitions and Rules. Except for the activities of Developer in connection with development of Olde Towne at Millcreek and the activities of the grantees in connection with the construction, installation, repair, alteration and maintenance of water, sewer, drainage, natural gas, electrical, telephone, cable television and other communications and utility lines and facilities within the utility and drainage servitudes hereinabove established, the following restrictions shall apply to all immovable property within Olde Towne at Millcreek:
- (1) Animals. The maintenance, keeping, boarding and/or raising of animals (including without limitation thereto, dogs, cats, livestock, birds, poultry, snakes and reptiles) of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling or building constructed on a lot, except that this shall not prohibit the keeping of no more than three (3) dogs, no more than three (3) cats and caged birds (provided that such birds are kept indoors at all times) as domestic pets provided that they are not kept, bred, or maintained for commercial purposes and are kept in accordance with the Rules and Regulations of the Association. This provision shall not restrict the Association Board from prohibiting the keeping of specific breeds of dogs, cats, birds or other specific animals, within any part of Olde Towne at Millcreek including all dwellings, where the Association Board determines that the keeping of such animals within Olde Towne at Millcreek is a safety risk or nuisance.
 - (2) Antennas. No exterior radio, television, satellite or communications antenna, aerial or dish shall be erected or maintained within Olde Towne at Millcreek without the prior written approval of the Design Review Committee. Variances should only be granted where it is

- believed that the antenna, aerial or dish will not be visible from a street or another lot. No amateur or "ham" radio transmitters shall be operated within Olde Towne at Millcreek without the prior, written approval of the Design Review Committee. Notwithstanding anything to the contrary contained herein, Developer and/or the Association may erect, install, and maintain towers or antennas in connection with services provided to the Owners in Olde Towne at Millcreek.
- (3) Burning or Storage of Trash. No burning of any trash and no accumulation or storage of litter, lumber, scrap, materials, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot; provided, however, that the storage of building materials, equipment and scrap materials and waste generated in connection with work shall be permitted on a lot during periods of work on the lot if stored neatly.
 - (4) Construction and Landscape Requirements. No improvements shall be constructed nor any landscaping or other work performed on any lot except in compliance with this Declaration and the Urban Design Guidelines, except for matters as to which a written variance has been granted by the Design Review Committee. Before work commences on any lot, the Owner or Contractor shall erect both a silt fence and a protective fence at the drip edge of any trees located on the lot that is being worked upon and any trees on adjacent lots and common areas. These fences shall be subject to the approval of the Design Review Committee.
 - (5) Division of Lots. No lot shall be divided or subdivided and no portion of any lot other than the entire lot shall be transferred or conveyed for any purpose except by Developer, or with the prior, express, written approval of the Design Review Committee. This shall not be construed to prohibit the granting of any servitude and/or right-of-way to any Governmental Authority, public utility, or to the Association or Developer.
 - (6) Fences and Garden Walls. Any fence or garden wall, the design and construction of which has been approved in accordance with Article 5, shall be kept neat and attractive and in good repair. All fences or garden walls shall be painted or otherwise finished in accordance with the Urban Design Guidelines. All fences or garden walls shall be maintained so as not to detract from the general appearance of Olde Towne at Millcreek. On any lot having a portion of any perimeter fence or garden wall constructed by Developer upon the lot, the Owner(s) of such lot will be responsible for maintaining that portion of the fence or garden wall which is upon the lot in good condition and repair.
 - (7) Ingress and Egress. Except as allowed by the Urban Design Guidelines or as otherwise approved by the Design Review Committee, no vehicular access shall be allowed from the sides of any lot to or from any lot or to and from the improvements on any lot. Vehicular ingress and vehicular egress to and from a garage or carport on each rear-loaded lot shall only be from the rear of the lot. With respect to each lot which is bordered on its rear property line by any part of a rear lane, there shall be no driveway or parking area constructed or used on that part of any such lot between the front wall of the primary residence and the front property line where the said lot fronts on a street.
 - (8) Interferences with servitudes and drainage. No improvements shall be placed or permitted to remain upon any lot which may damage or interfere with any servitude for the installation or maintenance of utilities or passage or drain, or obstruct any drainage ditch or channel unless the Owner of the lot provides alternate means for the flow of water other than on to the adjoining property. Owners of dwellings constructed on zero lot lines must install: (a) subsurface drainage (six inches or larger) from the rear of their lot to the front of their lot within three feet, and along the side opposite, of the zero lot line; and (b) gutters along roof lines located parallel to Owner's zero lot line in order to minimize the flow of rain water on to the adjacent lot. The

Owner shall tie in the gutter system to the adjacent Owner's subsurface drainage system when installed as provided above and an easement is hereby established in favor of said Owner's property for such purpose. In the event the lot adjacent to a zero lot line contains no improvements, then until such time as the Owner of the zero lot line lot installs a subsurface drainage system, the Owner of the lot having a zero lot line may discharge water from the Owner's zero lot line gutter system on to the adjacent vacant lot provided measures are taken to prevent erosion. The Owner of the zero lot line lot shall be responsible for any damages, costs, and expenses, caused by any erosion. The requirement of this paragraph relative to installation of gutter systems shall not apply to corner lots where the building is constructed on a zero lot line adjacent to a street or common area. The requirement of this paragraph relative to installation of a subsurface drainage systems shall not apply to corner lots where the building is constructed on a zero lot line of the lot which is opposite from the side of the lot adjacent to a street or common area.

