

STATE OF LOUISIANA

PARISH OF CALCASIEU

As adopted by 100% vote of membership 9-6-2014
DECLARATION OF EASEMENTS, AFFIRMATIVE
OBLIGATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS

BE IT KNOWN that on this _____ of December, 2011, before the undersigned Notary Public duly commissioned and qualified in and for the Parish and State aforesaid and in the presence of the undersigned competent witnesses personally came and appeared, **West Cal Properties, LLC**, a limited liability Company, appearing herein through its authorized manager, Fran Morgan Sanchez,

WITNESSETH:

WHEREAS, West Cal Properties LLC is the record title holder of the real estate known as West Cal Patio Homes of the city of Westlake and State of Louisiana, Legally described in Exhibit A Attached hereto (the "**Property**"); and

WHEREAS, the Property was developed as eighteen (18) residential duplexes (the "**Development**"). and in order to insure the best use and most appropriate development and to protect the owners.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, affirmative obligations, conditions and restrictions, which shall run with the Property and be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors, assigns and personal representatives.

ARTICLE I

DEFINITIONS

Certain terms and words used in this Declaration are defined as follows:

- 1.1. Association.** West Cal Homeowners Association, a Louisiana not-for-profit corporation, and its successors and assigns.
- 1.2. Board.** The Board of Directors of the Association as constituted at any time or from time to time in accordance with the applicable provisions of Article III.
- 1.3. Bylaws.** The Bylaws of the Association.

1.4. Charges. The Association Assessment, any special assessment levied by the Association and any special charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration and the Bylaws.

1.5. Association Assessment. The amounts which the Association shall assess and collect from the Owner to pay the Association Expenses and accumulate reserves for such expenses, as more fully described in Article VII.

1.6. Association Expenses. All of the expenses incurred by the administration (including management and professional services) in performing the obligations of the Association hereunder.

1.7. Declaration. This instrument and all exhibits hereto, as amended or supplemented from time to time.

1.8. Duplex Residence Lot. The eighteen (18) lots denominated Lots 1through 18, both inclusive, as shown on Exhibit B attached hereto, are referred to collectively as the "Duplex Residence Lots" and each of the eighteen (18) is individually referred to herein as a "Duplex Residence Lot."

1.9. Improvements. The thirty-six (36) residences which are built on the Duplex Residence Lots (18) are referred to hereafter as Improvements. Two (2) improvements are built on each Duplex Residence Lot. Each Owner of a Duplex Residence Lot shall own that Duplex Lot on which said Owner's two Improvements are located.

1.10. Development Period. The period commencing with the recording of this Declaration and ending on the Turnover Date.

1.11. Landscape Area. The Landscaped portions of certain areas around the Duplex Lots.

1.12. Mortgagee. The holder of a bona fide first mortgage, trust deed or equivalent security interest covering a Duplex Residence Lot.

1.13. Owner. The person or persons (except the Declarant) whose estates or interests individually or collectively aggregate fee simple absolute ownership of any Duplex Residence Lot at any time after the acquisition of such Duplex Residence Lot from the Declarant. The word "Owner" shall also include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to any Duplex Residence Lot at any time after the acquisition of such Duplex Residence Lot from the Declarant.

1.14. Property. The Property described in Exhibit A attached hereto, consisting of Duplex Lots 1through 18. Also, includes property owned by the West Cal Homeowners Association. "the common area"

1.15. Turnover Date. The date on which the rights of the Declarant to designate the members of the Board are terminated under Section 3.12.

1.16. Voting Member. The individual who shall be entitled to vote in person or by proxy in meetings of the owners as more fully set forth in Section 3.03.

ARTICLE II

SCOPE OF DECLARATION

2.1. Property Subject to Declaration. Declarant hereby subjects the Property to the provisions of this Declaration.

2.2. Term. The provisions of this Declaration shall remain in effect for a term of fifty (50) years from the date on which this Declaration is recorded, after which time this Declaration shall be automatically renewed for continuous terms of then (10) years each until such time as this Declaration is terminated by a written instrument executed by the Owners and Mortgagees of not less than seventy-five percent (75%) of the Duplex Residence Lots, which instrument shall be effective upon its recordation which the Calcasieu Parish Recorder of Deeds.

2.3. Declaration to Run with Land. Except as provided in Section 2.01 hereinabove, all of the rights, benefits and privileges, and all of the restrictions, conditions, easements, reservations, covenants, liens and Charges granted, created, reserved or declared by this Declaration, shall be deemed to be covenants appurtenant to and running with the land and shall remain in full force and effect so long as the Property is subject to the provisions of this Declaration, and shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, any person now or hereafter having any interest or estate in all or any part of the Property.

