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Six Recorded Community Documents for La Bon Vie

**INTRODUCTION**

This file contains searchable transcriptions of six La Bon Vie community documents on file with the Lafayette Parish Clerk of Court. The transcriptions are intended to be verbatim quotations of the text contained in those community documents. If you should come across any errors, kindly let me – or someone in LBV’s leadership – know.

**The original documents, of course, govern.**

The six community documents (with nicknames chosen by me) are as follows, in the same order in which the transcriptions appear later in this file:

Nickname	<b>Declaration</b>
Title	The Declaration of Covenants, Servitudes and Restrictions of La Bon Vie, Phase I
Clerk of Court File#	2006-1934
Date of Recordation	January 17, 2006

Nickname	<b>Maintenance Agreement Phase 1-A</b>
Title	Maintenance Agreement
Clerk of Court File#	2006-1934
Date of Recordation	January 17, 2006

Nickname	<b>HOA Covenants</b>
Title	The Covenants of La Bon Vie Homeowners Association, Inc.
Clerk of Court File#	2006-2139
Date of Recordation	January 18, 2006

Nickname	<b>Dedication</b>
Title	Act of Dedication and Restrictive Covenants of La Bon Vie, Phase 1-B
Clerk of Court File#	2006-45128
Date of Recordation	October 16, 2006

Nickname	<b>Maintenance Agreement Phase 1-B</b>
Title	Maintenance Agreement
Clerk of Court File#	2006-45128
Date of Recordation	October 16, 2006

Nickname	<b>HOA Articles</b>
Title	Articles of Incorporation of La Bon Vie Homeowners Association, Inc.
Clerk of Court File#	2006-50656
Date of Recordation	November 16, 2006

*Prepared by JM in May 2015*

NOTE: This is intended to be a verbatim transcription of the text in the original document recorded January 17, 2006 with the Lafayette Parish Clerk of Court, File # 2006-1934. It was prepared for the convenience of having a searchable version. The original document, of course, governs.

THE DECLARATION OF COVENANTS  
SERVITUDES AND RESTRICTIONS OF  
La Bon Vie, Phase I

BE IT KNOWN, that before me the undersigned Notary Public came and appeared L. L. DEVELOPMENT, L.L.C. ("Developer"), a Louisiana limited liability company represented by LARRY LEGER, its duly authorized Managing Member, who declared that Developer is the owner of certain property located in Lafayette Parish, Louisiana shown on the attached Plat<sup>1</sup> of survey, and:

WHEREAS, Developer intends to develop a highly restricted subdivision on said property and desires that it be known hereafter as "LA BON VIE" (sometimes referred to herein as "the Subdivision").

DECLARATION

Developer hereby creates and establishes certain servitudes, building restrictions, and obligations of ownership on the property known as LA BON VIE, for the benefit of the Owners, which run with the land and apply against and affect the property as set forth below. By act titled "Covenants of the La Bon Vie Homeowners Association, Inc." filed of record simultaneously with this Declaration, Developer has set forth provisions for the governing and operation of the La Bon Vie Homeowners Association, Inc. which is referred to herein simply as "Association Covenants," and is incorporated herein by reference.

ARTICLE 1 – DEFINITIONS

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

A. "Assessments" shall mean collectively, the following charges:

1) "Annual Assessments" is the amount assessed to, and due from, all Members of the Association to meet the Association's annual budgeted expenses and cash requirements, as described in the Association Covenants.

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<sup>1</sup> The referenced Plat of Survey shown on the Recording page is Plat # 2006-1934.

2) "Special Assessment" is an amount assessed to, and due from, each Owner of a lot for capital improvements, or unexpected liabilities and expenses incurred by the Association in accordance with the Association Covenants.

3) "Individual Lot Assessment" is an amount assessed by the Association Board to, and due from, the Owner of a specific lot as a result of failure to comply with the Declaration or Association Covenants.