- (9) Landscaping. Landscaping is required on any lot on which improvements have been constructed except that no grass, trees, shrubs, hedges or other plants shall be planted or allowed to grow on any lot except in compliance with the Landscape Standards.
- (10) Maintenance. No lot, and no Dwelling or other improvements which are located upon a lot, shall be permitted to fall into disrepair and each such lot and all such dwellings and other improvements, and all lawns and other landscaped areas, shall be kept neat and maintained in good condition and repair consistent with any requirements set forth in either the Urban Design Guidelines or in Rules and Regulations of the Association. Each Owner shall keep neat and maintain in good condition and repair that portion of any street right-of-way servitude (i.e., that portion of the right-of-way between the edge of the Street curb and the Owner's boundary line(s) that is immediately adjacent to (whether in front of or alongside) the Owner's lot. If any Owner fails to do so, the Association may perform the maintenance and/or repair and assess any costs incurred as an Individual Lot Assessment to the Owner of the lot. The opinion of the Design Review Committee as to the acceptability of such conditions shall be final; the Design Review Committee may delegate, in its sole discretion, its authority under this provision.
- (11) Mineral and Mining. No lot shall be used for the purpose of exploring, mining, quarrying, producing or removing oil or other hydrocarbons, minerals, gravel or earth except in the case of soil boring in connection with soil analysis for foundation design, provided, however, that offsite exploration for or production of oil, gas or other minerals beneath the surface of a lot through directional or horizontal drilling methods or otherwise shall be allowed if such directional or horizontal drilling does not penetrate or otherwise disturb any portion of the earth within 500 feet of the surface of the lot.
- (12) Movable Structures and Outbuildings. No structure of any type, dwelling or otherwise, shall be moved on to a lot in Olde Towne at Millcreek except as may be expressly approved by the Design Review Committee. No structure of a temporary character and no trailer, tent shack, barn, pen, stable, coop, cage, storage building or shed shall be erected, used or contained on any lot or Commons at any time without the express, prior, written approval of the Design Review Committee, provided, however, the foregoing restriction shall not prohibit the use and maintenance of those temporary structures necessary during the performance of any work thereon. No such structures, trailers or the like shall be utilized for residence purposes and all such structures, trailers or the like shall be removed from the lot promptly following the completion of the work. During art festivals, fairs, block parties, and other special events, the Association Board may approve the use of tents, trailers and other temporary buildings on the commons or elsewhere within Olde Towne at Millcreek

- (13) Noise. No exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying noises other than security devices used exclusively for security purpose shall be located, used or placed on any lot in such manner that the sound emitted there from may be heard on any other lot. No noise shall be permitted to exist or operate upon a lot that may be a nuisance to any other Owner or resident.
- (14) Noxious, Hazardous or Offensive Activity. No noxious odors shall issue or emanate from any lot. No noxious, hazardous, or offensive trade or activity shall be carried on or upon any lot or within any dwelling situated upon the property or at any other place within Olde Towne at Millcreek, nor shall anything be done therein or thereon which may be or become unsafe or hazardous or an annoyance or nuisance to the area within which the lot is located or other Owners or residents of Olde Towne at Millcreek.
- (15) Pipes, Cables and Lines. Except for hoses and the like which are reasonably necessary in connection with usual lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television line or similar transmission line, or the like shall be installed, placed or maintained above the surface of any lot except where approved by the Design Review Committee as reasonably necessary for connection to a Dwelling or building or for access for repair or maintenance. The rules and regulations of the Association may prescribe rules relative to hoses that are authorized for normal lawn maintenance.
- (16) Sewerage Disposal Systems. No individual sewer disposal systems will be permitted. All dwellings constructed in Olde Towne at Millcreek shall be connected to approved sanitary sewer facilities.
- (17) Incinerators. No incinerator shall be kept or maintained on any lot.
- (18) Vehicles and Other Equipment. None of the following may be kept or stored within Olde Towne at Millcreek: (a) junk or abandoned vehicles, (b) tractor-trailers, (c) house trailers, (d) commercial vehicles other than company automobiles provided for personal use, (e) pick-up trucks except those used in connection with an Owner's or a resident's trade or occupation, (f) utility trailers, (g) campers, (h) motor homes and recreational vehicles, (i) camp trucks, (j) motor homes and recreational vehicles, (k) camp trucks (l) boats, (m) boat trailers, or (n) any other machinery or equipment of any kind or character (except for such equipment as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or other improvements located upon the property and except for such equipment and/or machinery as the Developer or the Association may require in connection with the maintenance and operation of the Association property. These restrictions shall not apply to personal automobiles, or items (d through l) when stored and kept on a lot within an enclosed garage or approved storage area. Neither shall these restrictions apply to personal automobiles or item (e) when stored and kept on a lot within an approved carport. No repair, maintenance or restoration of automobiles or other authorized vehicles (except for bona-fide emergencies) may be carried out on any lot or at any location within Olde Towne at Millcreek unless and except to the extent such repair, maintenance or restoration can be accomplished inside an enclosed garage with all doors to the said garage closed.
- (19) Vending Machines. No vending machines shall be kept, stored, operated or otherwise located anywhere within Olde Towne at Millcreek. For the purpose of this provision "vending machines" shall include machines of any nature that are used for the sale of food items, soft drinks, or articles of any nature by the insertion of coins or paper money into said machines, or by the use of any kind of credit or debit card. The Association Board may adopt rules and regulations granting an exception to this provision, or may grant exceptions on a case by case basis, with respect to a vending machine that will be located inside a dwelling and is used solely for private use, and is not used to

sell food items, soft drinks, or articles of any nature to persons who do not reside in the dwelling.