2.4. Appurtenancy of Covenants: Conveyance Subject to Declaration. Except as provided in Section 2.01 hereinabove, all restrictions, conditions, covenants, easements, reservations, liens, Charges, rights and powers created or reserved by this character hereby created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants appurtenant to and running with the land, and shall be binding upon and inure to the benefit of any person having at any time an interest or estate in the Property or any portion of a Duplex Residence Lot. The foregoing shall apply whether or not the deed of conveyance or other instrument (such as, by way of example, Articles of Agreement for Deed) through which such person claims an interest or estate, makes reference to this Declaration, in like manner as though the provisions of the Declaration were recited and stipulated in full on each such deed of conveyance or other instrument. All Deeds of conveyance, trust deeds and other instruments that create or memorialize an interest or estate in the Property or any Duplex Lot or portion thereof including, without limitation, those that create mortgage or lien interests, shall, regardless

of whether such instruments refer to this Declaration, be subject to the provisions contained herein as fully and completely as if this Declaration were set forth in its entirety therein.

2.5. Subsequent Conveyances. Once a Duplex Residence Lot has been conveyed by the Declarant to a bona fide purchaser for value, any subsequent conveyance or transfer of ownership of such Duplex Residence Lot shall be of the entire Duplex Residence Lot, and there shall be no conveyance or transfer of or subdivision any other portion of any Duplex Residence Lot.

ARTICLE III

ADMINISTRATION

3.1. Association. Declarant shall, prior to the Turnover Date, cause to be incorporated a not-for-profit corporation under amended, to be called the "West Cal Homeowners Association", which corporation shall be the governing body for all the Owners as provided herein. Every Owner shall be a member of the Association. There will be one membership per Duplex Residence Lot. Membership shall be appurtenant to and may not be separated from ownership of a Duplex Residence Lot. Ownership of a Duplex Residence Lot shall be the sole qualification for membership. Membership shall automatically terminate upon the sale, transfer or other disposition by such Owner of his or her Duplex Residence Lot, at which time the new Owner shall automatically become a member therein. The Association shall be given written notice of the change of ownership of a Duplex Residence Lot at least ten (10) days before such change of ownership.

3.2. Board of Directors. The direction and administration of the Association shall be vested in its Board of Directors elected in the manner hereinafter provided. Board members may serve consecutive terms without limitation. Subject to the right of the Declarant to designate Board members prior to the Turnover Date, each member of the Board shall be one of the Owners or a spouse of an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, any partner or other designated agent of such trust or manager of such legal entity, shall be eligible to serve as a member of the Board.

3.3. Voting Rights. There shall be one person (and only one person) with respect to each Duplex Residence Lot who shall be entitled to vote at any meeting of the Owners. Such person shall be known and hereinafter referred to as a "**Voting Member.**" Such Voting Member may be the Owner or one of the group comprising all the Owners of a Duplex Residence Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group, when acting unanimously) may vote

or take any other action as a Voting member either in person or by proxy. Declarant shall be the Voting Member with respect to any and all Duplex Residence Lots owned by the Declarant.

See 3.3 amendment and recording document at end (December 29, 2011)

3.4. Meetings. (a) Meetings of the Voting Members shall be held at such location on the Property or at such other place in Calcasieu Parish, Louisiana, as may be designated in any notice of a meeting. At any meeting of the Voting Members, the presence in person or by proxy of the Voting Members of at least thirty percent (30%) of the Duplex Residence Lots shall constitute a quorum. Except as otherwise required by the terms of this Declaration, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present in person or by proxy.

(b) The initial meeting of the Voting Members shall be held on or before ninety (90) days following the Turnover Date, upon at least ten (10) days' prior written notice given by the Declarant. Thereafter, there shall be an annual meeting of the Voting Members on the third Thursday of May following such initial meeting, and on the third Thursday of May of each year thereafter, or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special meeting of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice authorized by a majority of the Board or by one-fifth (1/5) of the voting members and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.5. Notice of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for purpose of service of such notice, or to the owner of the Duplex Residence Lot with respect to which such voting right pertains, if no address has been given to the Board.

