

# Lafayette Parish Recording Page

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Clerk of Court  
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**First VENDOR**

VENUS PROPERTIES LLC

**First VENDEE**

VENUS PROPERTIES LLC

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### Recorded Information

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ACT OF DEDICATION AND DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SUMMERWIND SUBDIVISION

BE IT KNOWN, that on this 7<sup>th</sup> day of March, 2017, before me, Philip H.

Boudreaux, a duly commissioned and qualified Notary Public in and for Lafayette Parish, Louisiana, personally came and appeared:

**VENUS PROPERTIES, L.L.C.**, a Louisiana limited liability company, domiciled in the State of Louisiana, represented herein by Patrick L. Colvin, its duly authorized Member as per the Articles of Organization dated February 5, 2004, whose mailing address is 151 Industrial Parkway, Lafayette, LA 70508;

(hereinafter referred to as "Appearer"), who declared as follows:

**WHEREAS**, Venus Properties, L.L.C. is the sole owner of certain property in the City of Lafayette, Parish of Lafayette, State of Louisiana, and which property is more particularly described as follows, to-wit:

That certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, situated in Sections 71 & 72, Township 10 South, Range 4 East, Lafayette Parish, Louisiana, being known and designated as TRACT 2-A (0.63 ACRES), TRACT 3-A (4.31 ACRES) and TRACT 4-A (5.21 ACRES), said tracts having a frontage on Robley Drive with the dimensions, boundaries, shape, form, location and configurations as shown on that certain plat of survey dated November 23, 2015, prepared by Montagnet and Domingue, Inc., recorded under Entry No. 2015-48770 of the records of the Lafayette Parish Clerk of Court's Office. (the "Property")

**WHEREAS**, Appearer reserves all of the oil, gas and other minerals lying in, on or under the above described Property, including the Common Areas, provided that the surface shall not be used for drilling purposes.

**WHEREAS**, Appearer desires to subdivide the Property herein above described and dedicate certain easements having the width and dimensions as shown on the hereinafter described plat of

survey and to lay out the said Property into lots for the purpose of offering the same for sale to the public and, for this purpose, has caused said Property to be surveyed and divided into 50 lots, private road, retention pond, common areas and utility easements as more fully shown by that plat of survey prepared by A. E. Montagnet, attached hereto, and which has been furnished to the Assessor of the Parish of Lafayette, Louisiana.

**WHEREAS**, Appearer further declared that the Property consisting of 50 residential lots, Common Areas and Retention Pond, as shown on the aforesaid plat of survey shall be known and designated as Summerwind, a subdivision of the City of Lafayette, Parish of Lafayette, Louisiana, having the locations, dimensions and boundaries as are shown on the aforesaid plat of survey (the "Development").

**WHEREAS**, it is deemed to be in the best interest of Appearer and any other persons who may purchase property in Summerwind that there be established and maintained a uniform plan for the improvements and development of Summerwind as a restricted residential use subdivision of the highest quality.

**NOW, THEREFORE**, Appearer hereby declares that all of the properties described above, not exempted or excluded herein below shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Appearer further declared that the restrictive covenants and conditions hereinafter set forth shall apply to all 50 lots in the development.

There is hereby established, as a private street, Lemon Grass Lane, located on the above referenced plat of survey and Appearer reserves all mineral rights in and to said street, perpetually,

without any surface rights whatsoever.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Summerwind Homeowners Association, Inc., a Louisiana Non-Profit Corporation its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner or owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the development, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean the areas of land designated "Common Area", the "Detention Ponds", and the private street designated and located on said plat above referenced. Appearer shall remain the owner of the Common Areas, with power to transfer, until officially transferred to the Association.

Section 5. "Lot" shall mean and refer to any one of the 50 lots of land located on the development shown upon the subdivision plat, together with all improvements thereon, with the exception of the Common Areas, Detention Ponds, private road, and subject to utility easements..

Section 6. "Appearer" shall mean and refer to Venus Properties, L.L.C., its successors and assigns.

## ARTICLE II

### PROPERTY RIGHTS

**Section 1. Estates.** Appearer, in order to establish a plan of individual ownership for the above described property and improvements, hereby covenants and agrees that it hereby divides said real property into the following separate estates:

(a) **Residential Units.** The Fifty (50) designated and legally described lots, consisting of the real property and all improvements situated thereon, as shown on the subdivision plat and referred to herein as "Summerwind".