(20) Construction Liability. The Owner of any lot upon which work is being done, shall be liable for construction related damage to rear lanes, sidewalks common areas, other lots and improvements in connection with the construction work and the property shall be restored to the original condition that it was in prior to the construction work being done. Nothing contained herein shall limit the Owner's legal recourse against the contractor or third party who actually caused the damage.. Developer and the Association may limit the use of all or part of any streets or rear lanes for construction-related activities and may require use of temporary alternate routes for construction-related access.

(21) Fences and Garden Walls. The cost for constructing any fence or garden wall shall be borne as follows:

i. Voluntary Fences and Garden Walls. If an Owner of a lot is permitted, but not required, to construct a fence or garden wall and such Owner elects to proceed with construction, then such Owner shall bear the full cost of such construction and maintenance, unless the lot is adjacent to another lot and the adjacent lot Owner agrees to bear a portion of the cost of construction and/or maintenance. The adjacent lot Owner shall not have any obligation, however, to agree to pay for any portion of the cost of construction or maintenance of the fence or garden wall. Notwithstanding the foregoing, neither Developer nor the Association shall be required to share in the cost of construction or maintaining any fence or garden wall and all such costs shall be paid by the Owner of any lot who has purchased the lot from Developer.

ii. Mandatory Fences and Garden Walls. If a fence or garden wall is required to be constructed on the boundary of a lot that is not bounded by another lot along that boundary, then the Owner shall bear the full cost of construction of the fence or garden wall as well as the maintenance of same. If the Urban Design Guidelines require that a fence or garden wall be constructed along the boundary between two (2) adjacent lots, then the first of the Owners of the said lots to construct a dwelling, building or other improvements on his/her lot shall be required to construct the fence or garden wall, at his/her cost and expense; the adjacent lot Owner shall, in such cases, be offered the opportunity to pay fifty (50%) percent of the actual cost of same. Notwithstanding the foregoing, the Owner so constructing a fence or garden wall, or his/her successors or assigns, shall be entitled to reimbursement from the then Owner of the adjacent lot when plans for the construction of a dwelling, building or other improvements on the adjacent lot are presented for approval pursuant to Article 5, such amount of reimbursement owed to the Owner who constructed the said fence or garden wall being hereby fixed at 60% of substantiated construction cost, subject to escalation at a rate of one-quarter (.25%) percent per month from the date the Owner incurred the expense. Regardless of how the cost of construction of fence or garden wall is determined or divided, the cost of maintenance shall be divided equally between the Owners of the lots between which the fence or garden wall is constructed. Each Owner, by executing a cash sale, deed or other instrument pursuant to which such Owner acquired title to a lot, acknowledges and agrees to the obligations herein set forth with respect to the cost of construction of any fence or garden wall and the maintenance of same. The obligation to share costs of construction and maintenance of a fence or garden wall apply only to that portion of a fence or garden wall which is constructed as a common wall along a boundary between two (2) lots. Notwithstanding the foregoing, neither Developer nor the Association shall be required to share in the cost of constructing or

maintaining any fence or garden wall and all such costs shall be paid by the Owner of any lot who has purchased the lot from the Developer.

- G. The fact that the Association Board and/or the Design Review Committee are given the right to grant exceptions to prohibitions contained in this Section shall not mandate that any exceptions be granted.

6.4 Pets. Subject to the provisions of Section 6.3, and such Rules and Regulations of the Association Board, pets may be kept by an Owner or Owner's Tenant on his lot but only if such pets do not cause a disturbance or annoyance within Olde Towne at Millcreek. Each Owner or Tenant shall be strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. It is expressly declared that the Rules and Regulations of the Association relative to pets may regulate the number and size of pets, and the keeping of animals other than customary household pets which are not expressly prohibited by Sections 6.3., designate specific areas within the Commons where pets may be walked, prohibit pets on other areas, require pets to be on leashes and restrict the rights of Owners and Tenants to keep pets. The Association Board shall have the right to order any Association Member or resident of Olde Towne at Millcreek whose pet is considered, in the sole discretion of the Association Board, to be dangerous or a nuisance, to remove such pet from Olde Towne at Millcreek and the Association Board shall have the sole and exclusive authority to determine, after notice to such Member or resident and affording such person an opportunity for a hearing with the Association Board, whether or not any pet is dangerous or a nuisance.