3.6. Board of Directors. (a) At their initial meeting after turnover, the Voting Members shall elect a full three-member Board. In all elections for members of the Board, each Voting Member shall be entitled to cast the number of votes equal to the number of Board members to be elected. Cumulative voting will not be permitted. The three (3) candidates receiving the highest number of votes shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting three (3) Board members shall be elected. The person receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of three (3) years, the person receiving the next highest number of votes shall be elected to the

Board for a term of two (2) years and the person receiving the third highest number of

votes shall be elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members elected at the first annual meeting, and thereafter, successors shall be elected for a term of three (3) years each. The Voting Members for at least two-thirds (2/3) of the number of Duplex Residence Lots may from time to time increase or decrease such number of persons of the Board or may increase or decrease the term of office of board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting members for at least two-thirds (2/3) of the number of Duplex Residence Lots. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by a determination of the Voting Members present at the next annual meeting. Prior to said next annual meeting, said vacancy shall be filled by an appointment made by a majority vote of the remaining members of the Board. Except as otherwise provided in this Declaration, the Association shall be managed by the Board and the Board shall act by a majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt. A majority of the total number of members of the Board shall constitute a quorum.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be chief executive officer of the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account and who shall, in general, perform all the duties incident to the office of Treasurer; and such additional officers as the Board shall see fit to elect.

(c) Any Board member elected by the Voting Members may be removed from office by affirmative vote of the Voting Members for at least two-thirds (2/3) of the number of Duplex Residence Lots at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members present at the next annual meeting. Prior to said next annual meeting, said vacancy shall be filled by an appointment made by a majority vote of the remaining members of the Board.

3.7. General Powers of the Board. The Board shall have such power as shall be necessary and appropriate to authorize, supervise and direct the performance by or on behalf of the Association of the various duties and obligations imposed on the Association in this Declaration. Without limiting the generality of the foregoing, the board shall be responsible for and have the power and authority to purchase and pay for such materials, supplies, labor, service and the like as it deems necessary in order to fulfill its obligations under this Declaration.

3.8. Execution of Instruments. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer of officers, agent or agents of the Association and in such manner as from time to time shall be

determined by written resolution of the Board. In the absence of such determination by the board, such documents shall be signed by the President and countersigned by either the Secretary or the Treasurer of the Association.

3.9. Adoption of Rules and Regulations. The Board, without approval from any of the Voting Members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the use, maintenance, conservation and beautification of the Property, including, without limitation, the Landscape Area. The initial rules and regulations are set forth herein. Written notice of such rules and regulations shall be given to all Owners. After the turnover date, If within thirty (30) days from the date of written notice to the Owners of the adoption of any such rule and regulation, the Voting Members for at least one-fourth (1/4) of the Owners shall file with the Board a written objection thereto, then such rule and regulation shall be deemed rescinded until approved by the Voting Members for at least three-fifths (3/5) of the Owners.

3.10. Board Member and Officer Liability. Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment of any acts or omissions of any nature which such Board members or officers take or fail to take as Board members and/or officers, except with respect to acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each Board member and Association officer, along with their respective heirs, executors or administrators, against all contractual and other liability arising out of contracts made by or other acts taken by them on behalf of the Owners or the Association, or arising out of their status as Board members or officers, unless such contract or act shall have been entered into or taken criminally, fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, without limitation, attorney's fees and costs, judgments paid and settlements paid) actually and reasonably incurred in connection with defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such Board member or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such board member or officer. It is intended that the foregoing indemnification shall be coextensive with the broadest indemnification permitted under the Louisiana general Not-For-Profit Corporation Act, as amended from time to time.

Agreements made by the Association or the Declarant on behalf of the Owners may provide that the officers of the Association, members of the Board or the Declarant, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability shall be limited to such proportion of the total liability as the number of Duplex Residence Lots owned by such Owner bears to the aggregate numbers of Duplex Residence Lots.

3.11. Managing Agent. The Association may engage a managing agent and pay such agent a reasonable fee for its services. Any such agency shall be reflected in a written agreement between the Association and the agent and be for a term of not more than one year and be terminable by the Association for cause.

3.12. **Initial Control of Association**. Until the Turnover Date, the first Board and all subsequent Boards shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may but need not be Owners. Declarant's rights under this Section to designate the members of the board shall terminate on the Turnover Date. For purposes of this Declaration, the Turnover Date shall be the first to occur of (i) the giving of written notice by Declarant to each Owner of Declarant's election to terminate its rights; or(ii) immediately following consummation of the sale of the eighteenth (18th) Duplex Residence Lot. From and after the Turnover Date, the Board shall be constituted and elected as provided in Sections 3.02 through 3.06.

3.13. Declarant's Rights During Initial Development Period. The Declarant shall have the right and power to execute all necessary documents and perform all acts which in the Declarant's opinion are necessary in connection with the exercise of its rights under this Declaration. All rights which are specified in this Declaration to be rights of the Declarant (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of the Declarant hereunder.

3.14. **Rent**. The Board shall have the authority to establish minimum rent by each duplex lot owner to be charged so as to maintain the value of the duplex residences.