(b) **Common Areas.** The portions of the real property described and referred to herein and on the attached Plat of Survey as the "Common Area", and shall include "Private Drainage and Detention Pond" Easement, the private streets, lighting, landscaping, gates and subdivision signs, and shall include the real property and all improvements situated thereon, in and upon the real property not included in the lots located on the "Property" and described on the subdivision plat (collectively, the "Common Area").

**Section 2. Ownership of Common Areas.** For the purpose of this Declaration the Common Areas, Detention Ponds and Private Streets, shall be owned by the Association, its successors and assigns at such time as Appearer transfers them to the Association. The Common Areas are hereby reserved for the exclusive use of the Owners, their immediate families and guests, for ingress and egress to and from the residential units and for recreational and utility purposes only, and an easement (non-exclusive as among said permitted users) is hereby granted for such purpose provided that such uses shall be subject to the restrictions contained herein and any and all rules and regulations from time to time promulgated by the Association. The right to use the Common Area is not severable from the ownership of a residential unit, voluntarily or involuntarily, and shall automatically pass upon transfer of title to a residential unit or lot, with or without specific reference to the transfer of such right in any document transferring title to a residential unit or lot.

Notwithstanding the provisions contained herein, an owner may designate a lessee occupying the improvements on any lot as the party entitled to use the Common Area, provided that upon such designation, such owner shall not have the right to use such Common Area, and no such designation shall remove the owner from such owner's obligations as provided for herein.

After Appearer transfers the Common Area to the Association, the Common Area shall not be transferred or encumbered by the Association without the prior approval of all holders of recorded first mortgage liens covering any residential units, except, however, that the Appearer, its successors or assigns, shall be entitled, at any time, and without the consent of any Owner, to grant easements to utility companies or any municipal utility district for utility purposes, in, along, across, under and over all or any portion of the property.

Section 3. Servitude for Repairs and Maintenance. There is hereby granted to each owner, a servitude over and across the lot adjacent to each lot on the side of the residence structure, between each residence structure, for use by the owner for maintenance, repair, or inspection of the residence and/or location of the electric meter and panel.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot in the development shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Appearer, and shall be entitled to one vote for each lot owned.

When more than one person holds an interest in any lot, all such

persons shall be members. The vote for such lot shall be exercised as they determine but in no event shall more than one vote be cast with respect to any lot.

Class B. Appearer is the Class B member and shall be entitled to seven (7) votes for each lot owned by Appearer. The Class B membership shall cease on the happening of either of the following events, whichever occurs earlier.

(a) When the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership, or (b) The 4th anniversary date of this Declaration.

(b) Only Owners are allowed to speak at Association meetings.

Section 3. The owners of the lands in the Development shall annually elect a Board of five Directors to govern and manage the business of the Association, and a President to accomplish the directions of the Board of Directors, and a Secretary-Treasurer to record and keep and certify the minutes of meetings, resolutions, and other actions of the Board. Directors and officers shall be lot owners at the time of their election.

#### ARTICLE IV

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Appearer, for each lot owned within the Development, hereby covenants, and each Owner of any lot by acceptance of a sale therefor, or other transfer, or acquisition by inheritance whether or not it shall be so expressed in such act, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, payable monthly, and 2) special assessments for capital improvements and

repair, such assessments to be established and collected as hereinafter provided. The annual and special assessments, if not paid as provided herein, together with interest, costs, and reasonable attorney's fees, shall be a charge and encumbrance on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title by conventional sale unless expressly assumed by them, but any lien filed of record will continue to encumber the properties until canceled from the mortgage records of Lafayette Parish.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the recreation, health, safety and welfare of the residents in the Development and for the repairs, improvement and maintenance of the Common Area, including the Retention Ponds, lighting, landscaping, gates and private road and fencing.