6.5 Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any lot (including placement on a dwelling, other building, in the yard or in any window) or in the Commons except the following:

- A. Signs specifically permitted by the Urban Design Guidelines;
- B. One "For Sale," "For Rent," or "For Lease" sign per lot is allowed provided it does not exceed 2' x 1.5' in area and does not extend more than 3 feet above the ground and complies with the style and color approved by the Design Review Committee.
- C. One political sign per lot is allowed within a reasonable period prior to political events provided it does not exceed 2' x 1.5 in area and does not extend more than 3 feet above the ground. Political sign must be removed within 3 days following the political event.
- D. Notwithstanding any language to the contrary herein, Developer shall, however, be permitted to post and display advertising signs (including "For Sale," "For Rent," "For Lease," and political signs) within Olde Towne at Millcreek so long as Developer has any property for sale in the normal course of business.
- E. Three construction signs per lot are allowed during the construction period. The total area of all signs shall not exceed 15 square feet and none shall extend more than 5 feet above the ground. All signs must be arranged neatly in one area of the lot.

6.6 Garage and Carport Door Openings. Except as may be expressly allowed by the Urban Design Guidelines (e.g., as to a lot which is not bordered by a "rear lane") or as otherwise expressly allowed by the Design Review Committee, the doors through which vehicles enter a garage or carport may not face a street.

6.7 Automobiles.

- A. Parking. Automobiles may be parked only in the garage, driveway, or designated pad of a lot, in unassigned parking areas as initially created by Developer, or in other parts of Olde Towne at Millcreek which may be specifically designated by the Association Board. All parking within Olde Towne at Millcreek shall be in accordance with the Urban Design Guidelines which may allow parking along streets for special functions such as small parties.
- B. Good Repair. Only automobiles bearing current license and registration tags, as required by state law from time to time, may be parked in Olde Towne at Millcreek.
- C. Garage Doors. Garage doors shall be kept closed except when automobiles are entering or leaving the Garage.
- D. Visibility at Street Intersections. No automobiles shall be parked so as to create a temporary obstruction to visibility of street intersections.

6.8 Attractiveness and Safety of Lots. Both the Urban Design Guidelines, the Landscape Standards and the Association through its adoption of the Rules and Regulations of

the Association, may regulate placement and maintenance of garbage and trash containers, and other matters affecting the attractiveness or safety of lots.

6.9 Rules and Regulations of the Association. The Association Board may from time to time adopt or amend previously adopted rules and regulations governing and regulating (a) the operation, use, condition, attractiveness, maintenance, and control of, as well as conduct on and within, the lots, the Commons and any facilities or services made available to the Owners, and (b) any other matters as to which this Declaration authorizes the adoption of rules and regulations by the Association Board. The Rules and Regulations of the Association shall take effective immediately upon approval by the Association Board, or at a later date selected by the Association Board. If requested by at least 10% of the Association Members, a Community Meeting may be called and any rule or regulation adopted by the Association Board may be repealed by majority vote of the Association Members. A copy of the Rules and Regulations of the Association shall be kept in the office of the Association and available for review during the normal business hours on each Monday through Friday, except for holidays. Upon acquisition of a lot, each Owner does, through that acquisition subject to this Declaration, agree and acknowledge that said Owner has received a copy of the Rules and Regulations of the Association as of that date. As additions, deletions or modifications are adopted with respect other rules and regulations adopted pursuant to this Section, copies of such additions, deletions or modifications shall be mailed to each Association Member at the last known address for said member as shown in the records of the Association. Failure to send copies of the additions, deletions, or modifications shall not, however, affect their validity or enforceability. Additional copies of the Rules and Regulations of the Association Board shall be provided to any Association Member upon payment by said Association Member for the cost of reproducing same which is hereby set at \$.50 per page.

6.10 Enforcement.

- A. Owner's Responsibility. Each Owner, all family members of Owners and all Owners' guests and tenants shall conform and abide by the covenants contained in this Declaration and Rules and Regulations of the Association. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.
- B. Covenants Committee. The Association Board may establish a Covenants Committee to hear any complaints of violations of the Covenants set forth in this Declaration or the Rules and Regulations of the Association. Members of the Association Board may serve on the Covenants Committee.
- C. Notice, Hearing and Fines. Any Owner who is believed to be in violation of this Declaration or the Rules and Regulations of the Association shall be given notice and an opportunity to be heard. After such hearing, the Covenants Committee shall have the right to assess fines, up to a maximum of \$50.00 for a single violation or \$10.00 per day for a continuing violation (to be adjusted according to increases in the cost of living) and may restrict the Owner's use of the Commons for up to sixty (60) days or until remedied, whichever is longer. The primary goal, however, of the Covenants Committee is not to punish but to conciliate and resolve problems. The Covenants Committee may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against an Owner's lot as an Individual Lot Assessment.
- D. Tenant Violations. If a tenant is believed to be in violation of the Covenants set forth in this Declaration or the Rules and Regulations of the Association, the Covenants Committee shall notify the Owner and Tenant and provide an opportunity for hearing. If the Covenants Committee determines after notice and opportunity for hearing that a tenant has violated the Covenants set forth in this Declaration or the Rules and Regulations of the Association, the Covenants Committee may assess fines against the Owner as provided in paragraph C of this Section. In addition, if the tenant materially violates the Covenants set forth in this Declaration or the Rules and Regulations of the Association more than once in any one-year period, the Association, by a two-thirds (2/3) vote of the Association Board, shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs and attorneys fees related to such action shall be charged to the Owner

as an Individual Lot Assessment. Any Owner whose tenant or tenants (whether under one lease or different leases) violate the Covenants set forth in this Declaration or the Rules and Regulations of the Association three (3) times in any one (1) year period may be prohibited from further leasing of his lot for a period of up to one year.