ARTICLE IV

DUTIES, OBLIGATIONS AND RESTRICTIONS

4.1. Maintenance of Landscape Area, Streets, Roads and Easements. The Landscape Area shall be regularly mowed and maintained by the Association of all the street, roads, parking areas and easements shall also be maintained by the association.

4.2. **Insurance**. (a) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons and property damage, in such amounts as it shall deem desirable, but for not less than \$1,000,000 per occurrence, and workers compensation insurance and other liability insurance as it may deem desirable, insuring (as their interests may appear) the Association, the Board, each Owner, the Declarant, the Declarant's beneficiaries, the managing agent, if any, and their respective officials, officers, employees and agents from liability resulting from any occurrence on or in connection with the performance of any duty or responsibility of the Association. The Board may, in its discretion, obtain any other insurance which it deems desirable including, without limitation, insurance covering the Board members and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 3.10. Such insurance coverage shall include cross-liability claims of one or more insured parties.

(b) Fidelity bonds indemnifying the Association, the Board, the Owners and any managing agent for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Board shall deem desirable.

(c) The premiums for any insurance coverage obtained under this Section shall be Community Expenses.

(d) The Owner of a Duplex Residence Lot shall maintain fire and extended liability insurance with respect to the same. Said Owner shall be responsible for the payment of the premiums therefore. Said insurance coverage shall insure the replacement cost (with a maximum deductible of \$5000.00 of the improvements on the Duplex Residence Lot, and the liability coverage shall have limits reasonable approved by the Association. The Association shall be named as an additional insured on said insurance coverage, and the Association's address for purposes of the same shall be the address of the managing agent. Said insurance coverage may not be terminated without at least ten (10) days prior written notice to the managing agent.

4.3. Damage Caused by Owner. If due to the act or omission of any Owner, or the household pet, guest or other occupant or invitee of such Owner, damage shall be caused to the Landscape Area, or any Duplex Residence Lot, and as a result thereof maintenance, repairs or replacements shall be required, which would otherwise be a Community Expense, then such owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, to the extent not covered by insurance carried by the Association. In the event such damage is covered by insurance carried by the Association then, unless a resolution to the contrary is adopted by the affirmative vote of at least seventy-five percent (75%) of the Voting Members, the damage shall be repaired, replaced or reconstructed and the insurance proceeds used, first, to pay for cost thereof, and any excess thereafter used to pay the Community Expenses. Any deficiency shall remain the responsibility of the Owner whose act or omission caused the damage.

4.4. Waiver of Subrogation. The Association and each Owner hereby waive and release any and all claims which it, he or she may have against any Owner, including relatives of the Owner, the Association, its Board members and officers, the Declarant, the Declarant's beneficiaries, the managing agent, if any, and their respective employees and agents for damage to the landscape Area, any Duplex Lot, or any property located on any Duplex Lot to the extent that such damage is covered by fire or other forms of casualty insurance and to the extent that this release is permitted under policies for such insurance. To the extent possible, all insurance policies purchased by the Board shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of the Owner, the Association, its directors' and officers', the Declarant, the Declarant's beneficiary, the managing agent, if any, and their respective employees and agents.

4.5. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the

Landscape Area, the roads and servitudes which are established for the use and benefit of the duplex owners to or for any general public use or purpose whatsoever.

ARTICLE VI

DESTRUCTION BY FIRE OR CASUALTY

6.01 Destruction by Fire or Casualty. In the event any improvement of a Duplex Residence Lot shall be damaged or destroyed by fire or other casualty, the Owner or Owners of any such Duplex Residence Lot shall rebuild such improvement of the Duplex Residence Lot. The Owner or Owners from time to time of any such Duplex Residence Lot hereby covenant and agree that they will, within a reasonable time after such destruction, repair or rebuild and abide by ordinances regulating the construction of buildings or improvements in force at the time of such repair or reconstruction, as well as the terms of Article VIII hereof. The improvement of a Duplex Residence Lot, when rebuilt, shall be substantially similar in design, color and material as the improvement, which was damaged or destroyed.

ARTICLE VII

ASSESSMENTS. RESERVE FUND. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

7.1. Purpose of Assessments. The assessments levied shall be exclusively for the purpose of defraying Association Expenses and accumulating reserves to defray any extraordinary Association Expenses.