Section 3. Maximum Annual Assessment. Until January 1, 2019, the maximum annual assessment shall be Fifty Dollars (\$50.00) per month for each improved lot, with such increases, from time to time as the Association deems necessary to maintain the Common Area, after due notice and vote of the members.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in



person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of Article IV shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments against each Owner shall be fixed at a uniform rate for all improved lots and may be collected on a monthly basis. Unimproved lots owned by Appearer will not be subject to any assessment. Unimproved lots owned by transferees and appearer may be assessed as determined by the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein on each lot shall commence upon the conveyance of said lot from the Appearer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Lien

Recorded: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may record one or more liens in the mortgage records of Lafayette Parish which shall designate the amount due for unpaid assessments, describe the property by lot number and designate the owner of record with the Association at time of assessment, which said lien be an encumbrance on the property described from time of recordation, and the Association may bring an action at law against the Owner or Owners personally obligated to pay the same, or foreclose the lien against the property. Interest, filing, recording, release and court costs and reasonable attorney's fees incurred in any such action shall be due by Owners and secured by the lien, over and above to the delinquent amount of such assessment or charge. Additionally, if the lot owner accrues an amount due and delinquent, equal to, or in excess of, six months of assessments, the Association may, after due written notice to the owner, discontinue sewer service to the property. Each such Owner, by his acceptance of title to a lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the debt by the lien or by any other methods available for the enforcement of such debts under Louisiana Law. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all lot owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to any mortgage recorded prior thereto. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a superior mortgage foreclosure shall extinguish the lien of such assessments to payments which became due

prior to such sale or transfer. No conventional sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien placed thereon.

#### ARTICLE V

#### ARCHITECTURAL CONTROL

No residence, building, fence, wall or other structure shall be commenced, erected, renovated or maintained upon the Development, nor shall any exterior addition to or change or alteration to any residence be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing to Patrick Colvin, Elizabeth Lark Colvin and Hart Littell as the Architectural Control Committee, who shall review the plans for harmony of external design and location in relation to surrounding structures and topography. In the event said committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, approval will be assumed and this Article will be deemed to have been fully complied with. When all lots are improved the Association shall name and appoint three new members for the committee and the duties of those named herein shall cease.

#### ARTICLE VI

#### MAINTENANCE AND REPAIRS

It shall be the duty, responsibility and obligation of each Owner at Owner's own cost and expense, to care for, maintain and repair the exterior and interior of each residence structure and improvements on that Owner's lot, and the fixtures, appliances, equipment and other appurtenances thereto on the Common Area which are appurtenant to each residential unit, if any. The Association shall have no duty or obligation to any Owner in this regard.

The Association, as a common expense of all Owners, and funded by the said assessments,

shall perpetually care for, maintain, keep in good repair, and replace those areas designated as the Common Area and all improvements on said Common Area and all parts thereof, including but not limited to, landscaping, lawns, parking areas, gates, mailboxes for the Association located on a Common Area, buildings, and each and all of the streets in the Development, and the Detention Ponds, and other improvements and any utility facilities owned, operated or controlled by the Association, and maintain and keep in good repair the private streets in the development.

If, after written notice of the Association to any Owner that maintenance, replacements or repair on a lot or residence is needed, and the Owner thereof does not accomplish such maintenance, replacement or repair to the association's approval, within sixty (60) days after such notice, sent to the owner's address on the books of the Association, the Association shall be empowered to perform or contract for the performance of such maintenance, replacement or repair and the resulting costs shall be added to and become a part of the assessment, debt and lien to which such lot and owner are subject.

The Association may, at the request of the Owner of a lot or as provided below, but in any event at the election of the Association, provide additional exterior maintenance upon any improvement as follows: paint, repair, replace and care for roof, gutters, down spouts, exterior building surfaces and other exterior improvements. The cost of such exterior maintenance as provided for in this Article shall be assessed against the lot and improvement upon which such maintenance is done and shall be added to and become part of the maintenance assessment or debt and / or lien to which such owner or lot or improvement is subject under Article IV hereof and, it may be secured by a recorded lien against the lot and constitute an obligation of the Owner and shall become due and payable in all respects as provided in Article IV hereof. The Association, when establishing the annual assessment against each lot for any assessment year as recorded under Article

IV hereof, may add thereto the exterior cost of the exterior maintenance for that year, but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

## ARTICLE VII

### USE RESTRICTIONS

The residential lots and the Common Area shall be occupied and used as follows:

**Section 1.** (a) Residential Use. No Owner shall occupy or use a lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private family residence for the owner or co-owner, his/her or their family, guests and tenants. No lot shall be used or occupied for any business, commercial, trade or professional purposes either apart from or in connection with the use thereof as a residence.