- E. Corrective Action for Lot Maintenance. If the Covenants Committee determines after notice and hearing that any Owner has failed to maintain any part of the lot (including the yard and any garden wall, fence, building, garden structure or structure in a clean, attractive, and safe manner in accordance with the provisions of this Declaration, The Urban Design Guidelines, and applicable Rules and Regulations of the Association, the Covenants Committee may notify the Owner of its findings and may assess fines as provided in paragraph C of this Section. If the violation continues for ten days after notice to the Owner of the Committee's findings, the Association, by a two-thirds (2/3) vote of the Association Board, shall have the right without liability to enter upon such lot to correct, repair, restore, paint and maintain any part of such to and to have any objectionable items removed from the Lot. The Association Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action shall be assessed to the Owner as an Individual Lot Assessment.
- F. Pet. After notice and hearing, the Covenants Committee may require that an Owner or the tenant of an Owner permanently remove from Olde Towne at Millcreek any pet which violates this Declaration, the Rules and Regulations of the Association or creates disturbances or annoyances to the reasonable displeasure of other Owners.
- G. Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the Covenants and Rules and Regulations of the Association, as described in Section 8.3.

ARTICLE 7-AMENDMENT AND TERMINATION

7.1 Amendment.

- A. By Members. Except as stated elsewhere in this Declaration (including without limitation in Subparts B and F of this Section, this Declaration may be amended at any time by the affirmative vote of two-thirds of all Association Members. Such amendment shall be evidenced by an instrument signed by the president or vice-president and secretary of the Association, certifying approval in writing by two-thirds (2/3) of the total votes. Rights reserved to Developer may not be amended without the specific consent of Developer. It is expressly stated that any Supplemental Declaration may, without any approval of the Association Members, add, modify or otherwise supplement provisions of this Declaration, as originally filed or as same may be subsequently amended, and which will effectively (1) change (whether through increasing, lessening or otherwise) any or all restrictions on use which would otherwise be applicable to property added to Olde Towne at Millcreek pursuant to a Supplemental Declaration including without limitation thereto all such restrictions contained in Article 6, but such changes shall only relate to and effect the lots and other property added to Olde Towne at Millcreek pursuant to the Supplemental Declaration, and (2) change (whether through increasing, lessening or otherwise) any or all building restrictions and/or other covenants, which would otherwise be applicable to property added to Olde Towne at Millcreek pursuant to a Supplemental Declaration including without limitation all such building restrictions and/or other covenants contained in Article 5, in the Urban Design Guidelines and in the Landscape Standards, but such changes shall only relate to and affect the lots and other property added to Olde Towne at Millcreek pursuant to the Supplemental Declaration. Notwithstanding any inference herein to the contrary, no Supplemental Declaration shall be deemed to have modified any provisions of this Declaration applicable to lots included within Olde Towne at Millcreek prior to the filing of said Supplemental Declaration unless the Supplemental Declaration expressly states such intention and unless the Supplemental Declaration also qualifies as an amendment to this Declaration pursuant to this Subpart A, or the following Subpart B.

- B. By Developer. Notwithstanding any statement or inference to the contrary in this Declaration, Developer specifically reserves and has the absolute and unconditional right, so long as it is a Class B Member, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal Housing Administration, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies; or (iii) to clarify the Declaration's provisions or correct errors.
- C. Limitation. Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of total votes of the Association Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.
- D. Recording. Any amendment to this Declaration shall take effect upon recording in the public records.
- E. Effective date of Amendments. Notwithstanding any inference herein to the contrary, no amendment or modification of this Declaration shall affect or bear on the construction of buildings within Olde Towne at Millcreek to the extent that such buildings have been constructed prior to the adoption of such modification or other amendment to the Urban Design Guidelines; but such modifications and changes shall be effective with respect to any alterations or other additions to Buildings constructed after the date of such amendments or modifications to this Declaration. Amendments and modifications to this Declaration shall be effective with respect to any conduct within Olde Towne at Millcreek, or use of lots, made after the date of such amendment or modification including without limitation thereto any such conduct or use occurring prior to such amendment or modification, and whether or not such conduct or use is continuing at the time of such amendment or modification.
- F. Supplemental Declarations and Amendments to Urban Design Guidelines. Notwithstanding any inference herein to the contrary, (i) Developer and the Association shall always have the right to make Supplemental Declarations pursuant to Section 2.2.C without the consent of any Association Members, (ii) the Design Review Committee shall always have the right to amend and modify the Urban Design Guidelines as provided in Section 5.4, without the consent of Association Members, (iii) the Association Board shall always have the right to adopt and have filed amendments to this Declaration which contain modifications to the Urban Design Guidelines adopted by the Design Review Committee pursuant to Section 5.3, and (iv) the rights of Developer, and the Association set forth in Subpart B of this Section, and in this Subpart F, may not be withdrawn or otherwise modified without the consent of Developer, and the Association Board.