7.2. Homeowners Association Assessment. Each year on or before December 1st, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year. Such budget shall show the following with responsible explanations and itemizations:

- (a) the estimated Association Expenses;
- (b) the estimated amount, if any, required to maintain adequate reserves for extraordinary Association Expenses;
- (c) the estimated net excess funds, if any, from the current year's assessments;
- (d) the amount of the Association Assessments payable with respect to the ensuing year by each Owner, which amount is defined as the amount determined in (a) above plus the amount determined in (b) above minus the amount determined in (c) above; and
- (e) that portion of the Association Assessments which shall be payable each quarter by the Owner of each Duplex Residence Lot. All Association Assessments shall be paid by Duplex

Residence Lot Owners in quarterly installments due within thirty (30) days of the issuance of a statement for the same.

All Association Expenses shall be allocated to the Duplex Residence Lots in equal shares.

7.3. Report of Expenditures. On or before April first of each calendar year the Board shall supply to all Owners an itemized accounting of the Association Expenses actually incurred and paid with respect to the preceding calendar year together with a tabulation of the amounts collected by way of Association Assessments. Such accounting shall set forth overages or shortages as well as the amount of any reserves.

7.4. Revised Assessment. If the Association Assessments prove inadequate for any reason (including, without limitation, the non-payment of any Owner's assessment) or exceed the funds reasonable needed, the Board may increase or decrease the assessments payable under Section 7.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the next payable assessment; provided, however, in no event shall quarterly Association Assessments increase more than fifteen percent (15%) in any calendar year without the approval of the least fifty percent (50%) of the Owners.

7.5. Special Assessment. The Board may levy a special assessment as hereinafter provided (i) to pay (or build up reserves to pay) expenses other than Association Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to cover an unanticipated deficit under the prior year's budget. No special assessment shall be adopted without the affirmative vote of at least two-thirds (2/3) of the Voting Members who cast their votes on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefore in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board.

7.6. Assessments During Initial Development Period. Anything herein to the contrary notwithstanding, until the Turnover Date (the "**Development Period**"), the following assessment procedure shall apply:

(a) Declarant's Obligation. During the Development Period, the Declarant shall not be obligated to pay any amounts to the Association as a Association Assessment except as provided in this Section. For each calendar year (or portion thereof) during the Initial Development Period, the Declarant shall pay to the Association the aggregate excess, if any, of the Association Expenses incurred and paid during such calendar year over the aggregate amounts assessed to the Owners for use by the Association for the payment of Association Expenses under Subsection (b) hereof during such calendar year, which assessments shall be calculated on the basis of an annual budget of anticipated Association Expenses prepared by Declarant in accordance with the requirements of Section 7.02. The Declarant shall make such payments to the Association as needed during such period and a final accounting shall be made between Declarant and the Association within one hundred twenty (120) days after the end of each such calendar year.

(b) Application of Assessments. Each quarter each Owner shall pay as his or her Association Assessment the amount determined under Section 7.06 (a), which payments shall be used by the Association to pay the Association Expenses. An Owner shall only be liable for a pro rata portion of the Community Assessment in the event Declarant conveys a Duplex Residence Lot to an Owner following the commencement of a quarter.

7.7. Payment of Assessments. Assessments levied by the Association shall be collected from each Owner by the Association, and shall be a lien on the Owner's Duplex Residence Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Sections 7.09 and 7.10.

7.8. Maintenance of Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenses for which it is responsible, specifying and itemizing the maintenance and repair expenses as well as any other expenses incurred. Such records and vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times, during normal business hours, as may be requested by the Owner. The Board will cause each Owner to be notified of any expenditures of the Association with respect to which such owner shall be entitled to take a deduction for income tax purposes and the amount of the deduction to which such owner is entitled. The Board shall also advise each Owner's tax basis. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

7.9. Creation of Lien and Personal Obligation. The Declarant hereby covenants, and each Owner of a Duplex Residence Lot by acceptance of a deed therefor (whether or not it shall be so expressed in an such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges owed by such Owner. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon such Owner's Duplex residence Lot and also shall be the personal obligation of Owner of said Duplex Residence Lot at the time when the Charge becomes due. In the event that any Duplex Residence Lot is owned by more than one Owner, all Owners having an interest in said Duplex Residence Lot shall be jointly and severally liable for any Charge incurred with respect to such Duplex Residence Lot. Declarant hereby agrees that during the Initial Development Period, any amounts which become payable from the Declarant to the Association under Section 7.06 shall be a continuing lien against the Duplex Residence Lots owned by Declarant at the time that the payment becomes due. The Association shall collect from each Owner all Charges payable by such Owner under this Declaration, and the lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association in the same

manner as provided for mortgage foreclosures under the Louisiana Mortgage Foreclosure laws, as amended from time to time.