(b) No public sales of any kind may be conducted within the subdivision, including garage sales, yard sales, estate sales, sales of automobiles or other vehicles, motorcycles, boats, merchandise, furnishings or personal effects.

**Section 2. Obstruction of Common Area.** There shall be no obstruction of the Common Area, parking areas or other rights of way or easements. Nothing shall be stored in the Common Area or parking without the prior consent of the Board of Directors of the Association.

**Section 3. Insurance.** Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept in the Common Area which results in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be placed in the Common Area.

**Section 4. Nuisances:** No noxious or offensive activity shall be carried on upon any lot or

in the building thereon, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the Common Area. No vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by the Owners, their families, guest and invitees except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible.

No non-operative motor vehicles, boats, camper, trailers or other movables or vehicles not in operating or road-worthy condition, or other equipment or machines not relevant to the operation of a homesite shall be located, or kept on any property in the development for a time that exceeds three calendar days, and in default of this covenant/restriction the Home Owner's Association may proceed to remove any of said prohibited vehicles etc., at the cost of property owner, including any costs and reasonable legal fees incurred in enforcement of this provision, and a lien may be placed against the property that is involved in the default, and the owner shall be responsible for legal and recording and cancellation fees incurred in the enforcement of this provision.

Additional Noise Restrictions:

- A. No outside noise 10:00p.m. to 6:00a.m., 7 days a week.
- B. No cars, off road ATV vehicles or motorcycles with loud, disturbing, annoying or illegal mufflers.
- C. No outdoor gatherings in excess of 10 persons without prior approval.
- D. No boom boxes, music, to exceed legal decibels, that is loud, disturbing and annoying.
- E. No noise that occurs, that is annoyance to any homeowner or tenant at anytime, 24 hours a day, unless related to construction activity.

To provide for a clean and pleasant development, each owner/tenant of a property shall place all trash and/or garbage in the City/Parish collection containers and place on the curb weekly for each pick up time/date and all garage doors shall be kept closed except when necessary for ingress or egress, maintenance or legal, allowed activities on the property.

**Section 5. Temporary Structures.** No structures of a temporary character, trailer, basement, tent, shack, barn, servants quarters or other outbuildings shall be used on any lot at any time as a residence or other used structure be moved onto any lot. During the construction and sales period of the initial dwelling units, the builder may erect and maintain such structures as is customary in connection with such construction and sale of such property, including, but without limitation, business offices, storage areas, construction yards, signs, model units and sales offices.

**Section 6. Signs.** No sign of any kind shall be displayed to public view on any lot or Building except one sign of not more than five (5) square feet in area advertising the merits of the property for sale. During the construction and initial sales period of the dwelling units, the builder may use other signs and displays to advertise the merits of the property for sale or rent.

**Section 7. Oil and Mining Operations.** No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

**Section 8. Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, not to exceed a total of two (2) pets, may be kept provided that they shall not become a nuisance and are not kept, bred, or maintained for any re-sale or commercial purposes.

**Section 9. Garbage and Refuse Disposal.** No lot shall be used or maintained as a storage or

dumping ground for rubbish. Trash, garbage or other waste shall be kept closed in containers, screened by adequate planting or fencing so as to conceal the containers from public view. There is reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractor(s). All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. No debris for pickup shall be left on the curb more than 12 hours. All cans and containers for trash shall be removed and placed out of site from the curb within 12 hours of pickup.

Section 10. Sewage and Water. No sewage treatment system nor water well shall be permitted on any lot.

Section 11. Use of Common Area. No planting or gardening shall be done, on any residential lot, except in enclosed areas on a lot, and no fences, hedges or walls shall be erected or maintained upon the lots or the Common Area, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated architectural committee. Except for the right of ingress and egress and the right and easement of enjoyment and parking area as defined herein, the Owners are hereby prohibited and restricted from using any of the Development outside his/her property lines, except as maybe allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners, and any additions thereto, and is necessary for the protection of said Owners. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area, including, but not limited to, parking areas and walls, shall be taken by the Board of Directors or by its duly delegated representatives.

Section 12. Outside Antennas. Without prior written approval of the Board of Directors, no



exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Development, nor upon any structure situated upon the Development. If a satellite dish is used it shall be located where it cannot be seen from the first floor of other properties in the development or from the street.

Section 13. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

Section 14. Annoyance. No activity shall be carried on upon any lot or the Common Area which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Development as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance. Gatherings of people or parties in excess of ten (10) persons must be pre-approved by the Association.