B. "Association" shall mean La Bon Vie Homeowners Association, Inc., A Louisiana non-profit corporation, its successors and assigns. The Association, whose Members are the Owners (including Developer), is responsible for maintaining the Common Area and enforcing the Declaration and the Association Covenants.

C. "Association Articles" shall mean the Articles of Incorporation of the Association, together with all amendments and modifications to same adopted hereafter. Developer hereby ratifies and confirms the terms and provisions of the Association Articles which are Incorporated herein by reference thereto.

D. "Association Board" or "Board" shall mean the Board of Directors of the Association.

E. "Association Bylaws" shall mean the Bylaws of the Association together with all amendments and modifications to same adopted hereafter.

F. "Association Members" shall mean, as of the time of any determination, all Owners. Each Owner is a member of the Association.

G. "Common Areas" shall mean any immovable property, together with all improvements thereon, within LA BON VIE designated by the Developer or the Association for the common use and enjoyment of all Owners including those shown on the recorded plat of survey of the Subdivision. The Common Areas are not dedicated for use by the general public.

H. "Declaration" shall mean this instrument together with all amendments and modifications adopted hereafter pursuant to the terms hereof.

I. "Declarant" or "Developer" is Appearer or any other entity to whom Appearer transfers lots in the Subdivision and assigns its rights as Developer under the Declaration.

J. "Improvement" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, dwellings,

buildings, outbuildings, patios, tennis courts, swimming pools, garages, carports, driveways, sidewalks, walkways, fences, walls, gates, screening walls, terraces, retaining walls, stairs, decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, powers, antennae, equipment and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services, or any construction which in any way alters the exterior appearance of any improvements.

K. "Lot" shall mean any numbered parcel of land which is shown on the subdivision plat. Lots are designated as numbered, separately identifiable parcels on the plat.

L. "Owner" shall mean the record Owner, whether one or more persons or entities, of the free simple title to any lot. Owners shall not include any person (1) having such interest merely as collateral security for the performance of an obligation, or (2) holding a mortgage, lien or other encumbrance burdening or encumbering any lot.

M. "Setback" shall mean the distance of a building or other structure from the property line of a lot to the outer extremities of the foundation of the exterior wall of said building or other structure.

## ARTICLE 2 – GENERAL RESTRICTIONS

All property within LA BON VIE, except the Common Area, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions, which may be amended unilaterally by Developer, or its assign, as long as Developer, or its assigns owns any lots:

2.1 Approval Required. No garage, dwelling, outbuilding or other building or improvement of any nature may be constructed on a lot without complying with the requirements of Article 3 of this Declaration and without obtaining the approval of the Architectural Control Committee. All plans for improvements must be submitted to the Architectural Control Committee prior to construction.

2.2 Use. All lots shall be improved and used solely for single-family residential purpose. As used herein, the term "single-family residential purpose" shall mean the use and occupancy of a Lot as a private dwelling by one respective Owner thereof for the housing of his family and immediate relatives, and for no other purposes.

2.3 Composite Lot. The Architectural Control Committee may permit the Owner or Owners of more than one (1) adjoining Lots to consolidate such Lots into one (1) Composite Lot or building site with the privilege of placing or constructing Improvements on such resulting site and the site shall be considered one (1) lot for

Association Assessment purposes. Where three (3) or more adjoining lots are owned, the Architectural Control Committee may permit the re-division of same provided that the resulting number of lots are less than the number originally owned. Accordingly, setback lines shall be measured from the resulting side properly lines rather than from the Lot lines as indicated on the plat attached hereto.

2.4 Subdividing. Except as provided for in this act, no Lot shall be divided or subdivided except by Declarant.

2.5 Common Areas. Except as otherwise provided hereinafter, every Owner shall have a right of use and servitude of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

A. The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Areas.

B. The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its current rules and regulations.

C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument is signed by two-thirds (2/3) of the Association Members entitled to vote upon Association matters.