7.10. Non-Payment of Charges. Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for five (5) days or more shall bear interest from the due date to the date when paid at the lesser of twelve percent (12%) per annum or the maximum legal general interest rate permitted by Louisiana law. Additionally, any Charge not paid within fifteen (15) days of when due shall be subject to a Ten Dollar (\$10.00) late fee unless said Charge has been deposited in the U.S. Mails and postmarked before the end of said fifteen (15) pay period. The Association may (i) bring an action against the Owner personally obligate to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within five (5) days of its due date.

7.11. Lien for Charges Subordinated to Mortgages. The Lien for Charges described in Section 6.09 shall be subordinate to the Mortgagee's mortgage on the Duplex Residence Lot if such mortgage was recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges described in Section 6.09 shall not be affected by any sale or transfer of a Duplex Residence Lot. Where title to a Duplex Residence Lot is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, in the event that any Charges for which a lien has been extinguished pursuant to the preceding sentence are subsequently reallocated among all Owners pursuant to a subsequently adopted quarterly or revised Association Assessment or special assessment, the transferee of such Duplex Residence Lot shall be personally liable for his or her allocable share of such reallocated charges, and the transferee's failure to pay such allocable share shall result in a lien against the transferee's Duplex Residence Lot as provided in this Article.

7.12. Self-Help by Board. In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of this Declaration, the Bylaws, or rules or regulations of the Board, whenever such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Property with respect to which the violation or breach exists to remove or rectify the violation or breach.

7.13. Other Remedies. In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder may be by proceeding at law or in equity by the Association against any person or persons violating or attempting to violate any such provision either to restrain such violation, require performance, recover sums due or payable, or recover damages, any/or against the land to enforce any lien created hereunder; and failure by the

Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.14. Costs and Expenses. All costs and expenses incurred by the Board in connection with any action, proceeding or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorney's fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon as provided in Section 7.10, shall be charged to and assessed against the defaulting Owner and the Association shall have a lien for the same upon his or her Duplex Residence Lot as provided in Section 7.09.

7.15. Enforcement by Owners. Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by the Association, the Declarant or any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against any Duplex Residence Lot to enforce any lien created hereunder; provided, however, that prior to instituting any legal proceeding, the aggrieved Owner shall notify the Association of such dispute. If the Association does not resolve said dispute within thirty (30) days after such notice, then the aggrieved Owner may pursue his or her rights under this Section 7.15.

ARTICLE VIII

IMPROVEMENTS ON

PROPERTY

The landscaping and improvements on the Duplex Residence Lots and modifications to the same shall conform with the criteria and shall be maintained in accordance with the rules and procedures set forth herein; provided, however, in no event shall any change be made to the exterior color or exterior materials of any improvement of a Duplex Residence Lot.

ARTICLE IX

RULES AND REGULATIONS

9.1 General Rules

- A. No accessory building (including, without limitation, storage sheds) are permitted.
- B. No outside parking or storage of trucks (larger than one ton) is permitted.
- C. No outside storage of vehicles, boats, R.V.'s, or trailers is permitted. (Temporary parking may be allowed not to exceed one week).

- D. Each Duplex Residence Lot and the exterior of each Duplex Residence shall be maintained by its Owner in a clean, orderly and safe fashion. This requirement shall include, but shall not necessarily be limited to, maintenance of the entire exterior facade of each Duplex Residence (including, but not limited to, its roof), each driveway and landscaping.
- E. No Satellite reception dishes, permanent attachments or other antenna-like structures of any kind of character whatsoever shall be made, erected, permitted or maintained upon any Duplex Residence Lot, except as shall have been authorized in writing by the Association.
- F. Flagpoles are prohibited.
- G. Air conditioning condensers and other mechanical equipment are not permitted in the front yard of any residence and, therefore, must be in side or rear yards, hidden from view.
- H. No dog run or kennels may be erected.
- I. All pets shall be restrained and shall not be allowed to roam.
- J. Neither fencing nor walls (not forming a structural portion of a Duplex Residence) shall be permitted on a Duplex Residence Lot.

Duplex Lot and Duplex Residence Lot Maintenance Rules

- K. If landscaped, each Duplex Residence Lot shall be landscaped with sod, foundation plantings, trees and shrubs approved by the Association.
- L. The Owner of each Duplex Residence Lot shall maintain a paved driveway to service the residence constructed thereon.
- M. The Owner of each Duplex Residence Lot shall maintain the roof and all exterior portions on the residence constructed thereon, using materials and colors approved by the Association, subject to the provisions of Article VIII of the Declaration.