7.2 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind Olde Towne at Millcreek and shall inure to the benefit of and be enforceable by Developer, the Association, and all Owners of property within Olde Towne at Millcreek, their respective legal representatives, heirs, successors or assigns for twenty years, and shall be automatically extended for each succeeding ten year period unless an instrument signed by Owners representing two-thirds of the votes of the Association Members shall have been recorded, agreeing to terminate the Declaration as of a specified time. This Declaration may also be terminated in any of the following ways:

- A. Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all of the Owners.
- B. Dedication of Commons. The Declaration may be terminated by consent in writing by Association Members representing two-thirds (2/3) of the votes in the Association, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government.

7.3 Rerecording. Unless this Declaration is terminated, the Association shall rerecord this Declaration or other notice of its terms at intervals, if any, necessary under Louisiana law to preserve its effect.

7.4 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Association Board shall have the right to act on

behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE 8-GENERAL PROVISIONS

8.1 Sales Offices. Notwithstanding any language in this Declaration to the contrary, as long as Developer or any designee of Developer owns any immovable property in Olde Towne at Millcreek, Developer and its designees shall have the right and privilege to maintain general and sales offices and/or model homes in and about Olde Towne at Millcreek, and to have their employees present on the premises to show property within Olde Towne at Millcreek, and to use the Commons and, without limitation, to do any and all other things necessary or appropriate by them to sell or lease lots, homes, or other property, all without charge or contribution to the Association.

8.2 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of Olde Towne at Millcreek as a community and as a TND. All references to particular sections or articles shall, except as otherwise expressly stated, be deemed to be references to those particular sections or articles of this Declaration.

8.3 Enforcement of Declaration.

A. Arbitration. At the election of Developer and in its sole discretion, any dispute with an Owner or any other party or entity with rights or obligations arising pursuant to this Declaration, involving the rights or obligations of Developer or any other person under, or arising from, this Declaration shall be resolved pursuant to arbitration under the rules, and under the auspices, of the American Arbitration Association (the "AAA") subject to the following which shall be deemed modifications of the applicable rules of the AAA, to the extent the rules of the AAA are inconsistent, to-wit: (i) there shall be only one (1) arbitrator and that arbitrator shall be a lawyer licensed to practice in the State of Louisiana, (ii) the arbitration proceeding shall be held in Lafayette, Louisiana, and (iii) to the extent that an expedited process is available under the rules of the AAA, the arbitration shall be expedited. At the election of the Association Board, in its sole discretion, any dispute with an Owner or other party or entity (other than Developer) involving the rights or obligations of the Association, the Association Board, the Design Review Committee or any member of the Association Board, arising under this Declaration shall be resolved pursuant to arbitration under the rules, and under the auspices, of the American Arbitration Association (the "AAA") subject to exceptions numbered (i), (ii) and (iii) of the first sentence of this Section 8.3., Subpart A. At the election of the Society Board, in its sole discretion, any dispute with an Owner or other party or entity (other than Developer) involving the rights or obligations of the Society, the Society Board or any member of the Society Board, arising under this Declaration shall be resolved pursuant to arbitration under the rules, and under the auspices, of the American Arbitration Association (the "AAA") subject to exceptions numbered (i), (ii) and (iii) of the first sentence of this Section 8.3., Subpart A.

B. General Remedies. Claims may be brought in arbitration, or suits may be brought in a court with jurisdiction, against any person, persons or entity violating or attempting to violate the provisions of this Declaration, including the provisions of the Urban Design Guidelines, either to restrain violation and/or to recover damages, and against his, her or its property to enforce any lien created by this Declaration, or to obtain a declaratory judgment. To enforce this Declaration, including the provisions of the Urban Design Guidelines, or any Rules and Regulations of the Association, the Association, Developer, or any Owner may bring an action for damages, specific performance, declaratory judgment and/or injunction, or any other remedy at law or in equity, subject at all times to the rights of certain parties to insist that such actions be brought by way of arbitration pursuant to the preceding Subpart A of this Section 8.3. The Association Board shall be empowered to bring suits on behalf of the Association and on behalf of the Society.

C. Injunctive Relief. Should the Association Board, the Association, or Developer elect to bring an action in any court seeking injunctive relief as authorized in this Declaration (including without limitation thereto in the

preceding Subpart B), then and in that event: (1) the party seeking injunctive relief (including without limitation thereto a temporary restraining order, a preliminary injunction and a permanent injunction) need not prove irreparable injury or harm, it being acknowledged and agreed that there will be damage, which is not susceptible of a monetary valuation, caused by a breach of the requirements of this Declaration, of the Urban Design Guidelines or of any Rules and Regulations of the Association; and (2) if any party against whom a claim is made in the proceeding seeking injunctive relief has, a claim which said party wishes to assert against the party seeking such relief (the "filing party"), then and in that event the filing of the suit seeking injunctive relief shall not be considered a waiver by the said filing party of that party's right, if any, to have the claim against said filing party submitted to arbitration pursuant to Section 8.3., Subpart A.