D. The right of the Association to adopt rules and regulations pertaining to the use of such Common Areas.

The Common Areas consist of anything transferred by the Developer or third parties to the Association, and accepted by the Association as such, together with the areas shown on the attached plat of survey is Common Area including, but not limited to, the private streets, lakes, ponds and parks shown thereon. The subdivision signs and appurtenant walls, any gates, and landscaping installed by the Developer are also considered Common Areas and an easement is hereby established for the maintenance of these Common Areas on the properties upon which they are located, and an access and repair easement is established to allow the Association and its contractors to enter the said properties for the purpose of repairing, improving, and/or replacing these Common Areas.

2.6 Common Areas Maintenance through Assessment. All costs of repairs, maintenance, insurance and operation of the Common Areas shall be the responsibility of

the Association. The Association is authorized to make annual assessments against all Lots, with maintenance of Common Areas being one of the primary goals of the Annual Assessments.


2.7 Drainage, Grades, and Ditches. All earth areas shall be graded such that they drain in a manner consistent with natural drainage or the Declarant's drainage plan for the Subdivision provided that the latter shall control, and without damage to neighboring landowners. Contouring the earth is encouraged to provide swales, especially along Lot lines, that are free-flowing and manageable. Open ditches are not allowed on any Lots. No driveways or other access to Lots shall be constructed without provisions for drainage of surface water along the designated right-of-way, nor without asphalt paving or concrete paving being installed between the street or road paving and the Improvements on the Lot. No buildings shall be constructed on any Lot until provisions have been made for drainage of surface water to off site which minimizes drainage across adjacent property and/or Lots; drainage shall be into the street or road area, or into areas provided for by the Subdivision development plans, or into natural drainage areas wherever possible. At the time of construction of the dwelling on a lot, each Lot Owner is required to install a minimum six (6") inch drain from the rear of the lot to the front, sufficient to ensure that the lot drains to the street on which the residence faces, in accordance with these restrictions.

2.8 Utilities. Any governmental body providing utility service, including, but not limited to, electrical, water and sewer, to LA BON VIE, shall have the right to use above grade improvements, but shall obtain prior authority from the Architectural Control Committee for the location of any and all above grade improvements. Said governmental body shall also coordinate the location of any and all below grade improvements with Developer. Any disputes as to rights involving the location of improvements shall be presented to the Architectural Control Committee for final binding resolution. No non-governmental body providing utility service, including, but not limited to, cable television, natural gas and telephone, may use the utility easements without the express written permission of the Architectural Control Committee and only after presentation to the Architectural Control Committee of a plan of development for the entire Subdivision and any such utility provider must, as a condition of using the space dedicated herein for the installation, repair, or maintenance of such utilities, agree to be responsible for, and to hold the Developer, and the Owner of the property, harmless from, any costs of cleaning up the area and restoring it to its condition prior to the installation and repair.

2.9 Water and Sewer. No private water wells shall be used by an Owner as a source of water for human consumption, nor shall any other facility other than those approved by Declarant be used by an Owner for the disposal of sewage.

2.10 Electrical, Telephone, Television, and Other Lines. Electrical, telephone, television, and other connections and installations of wires and cables to buildings shall

be made underground from the nearest available source, unless specifically waived by the Architectural Control Committee to address extraordinary circumstances.

2.11 Antennae. No exterior radio, television or communications antenna,  **Arial**, or dish shall be erected or maintained in LA BON VIE, in a location that is visible from any street.

2.12 Temporary Structures. No structure of any type, dwelling or otherwise, shall be moved onto a Lot except as may be expressly approved by the Architectural Control Committee. No tents, shack, trailer, mobile home, or other temporary building, Improvement or structure shall be placed upon any Lot, except that temporary structures necessary for storage of trash, refuse, tools and equipment during construction and for office space for architects, builders, and job superintendents during actual construction may be maintained with the proper approval of the Architectural Control Committee. The Declarant may utilize such temporary buildings or structures, sales offices, and model units deemed necessary to provide for the ongoing development of LA BON VIE or the operation of any facility or amenity in connection therewith.