Signage Rules

- N. No sign of any kind shall be displayed in public view on or from any part of any Duplex Residence Lot without the prior written consent of the Association; provided, however, that (i) written consent shall not be unreasonably withheld as to a "For Sale" sign erected by an Owner, (ii) Declarant or its nominee may cause to be erected one sign on each Duplex Residence Lot not to exceed two feet (2') by

three feet (3'), and (iii) the Declarant or its nominee shall be entitled to maintain such advertising signs on the Property as it deems necessary to promote the development of the sale of Duplex Residence Lots and the residences thereon.

ARTICLE X

ARCHITECTURAL REVIEW

PROCESS

10.1 Pre-Application: In the event an Owner shall desire to modify the exterior appearance of a residence, whether by making structural changes to the facade or otherwise, it shall be the responsibility of the Duplex Residence Lot Owner to acquaint the Owner's building team with an Architectural Review Committee appointed by the Board of Directors of the Association and the requirements and procedures set forth herein.

The City of Westlake has jurisdiction over the Property. It should be contacted at the beginning of the design process to insure compliance with its requirements. Compliance with all governmental regulations is the obligation of the Duplex Residence Lot Owner.

10.2 Preliminary Design Review: A meeting to review preliminary design sketches may be arranged at the option of the Duplex Residence Lot Owner or his agent by contacting the Architectural Review Committee. The Committee will review with the Owner or agent his design approach to confirm in general the intent to follow the design guidelines set forth herein and the appropriateness of the design concept. A site plan showing existing grades, property lines, setbacks and residence location should be reviewed at this time. The Duplex Residence Lot Owner may elect to waive the preliminary review and go directly to final plan submittal.

10.3 Application of Architectural Review: The Architectural Review Committee will review the following:

1. Architectural design plans and specifications;
2. Grading plans and specifications;
3. Landscape plans and specifications;
4. Tree preservation plan (if necessary);
5. Any other plans and documents reasonably required by the Architectural Review Committee.

Architectural Review Committee approval is required before applying for a building permit with the City of Westlake, if a building permit shall be required.

The Architectural Review Committee shall approve or disapprove the submitted material as soon as practical. Such action shall be taken within thirty (30) days after all the required material has been delivered and all fees paid to the Committee.

If the Architectural Review Committee disapproves of all or any part of the application 'or if the Architectural Review Committee requires changes in the application, it shall within

thirty (30) days respond to the information submitted as to the reasons for disapproval or required changes. The decision of the Architectural Review Committee shall be conclusive and binding on the applicant. Upon approval, the Architectural Review Committee shall submit a written confirmation to the Duplex Residence Lot Owner indicating its approval. In the even the plans are not initially approved, the Duplex Residence lot Owner may submit revisions at no additional charge.

Upon the receipt of the plans and the review fee, the Architectural Review Committee shall identify trees to be saved, if any, and confirm the location of the residence in the field.

During construction, the contractor shall provide erosion control so that adjoining common areas, Duplex Lots, and public rights-of-way are protected.

A construction schedule shall be provided by the Duplex Residence Lot Owner to the Architectural Review Committee.

10.4 Design Criteria

It is desirable for the Duplex Residence Lots to exhibit the individuality of their owners as well as the characteristics of the selected architectural style. But it is also important that they observe the following basic design principles inherent in good architecture:

1. Modifications to a residence shall be made with a minimum disruption to the natural topography and landscape.
2. The various building materials shall be substantially similar as those used for the existing residence.
3. Colors shall be the same as those used for the existing residence.
4. A consistent scale shall be used throughout the design of the residence.
5. Each element of the residence shall be designed in proportion to the others elements.

10.5 Architectural Styles

The architectural style and design elements of any modification to a residence shall be consistent with the existing residence.

10.6 Exterior Lighting

Exterior landscape lighting must not infringe upon or disturb adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures and should be as close to grade as possible. All exterior lighting must be approved by the Architectural Review Committee prior to installation.

10.7 Solar Energy

The application of the principles of solar design should be carefully considered in the planning and construction of all residences in the community.

Solar collectors must be aesthetically integrated into the design forms when exposed to view and must be hidden from view whenever possible. Solar collector panels should be racked at the same pitch as the roof and detailed to be as unobstructive as possible. All solar equipment shall be as unobstructive as possible. All solar equipment must be screened from adjacent views in a manner acceptable to the Architectural Review Committee.

10.8 Above Ground Pools, Therapy Pools, Spas

NO above ground or in ground pools and/or spas are permitted on Duplex Residence Lots.

10.9 Landscape

The Architectural Review Committee has the authority to approve or disapprove landscape plans for individual Duplex Residence Lots.

The Architectural Review Committee may recommend various plant types to be used in the landscape plans. Landscaping shall be completed by the Duplex Residence Lot Owner within a period of the first growing season subsequent to completion of the residence modifications.