Section 15. No mailboxes, flag poles, basketball goals, flags, exterior lighting, debris, trash cans, or anything other than landscaping is allowed on any front lot or side lot if visible from the street and must be approved by the Architectural Control Committee.

Section 16. House lettering or numbering, repainting with a different color, changing of roof type, of color, or altering the front elevation and altering or adding landscaping or decorating in any way is prohibited without approval of the Architectural Control Committee.

Section 17. All social gatherings, parties, etc. must be confined within the residence, or in rear yard of any lot. Use of the street or Common Area for such event must be pre- approved in

writing, as to size of the gathering and time of commencement and end by the Association.

**Section 18.**

(a.) Within six months of the acquisition of each property, the front yard of each residence, and such other areas as the homeowner deems appropriate, shall be planted/landscaped, at the expense of the property owner, and must be approved by the Architectural Control Committee, with suitable plant materials and bushes/shrubs, trimmed and pruned and maintained free of weeds, trash, volunteer plants, and dead plants, and the Home Owners Association shall have authority to enforce this requirement by written notice to the property owner, inspections after notice to the property owner and if necessary, initial planting and replacement, clean up, pruning at the expense of the property owner, plus court costs and reasonable legal fees incurred in enforcement.

(b.) General weekly yard and landscape maintenance is required and all front and side yards must be well maintained at all times in accordance with the Association requirements, and be neat, clean and free of weeds, debris, trash and dead plants and anything deemed unsightly.

**Section 19.**

(a.) Only automobiles or motorcycles owned by or leased to the occupants of each property may be parked under each carport or on the driveway. No RV's, campers, four wheelers, golf carts or trailers, antique autos and/or inoperable automobiles shall be parked on any driveway. Boat storage is acceptable in the carport but the hull or motor cannot extend beyond carport door front line or into the driveway. Autos parked in driveway must be those regularly used by the Owners. Both garages of each residence must be used or occupied by vehicle/automobiles before a third vehicle may be allowed to park in the residence's driveway.

**Section 20.** No owner will allow any object or materials to touch the wall of an adjacent property without written permission of the owner of said property and nothing over six (6) feet in

height or above the rear fence can be placed in any back yard.

**Section 21. Fences**

(a) Must be Six (6') feet or taller and must be wood and/or brick.

(b) Can not extend forward past rear back corners of house.

(c) Post on Pipes must not be visible from road.

(d) In order to build, erect, stain or paint a fence such plans must be approved by Architectural Control Committee prior to commencement.

**Section 22. Setbacks:** The front sill or slab of every residential dwelling and porch on all lots shall be placed not less than twenty (20) feet from the front property line. No building shall be erected less than five (5') feet from any side lot line. In the case of corner lots numbered 1, 32, 33, 41, 42 and 50, the minimum set-back distances for the side bordering a street on these corner lots shall be ten (10') feet; provided, however that where the garage on a corner faces the street, there shall be a minimum set-back of twenty(20') feet for the garage on that side of the lot. Where construction of a dwelling is on one or more commonly owned lots, there shall be no side lot line requirement as to common lot lines, provided however, that encroachment of the side lot line of any common lot line without appropriate amendment to the restrictive covenant as provided herein shall cause the commonly owned adjacent lot to be considered as one lot with the lot on which said improvements have been placed for the purpose of construing the restrictions contained herein.

NOTICE: The set back requirements of applicable governmental bodies, such as the Lafayette Consolidated Government, may be more restrictive than those contained herein, and therefore, the regulations and requirements of such bodies should be reviewed prior to constructing improvements on lots in the Subdivision.

**Section 23: Driveways:** Driveways may not be constructed closer than 12" to the side property line, or any closer than allowed by the governing building code authority, especially when

an electrical transformer or pedestal is located near the side property line.

**Section 24: Signs:** Only signs, no larger than twenty-four (24") inches by thirty-six (36") inches, or equivalent area, for the sale or rent of the lot and improvements shall ever be erected, placed or maintained on any lot in the Subdivision, except those approved by the Architectural Control Committee or used by the Developer, its successors or assigns.