D. Association's Legal Fees. Any and all costs, including but not limited to reasonable attorney's fees and court costs, which may be incurred by Developer, the Association or the Society in the enforcement of any of the provisions of this Declaration, whether or not a claim is made in arbitration or a suit is brought, shall be assessed as an Individual Lot Assessment to the Owner against whom such action was taken.

- 8.4 Use of Materials or Components. The use of any material or components as indicated within the Urban Design Guidelines or this Declaration shall be solely at the risk of the Owner of a lot and shall import no liability to the Association, Developer, Olde Towne at Millcreek, or their assigns. The materials listed in the Urban Design Guidelines or in this Declaration are not intended to constitute or otherwise create any representations, guarantees, or warranties to any party in relation to the structural integrity or adequacy when used for any component of improvements to be built within Olde Towne at Millcreek. It shall be the responsibility of the Owner, or other proposer, when considering usage of any material on any project within Olde Towne at Millcreek to have an independent review or evaluation of the adequacy of any component or element contained herein to assure their acceptability for the intended end uses.
- 8.5 Written Consents of Members of the Association and/or the Institute in Absence of Meeting. Whenever the vote of the Association Members or the Society Members is required to authorize or constitute action by the Association or the Society, the consent in writing to such action signed only by those members, of the entity whose authority or other decision is sought, holding that proportion of the membership interest that is required by law, the Articles of Incorporation of the entity in question or this Declaration (whichever provides the applicable voting requirements), to take such action shall be sufficient for the purposes of obtaining such authority or decision, without the necessity for a meeting of the members of that particular entity.
- 8.6 No Waiver. The waiver by any party of a breach of any provision of this Declaration, the Urban Design Guidelines or the Rules and Regulations of the Association, shall not operate or be construed as a waiver of any subsequent breach of that provision to any party. Failure to enforce any provision of this Declaration, the Urban Design Guidelines or the Rules and Regulations of the Association, shall not be deemed a waiver of the right to do so at any time thereafter and shall not operate or be construed as a waiver of the right to enforce such provision at a later date, even if under identical circumstances and even if involving the same parties.
- 8.7 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the lot and, if different, to the last known address of the person who appears as Owner of the lot as that address is stated on the records of the Association, as described in Section 2.5 of the Association Covenants at the time of the mailing. The date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be the date of the giving of any notice when the notice is hand delivered.
- 8.8 Developer's Reservation of Copyrights. Developer hereby reserves the copyrights to any photographs or videos taken of Olde Towne at Millcreek.
- 8.9 Gender and Number. The use of the masculine gender in this Declaration shall be deemed to include the feminine, or neuter, and the singular shall include the plural, wherever the context so requires.
- 8.10 Law to Govern. This Declaration shall be constructed in accordance with the laws of the State of Louisiana.
- 8.11 Validity. If any one or more of the provisions (or any part thereof) of this Declaration, the Urban Design Guidelines or of the Rules and Regulations of the

Association, shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby and the balance of this Declaration, the Urban Design Guidelines and the said Rules and Regulations of the Association shall remain in full force and effect. If any provision, or subpart of a provision, of this Declaration is for any reason and at any time determined to be invalid, illegal or unenforceable (a) it is expressly stated that such determination shall be applicable only to the parties involved in the arbitration or court proceeding in which such determination has been rendered, and then only to the particular facts and circumstances presented to the arbitrator(s) or court; (b) where a provision is determined to be invalid, illegal or unenforceable because it is determined to be excessively broad, the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to reform the subject provision by declaring it limited and reduced to make it compatible with applicable law; and (c) the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to declare that provision or subpart reformed so as to eliminate only the portion of same which is determined to be invalid, illegal or otherwise unenforceable, so that the balance of said provision is allowed to remain in full force and effect.

- 8.12 Owner's Acceptance. By accepting title to any of the lots or other property included now, or in the future, within Olde Towne at Millcreek, each Owner agrees that he accepts title to said lot or other property subject to the terms, provisions and acknowledgements of: (a) this Declaration, (b) the Urban Design Guidelines, (c) any Rules and Regulations of the Association that may be subsequently adopted, from time to time, by the Association or the Association Board, and all modifications thereof, and (d) any future amendments to this Declaration and/or the Urban Design Guidelines adopted pursuant to the terms and provisions of this Declaration.
- 8.13 Exemption of Restrictions on Lot A-6. Notwithstanding anything to the contrary contained herein, nothing contained in this Declaration shall affect or restrict Lot A-6 on which Developer intends to construct facilities, part or all of which are intended for the use and enjoyment of Owners.
- 8.14 Association Covenants. Unless the context clearly indicates a meaning to the contrary, any reference in this act to rights and obligations under this Declaration shall include rights and obligations contained in the Association Covenants.