10.10 Easements

Landscaping and the building of driveways or fencing within sewer, water and storm easements is permissible, but any cost associated with the removal of such features is the responsibility of the Duplex Residence Lot Owner.

ARTICLE XI

EASEMENTS

11.1. Those utility servitudes as shown on the subdivision plat are dedicated for the public for uses as may be necessary. The access easement shown on the subdivision plat are reserved for mutual enjoyment of the owners and their guests, permittees, successors and assigns. These servitudes are not dedicated to the public.

11.2. To the extent that there are service lines to the various duplexes across the lots, these service easements are to remain in effect for the purposes granted.

ARTICLE XII

GENERAL PROVISIONS

12.1. Declarant Responsibility Prior to Association. Until such time as the Association is formed, the Declarant may exercise any of the powers, rights, duties and functions of the Association and shall be responsible for all obligations and responsibilities of the Board hereunder.

12.2. Mortgagee Entitlement to Notices. Upon written request to the Board, any Mortgagee shall be entitled to be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Duplex Residence Lot is subject to such mortgage or trust deed.

12.3. Notice Requirements. Notices provided for in this Declaration shall be in writing, and shall be addressed to the Board in care of the President of the Association, or to any Owner, as the case may be, at such person's last known address as it then appears on the records of the Association. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notice to him by given written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox or at the door of the improvements on his Duplex Residence Lot.

12.4. Delivery of Notices. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the courts wherein the estate of such deceased Owner is being administered.

12.5. No Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12.6. Modification of Declaration. The provisions of Article II, Article VII and this Section 12.6 may be amended, modified or rescinded by a written instrument setting forth such amendment, modification or rescission, signed and acknowledged by the Board, all the Owners and all mortgagees having bona fide liens of record against any Duplex Residence Lot. Other provisions of this Declaration may be amended, modified or rescinded by an instrument in writing setting forth such amendment, modification or rescission, signed and acknowledged by the Board and the Owners of at least seventy-five percent (75%) of the Duplex Residence Lots and containing an affidavit by an officer of the association certifying that a copy of the amendment, modification or rescission has been

mailed by certified mail to all mortgagees having bona fide liens of record against any Duplex Residence Lot, not less than ten (10) days prior to the date of such affidavit.

12.7. Invalidity of Covenant. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity or enforceability of the rest of this Declaration.

12.8. Unlawful Covenants. If any of the options, privileges or covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Governor of the State of Louisiana, and the incumbent President of the United States of America.

12.9. Responsibility of Trust Beneficiaries. In the event title to any Duplex Residence Lot is conveyed by Declarant to a land title-holding trust, under the terms of which all powers of management, operation and control of the Duplex Residence Lot remain vested in the trust beneficiary or beneficiaries, then the Duplex Residence Lot under such trust and the beneficiaries there under from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertaking chargeable or created under this Declaration against such Duplex Residence Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Duplex Residence Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Duplex Residence Lot.

12.10. Disputes. In the event of any dispute or disagreements between any Owners, or any question or interpretation or application of the provisions of this Declaration, the determination thereof by the Board shall be final and binding upon said Owners.

12.11. Enforcement. This Declaration and the covenants and restrictions contained herein may be enforced by the Declarant, the Association and any other person or entity authorized herein to enforce them or for whose benefit they are created. Enforcement of this Declaration and the various covenants and restrictions therein contained may be sought by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, to compel affirmative action or to recover damages, and against the land to enforce any lien created by this Declaration. All expenses incurred by any party so enforcing this Declaration, including court costs and attorney fees and costs, shall be borne by the party against whom the enforcement proceedings are successfully maintained.

12.12. Recordation of Declaration. This Declaration shall be recorded with the Clerk of Court of Calcasieu Parish, Louisiana and all contracts and deeds of conveyance relating to the Property or any part thereof shall be subject to the provisions of this Declaration.

IN WITNESS WHEREOF, Appearer, in the presence of the undersigned competent witnesses has executed this agreement as of this _____ day of _____ 20__.

WITNESSES:

West Cal Properties, LLC

[Print Witness Name]

[Print Witness Name]

By: Board Members

NOTARY PUBLIC

Printed Name : _____

__ NotaryID# _____

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 THROUGH 18 OF WEST CAL PATIO HOMES AND THE COMMON AREA AS SHOWN ON THAT SUBDIVISION PLAT RECORDED UNDER CLERKS FILE NUMBER 3032150 AND IN MISCELLANEOUS BOOK 28 PAGE 310 OF THE RECORDS OF CALCSIEU PARISH, LOUISIANA.