**Section 25: Sidewalks:** Within the period provided below, each lot owner shall cause a sidewalk to be constructed as hereinafter described. Sidewalks shall be constructed in accordance with Lafayette Consolidated Government or other applicable jurisdictional authority regulations. Sidewalks shall be constructed in the road rights-of-way and have a width of forty-eight (48") inches measured by perpendicular line from the street side lot boundary and extending the entire length of such boundary. On corner lots, sidewalks shall be constructed as per Lafayette Consolidated Government requirements. Sidewalks shall be constructed so as to join existing sidewalks located on adjacent lots at the same height, width and displacement. This restriction shall not be required where such construction is enjoined as a violation of any State or local law or ordinance or where authority for such construction is withdrawn by the owner of the road right-or-way.

Sidewalks shall be constructed upon the completion of improvements placed on any lot or prior to any deadline imposed by the Lafayette Consolidated Government, or the Developer, whichever first occurs. The deadline for construction of the sidewalks shall be no later than December 31, 2019. In the event the owner fails to do so after ten (10) days written notice, Developer shall have the right to file in the records of Lafayette Parish, Louisiana, an affidavit setting forth the estimated cost of completing the sidewalk. The amount of such estimates shall be a charge and lien upon the property affected from the date of recordation of Developer's affidavit and shall also be the personal obligation of the owner of the property. Developer may bring an action against

the owner personally obligated to pay the same and/or to foreclose the lien against the property. Interest at the rate of eighteen (18%) per cent per annum from date of recordation of the affidavit, all costs, and reasonable attorney's fees incurred in such action, shall be added to the amount due. Developer shall have the right to assign its interest in the lien, and the claims secured thereby, to the Lafayette City-Parish Consolidated Government to secure completion of sidewalks in the Subdivision. Once sidewalks have been constructed by the owner, or the lien for the construction of sidewalks is paid in full, the right to lien shall terminate.

Section 26: Minimum Square Footage: All residences shall contain a least 1800 square feet of air conditioned living space, exclusive of porches, storerooms and/or garages.

Section 27: Appearance of Residences: All residences must have the same exterior color scheme, design, stucco, clay ridge caps, one (1) story, roof shingles, front porch, fence and sod, approved by the Architectural Committee. In the event the lot is sold to other Homeowner or Builder, the Architectural Committee must approve as the same requirements apply.

Section 28: Amendment by Appearer: The Appearer may add, amend or terminate unilaterally any of these restrictive covenants for as long as it is the owner of a Lot in the Subdivision.

## ARTICLE VIII

### INSURANCE

The Association shall obtain and continue in effect insurance to cover liability and the improvements on the Common Areas as follows:

1. Authority to Purchase. All development insurance policies shall be purchased by the Association for the benefit of the Association and the Owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificate of mortgage endorsements

to the mortgagees of residential units. Owners may obtain additional insurance coverage at their own expense, and shall deposit a copy of such insurance policy with the Association.

2. Coverage.

(a) Hazard Insurance. The buildings and improvements upon the Common Area shall be insured in an amount equal to 100% of the replacement value, excluding foundation and excavation costs, as determined annually by the Association and shall contain inflation guard provisions, if available. Such coverage shall afford protection if customarily available, against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, debris removal, cost of demolition, vandalism and malicious mischief.

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Common Area building.

(3) Additional property coverage as may be added by the Association when the insurance carrier is notified.

(4) Coverage shall not be prejudiced by:

(i) Any act or neglect of the Owners of residential units when such act or neglect is not within the control of the Association;

(ii) By failure of the Association to comply with any warranty or connection with regard to any portion of the premises over which the Association has no control.

(5) Coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the first mortgagees named in the policy.

(b) Liability Insurance: A comprehensive policy of public liability covering all Common Areas, and other areas controlled by the Association, with limits not less than \$1,000,000.00 covering all claims for personal injury and/or property damage. If available, arising out of a single occurrence, such coverage to include protection against water damage liability for

non-owned and hired automobile, and such other risks as are customarily covered with respect to similar location and use.

(c) Workmen's compensation coverage shall be maintained in amounts and coverages necessary to meet the requirements of law, if deemed necessary by the Association.

(d) The Association shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of such Association and all others who handle, or are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:

(1) All such fidelity bonds shall name the Association as an obligee;

(2) Such fidelity bonds shall be written in an amount equal to at least 100% of the estimated annual operating expenses of the project, including reserves;

(3) Such fidelity bonds shall contain waivers of any defense bond upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and

(4) Such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the first mortgagees.