ARTICLE 9-DEDICATION OF EASEMENTS AND RIGHT OF WAYS

- 9.1 Dedication in Accordance with LSA-R.S. 33:5051, et seq.
Developer declares that it does, by these presents dedicate to public use, for and on behalf of the public in general, but in particular in favor of the Lafayette City- Parish Consolidated Government (the "City-Parish"), the roads, streets, and public ways, shown on the attached plat of survey, said dedication to be considered a formal statutory dedication in accordance with the provisions of LSA-R.S. 33:5051 et seq. provided, however, that to the extent any streets, roads, alleys, or ways which are depicted on said plat of survey are intended to remain private and are so designated on said plat of survey or in this Declaration, same are not hereby dedicated and shall remain privately owned and maintained.
- 9.2 Dedication, Creation, and Establishment of Servitudes.
Developer further declared that it does hereby dedicate, create, and establish in favor of the City-Parish, for the ultimate benefit of the persons residing in Olde Towne at Millcreek, the utility easements and drainage easements which are shown on the attached plat of survey referenced hereinbelow, provided, however, that to the extent any of said utility or drainage easements which are depicted on said plat of survey are intended to remain private and are so designated on said plat of survey or in this Declaration, same are not hereby dedicated and shall remain privately owned and maintained.
Developer further declares that it grants a perpetual predial servitude in favor of the City-Parish, and such other persons, entities, or estates who are given authority by said Government to use the easements, or who may as a result of this grant of servitude derive any benefit therefrom, to use the utility easements and drainage easements shown on the attached plat of survey, except those shown as "private" on said plat of survey or as described in this Declaration, and in connection therewith agrees that the City-Parish and its employees shall have access to said easements for the purpose of constructing, repairing, maintaining, upgrading, improving, or otherwise operating said easements, within the confines of said servitudes as shown

on said plat, and to clear brush, trees, and other items or obstacles as may interfere with the free use of said servitudes; construct drainage, electric, sewer, water, and utility facilities; remove all obstacles which would hamper or preclude the exercise of the servitudes; and otherwise have full access for the purpose of utilizing and maintaining the servitudes. Notwithstanding anything to the contrary contained herein, however, Developer declares that: (1) In using said easements, the grantee must exercise care to avoid any unnecessary removal of vegetation, for example, the grantee should bore around trees rather than trench around them; and (2) Any utility provider other than the City-Parish must, as a condition of using the space dedicated herein for the installation, repair, or maintenance of such utilities, obtain the prior written consent of the Developer and shall agree to be responsible for, and to hold the Developer and the Association harmless from, any costs of cleaning up the area and restoring it to its condition prior to the installation, repair, or maintenance.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first above written, before the undersigned competent witnesses and the undersigned Notary Public.

WITNESSES:

LAMB DEVELOPMENT, L.L.C.

Erin G. Brouard

BY: Edward C. Lamb

NAME: EDWARD C. LAMB
CHIEF OPERATING OFFICER

Jeri Beard

Timothy J. Bradley
TIMOTHY J. BRADLEY
NOTARY PUBLIC

CERTIFICATE

BY: LAMB DEVELOPMENT, LLC

TO: WHOM IT MAY CONCERN

BE IT KNOWN, that on the day and date set forth herein below, the undersigned WILLIAM Y. LAMB, EDWARD R. LAMB, MICHAEL B. LAMB and ANGELA L. METREJEAN, Members of LAMB DEVELOPMENT, LLC (the "Company"), a Louisiana Limited Liability Company authorized to do and doing business in the State of Louisiana, do hereby certify as follows:

(1) That we are the sole Members of the Company;

(2) That on the 22nd day of April, 2004, a meeting of all of the Members of the Company was duly called and properly held in accordance with law, and that at said meeting, the following preamble and Resolutions were duly and legally adopted, said preamble and Resolutions being in accordance, and not in conflict, with the Operating Agreement of the Company, and are still in full force and effect. They are as follows, to-wit:

"WHEREAS, LAMB DEVELOPMENT, LLC is developing Olde Towne at Millcreek, a traditional neighborhood development in Lafayette Parish, Louisiana, and desires to confer to certain individuals the power to sell and/or otherwise deal with immovable property owned by the Company.

THEREFORE, IT IS RESOLVED that EDWARD C. LAMB, be and he hereby is individually authorized to execute for and on behalf of and in the name of this Company, any and all documents relative to immovable property owned by the Company including, but not limited to, Acts of Dedication or Declarations establishing easements and covenants, Association Covenants, option agreements, purchase and sale agreements, acts of sale, donations, exchanges, settlement statements, acknowledgements, affidavits and any and all other instruments or acts which, in his individual discretion, may be deemed necessary and proper in order to accomplish the purposes described hereinabove.

THEREFORE, BE IT FURTHER RESOLVED that ANGELA L. METREJEAN be and she hereby is individually authorized to execute for and on behalf of and in the name of this Company, any and all documents relative to the sale of immovable property owned by the Company including, but not limited to, option agreements, purchase and sale agreements, acts of sale, settlement statements, acknowledgements, affidavits and any and all other instruments or acts which, in her individual discretion, may be deemed necessary and proper in order to accomplish the purposes described hereinabove.

IN WITNESS WHEREOF, we have each read the provisions of this Limited Liability Company Resolution, and we each certify and agree to its terms this 22nd day of April, 2004.

LAMB DEVELOPMENT, L.L.C.

Edward R. Lamb
BY: EDWARD R. LAMB

Michael B. Lamb
BY: MICHAEL B. LAMB

Angela L. Metrejean
BY: ANGELA L. METREJEAN

William Y. Lamb
BY: WILLIAM Y. LAMB