2.13 Vehicles. The use of all vehicles, including but not limited to, helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, and wagons shall be subject to the Association's rules, which may regulate, prohibit or limit the use thereof within specific parts of LA BON VIE. In addition to the foregoing, and without limiting the generality thereof, the parking of vehicles of any type or description whatsoever upon the streets or rights-of-way within LA BON VIE shall also be subject to the Association's rules and regulations. No motorized vehicles of any kind are allowed in or on the Common Areas. Only automobiles bearing current license and registration tags, as required by state law from time to time, may be parked in LA BON VIE.

2.14 Parking. Except during construction, all parking must be off the street. No vehicles may be parked on the street in front of any residence longer then twenty-four (24) hours and no vehicles may be placed on blocks or any immovable position on any lot or street in the Subdivision.

2.15 Lot Cleanliness and Maintenance. Owners and occupants of all lots, shall keep their lots in safe, clean, neat and attractive condition. In no event shall any lot be used for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from public or private streets, Common Areas or other adjoining property. Without limiting the generality of the foregoing, trailers, recreational vehicles, trucks other than pickups, boats, tractors, campers, wagons, buses, motor cycles, motor scooters, all-terrain vehicles, and garden maintenance equipment shall be kept at all times, except



when in actual use, in an enclosed structure or screened from view, and no repair or maintenance work shall be done on any of the foregoing, or on an automobile, other than minor emergency repairs, except in an enclosed garage or other structure. No basketball or soccer goals are allowed to be visible from the street. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, or scrap or refuse or trash shall be kept, stored, or allowed to accumulate on any lot except within an enclosed structure or appropriately screened from view. Liquid gas, oil and other exterior tanks shall not be kept on any lot except that this restriction does not prohibit the use of these items for household purposes such as propane tanks for barbecuing and gasoline cans for lawnmowers. Grass on any lot is not allowed to be higher than six (6) inches. In the event an Owner of a lot fails to keep the grass below this height, after ten (10) days written notification to do so by the Architectural Control Committee, the Architectural Control Committee shall have a right of access on the property to cut the grass and thereafter may file in the records of Lafayette Parish, Louisiana, an affidavit setting forth the cost of same. That amount, plus a penalty of \$200.00, shall be a charge and lien upon the property affected from the date of recordation of the affidavit and shall also be the personal obligation of the Owner of the Lot. The Architectural Control Committee may bring an action against the Owner personally obligated to pay the same and/or to foreclose the lien against the Lot. The amount of the debt and lien shall include interest at the rate of eighteen (18%) percent per annum from date of recordation of the affidavit, reasonable attorneys fees and all costs and expenses incurred to prosecute such actions.

2.16 Repair of Buildings. All improvements hereafter constructed upon any land within LA BON VIE subject to this Declaration shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner. The opinion of the Architectural Control Committee as to the acceptability of such condition shall be final.

2.17 Offensive Activities. No activity, whether for-profit or not, shall be conducted on any Lot which is not related to single-family purposes as such term is defined herein. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot or Common Area which may be or become an annoyance or a nuisance to the neighborhood.

2.18 Hazardous Activities. No activities shall be conducted on any Lot or in Common Areas and no Improvement shall be constructed on any Lot which are or might be unsafe or hazardous to any person or property.

2.19 Noise. No exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying devices other than security devices used exclusively for security purposes shall be located, used or placed on any lot in such manner that the sound emitted therefrom may be a nuisance to any other owner or resident. Except in the case of

any emergency or when other unusual circumstances exist, outside construction work or noisy interior construction work shall be permitted only Monday through Saturday after 7:00 a.m. and before 7:00 p.m.

2.20 Exterior Lighting. No exterior illumination for parking areas, walkways, buildings, and landscaping shall create a nuisance for adjacent owners or a hazard for pedestrian or vehicular traffic.