(d) Such other insurance as is approved by the Board of Directors of the Association from time to time shall be maintained. Nothing in this Declaration shall prohibit the Association from purchasing insurance in excess of the requirements of this Section.

3. Premiums. Premiums paid upon insurance policies purchased by the Association shall be for the benefit of the Association and the Owners as their interests may appear.

(a) Residential Unit Owners. Proceeds on account of damage to Common Areas and facilities, shall be held for each owner, with each owner's share being the same as his interest in the Common Areas and facilities. In the event of damage to one or more

residential units, proceeds shall be held for the owner of each such residential unit.

(b) Mortgagees. In the event a mortgagee holds a mortgage or deed of trust covering a residential unit, the share of the residential unit owner shall be jointly held for the owner and the mortgagee as their interests may appear.

4. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

- (i) Expenses of the Association. All expenses of the Association shall be first paid or provision made therefor.
- (ii) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be held in an account for insurance reserves for the Association.
- (iii) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be held in an account for insurance reserves for the Association.

5. Association as Agent. The Association is irrevocably appointed agent for each owner and for each owner of a mortgage, deed of trust, or other lien upon a residential unit and for each owner of any other interest in the property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

6. Payment of Premium. Insurance premiums for each type of insurance coverage shall be a common expense, and collections for such premium payments shall be held in separate escrow account for each type of insurance involved and used solely for the payment of the particular insurance as such premiums become due.



7. Determination to Reconstruct or Repair. If any part of the property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(i) Common Areas and Facilities. If damage is to the Common Area, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided.

(ii) Certificate. The Association may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

8. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the building plans and specifications; or if not, then according to plans and specifications approved by the Association.

9. Responsibility. All damages to the Common Area and facilities shall be the responsibility of the Association for reconstruction and repair after casualty.

10. Estimate of Costs. Immediately after a determination to rebuild or repair damage to the property, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

11. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of costs thereof are insufficient, assessments shall be made against all owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Areas and facilities shall be in proportion to each residential unit owner's interest in the Common Areas and facilities.

12. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association, and funds collected

by the Association from assessments against owners, shall be disbursed in payment of such costs.

## ARTICLE IX

### MORTGAGEES

Section 1. Notice of Default. The Association shall notify a first mortgagee in writing, upon request from such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days.

Section 2. Taxes and Other Charges on Common Area. The Association shall immediately reimburse first mortgagees who may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area; or who may pay overdue premiums on hazard insurance policies; or who may secure new hazard Insurance coverage on the lapse of a policy.

Section 3. Examination of Books. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

Section 4. Reserve Fund. The Association shall establish an adequate reserve fund for replacement of the Common Area property and fund the same by regular monthly payments rather than by special assessments.

Section 5. Annual Audits. The Association shall cause to be provided an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

Section 6. Notice of Meetings. The Association shall furnish each first mortgagee, upon request of such mortgagee, prior written notice of all meetings of the Association and request the designation of a representative of such mortgagee to attend such meetings, one such request to be

deemed to be a request for prior written notice of all subsequent meetings of the Association, to each mortgagee of property in the development upon receipt of request from same.

Section 7. Notice of Amendments to Declaration, Etc. The Association shall furnish each first mortgagee upon request from such mortgagee prior written notice for the following: (i) abandonment or termination of Summer Winds, as a planned unit development; (ii) any material amendment to the Declaration, By-Laws or Articles of Incorporation of the Association; and (iii) the termination of any professional management contract for the planned unit development.

Section 8. Leases. The Association shall require that all leases of any residential units must: (i) be in writing, and (ii) provide that such leases are specifically subject in all respects to the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. Other than the foregoing, there shall be no restriction on the right of any residential unit owner to lease his unit. All tenants will fully comply with all of the obligations and provisions of this act, and the owner of the property will be responsible for defaults. Any notice of a default by a tenant, mailed to or actually delivered to the tenant, shall be deemed notice of default on the property owner and the failure of an owner to remedy a default within a reasonable amount of time after notice is received by the tenant, but in no case, longer than thirty (30) days, shall give the Homeowners Association, or any other property owner or tenant a right to file a civil action to evict the tenant and/or enforce the provisions of these restrictions, the property owner to be liable and responsible to reimburse the plaintiff for reasonable legal fees, court costs and expenses of the litigation.

Section 9. Notice of Damage or Destruction. Upon request the Association shall furnish the first mortgagees timely written notice of any substantial damage or destruction of any part of the

Common Area and facilities.

Section 10. Notice of Condemnation or Eminent Domain. Upon request the Association shall furnish the first mortgagees timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of the Common Areas and facilities and of any proposed acquisition of all or any part of such Development through condemnation or eminent domain proceedings.

Section 11. Management Agreements. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days written notice, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods.

Section 12. Delegations of Owners' Use of Common Area. Regarding an Owner's delegation of his rights of enjoyment to the Common Areas and facilities as provided for in Article II, Section 2 of this Declaration, no such delegation shall work a severance of the rights of enjoyment of the Common Areas and facilities from the ownership of a lot, and any such delegation by any owner shall automatically terminate upon conveyance of legal title to such lot by said owner.

Section 13. Exemption From Right of First Refusal. When any first mortgagee comes into possession of a residential unit pursuant to the remedies provided in the mortgage, such as foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure, such mortgagee shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged residential unit which the Association might have, including, but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of residential units.

Section 14. FHLMC and FNMA Regulations. Notwithstanding anything in this Declaration to the contrary, Appearer may amend this Declaration to conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any similar duly constituted governmental authority by written instrument executed by Appearer only and duly recorded in the records of the Clerk of Court for Lafayette Parish, Louisiana.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Enforcement. (a.) The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b.) In the event of a breach of any of the restrictions/covenants as imposed by this act by an owner, or owners, by a tenant or tenants, or any guests or visitors of an owner or tenant, of any of the residences in the subdivision, and the failure of the tenant, or of the owner of the property, to remedy the breach within 5 days of the receipt by tenant/owner of written notice of the breach, then Venus Properties, L.L.C., as Developer and the Home Owners Association after its creation, may deny access to the property, or in which the breach of these restrictions/covenants occurred, over and across the private streets and other lots, and wetland green area of the subdivision, which said access will be restored only upon the completion of the corrective action by tenant/owner to remedy the breach, with bond provided in favor of Developer or Home Owners Association, in the amount of \$5,000.00, to assure compliance with these restriction/covenants, bond to be held until bond holder is satisfied that offending action will not re-occur.

**Section 2. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after, which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by three-fourths (3/4) vote of the Board of Directors of Summer Winds Homeowners Association, Inc., provided, however, that Article VIII, Section 1 may not be changed without a vote of seventy-five (75%) per cent of the members of the Association.

**Section 3. Instruments Affecting Title or Possession.** Each contract of sale, deed, deed of trust, lease, or other instrument hereafter executed which shall affect title to or right of possession of any property affected hereby must be in writing and the rights of the parties thereto shall be deemed to be subject to this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and any and all Rules and Regulations of the Association. Failure to comply with the terms and provisions of any of the above shall be deemed to be a breach of any lease hereafter executed and, except for such provision, there shall exist no prohibition against leasing any of said development.

**Section 4. Severability.** Any part of this Declaration held to be inoperative shall be severable and is to be severed, and such inoperative part shall not affect the remaining portions of this Declaration. The remaining parts shall continue in full force and effect as if the severed part had never been included herein.

**Section 5. Dedications.** The attached plat of Summerwind by A. E. Montagnet dated June 1, 2015, last revised October 12, 2016, attached to Entry No. 2016-00045196 of the records of the Lafayette Parish Clerk of Courts Office, dedicates for private use as such, subject to the limitations set forth therein, the private streets shown thereon and such plat establishes such certain dedications, limitations reservations and restrictions applicable to the Development. Easements affecting the

Development are hereby reserved as shown on the recorded plat referred to for the installation, operation and maintenance of utilities and drainage facilities. All dedications, limitations, restrictions and reservations shown on said plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Appearer, conveying said Development or any part thereof.

IN WITNESS WHEREOF, the undersigned, being the Appearers herein, have hereunto set their hand on the date just above written, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

*Danielle P. Brooks*  
Signature  
Danielle P. Brooks  
Print Name

*Monica Wagnerspack*  
Signature  
Monica Wagnerspack  
Print Name

*[Signature]*  
VENUS PROPERTIES, L. L. C.

By: Patrick Colvin, Member

*[Signature]*  
NOTARY PUBLIC  
PHILIP H. BOUDREAUX #37749