2.21 Animals and Pets. No animals, including without limitation, livestock, poultry, game birds, rabbits, snakes, shall be raised, bred, or kept on any Lot, except that dogs, cats, and other common household pets of the domestic variety may be kept provided that they are not kept, bred, or maintained for commercial purposes and provided that no more than two (2) of each type animal are kept. Pets shall be kept under control and not allowed to roam or run at large. When not upon the Owner's premises, pets must be kept on a leash. Each Owner or Tenant shall be strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. It is expressly declared that the Rules and Regulations of the Association relative to pets may regulate and change the number and size of pets, and the keeping of animals other than customary household pets which are not expressly prohibited herein, designate specific areas within the Commons where pets may be walked, prohibit pets on other areas, require pets to be on leashes and restrict the rights of Owners and Tenants to keep pets. The Association Board shall have the right to order any Association Member or resident of LA BON VIE whose pet is considered, in the sole discretion of the Association Board to be dangerous or a nuisance, to remove such pet from LA BON VIE and the Association Board shall have the sole and exclusive authority to determine, after notice to such Member or resident and affording such person an opportunity for a hearing with the Association Board, whether or not any pet is dangerous or a nuisance.

2.22 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Control Committee, except "for sale" signs which shall be no larger than 24" X 36". The Declarant is exempt from this requirement.

### ARTICLE 3 – RESIDENTIAL DESIGN GUIDELINES AND USE OF APPROVED CONTRACTORS

3.1 General. The following residential design guidelines are set forth to preserve the standards and ideals on which the Master Plan of LA BON VIE was conceived and shall affect all of the property in Phase I of the Subdivision. The architectural design principle is that every dwelling unit must be in harmony with LA BON VIE and its natural surroundings. Form and construction, colors, and materials must all present a minimum of contrast with the existing landscape. Each Owner is encouraged to develop and utilize his own property in an imaginative and tasteful manner. Houses may be sited and constructed in the particular style, design, and quality that suits each Owner, subject to

this Declaration. Design standards are important to enhance and preserve LA BON VIE'S beauty.

3.2 Approved Contractors. The quality of construction is important to ensure compliance with the plans and specifications approved for each Lot and to ensure high sale and resale values of homes in LA BON VIE. Declarant's plan for the development and build out of LA BON VIE includes the sale of lots to approved licensed contractors that have a track record of constructing well designed homes using quality materials and construction, which homes retain value over time. To ensure the consistency of quality construction and the retention of high values for homes in LA BON VIE, the Declarant shall have the right to require that the Owners of lots use licensed contractors on Declarant's then current list of contractors approved by Declarant and participating (or who have participated) in Declarant's lot sales and buildout program. This restriction and protective covenant shall affect all lots whether acquired by the owner from Declarant or third parties. Declarant shall maintain a list of no fewer than 3 approved contractors. This restriction and protective covenant shall not apply to alterations or improvements occurring after a home has been constructed on a lot by an approved contractor.

3.3 Prior Approval Required. All construction or modification (except interior alterations not affecting the external structure or appearance of any building) on any lot must be approved in advance by the Architectural Control Committee. Modifications subject to review specifically include, but are not limited to, painting or other alteration of a building (including doors, windows and trim); replacement of a roof or other parts of a building other than the duplicates of the original material or color; installation of antennae, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation that are visible from public areas; exterior window coverings; and any material alteration of the landscaping or topography of LA BON VIE, including without limitation any removal or substantial pruning of trees or plants. The non-listing of a category does not imply that such construction is permitted. This Declaration may, for example, prohibit all antennae, satellite dishes or receivers, in which event, such a prohibition shall control. No construction on any lot shall be commenced and no lot shall be modified except in accordance with plans and specifications that have been approved by the Architectural Control Committee. Any modification to the approved plans and specifications must be reviewed and approved by separate application. Each Owner submitting plans for the construction or modification of improvements on any lot shall submit with such plans such payment as determined appropriate by the Association Board which payment will be treated as a nonrefundable Review Fee. The Review Fees paid shall be used by the Association to defray the costs and expenses incurred by the Architectural Control Committee. Should the Architectural Control Committee reject, and/or require modifications or changes, to any plans and/or specifications due to deviations and said plans or specifications from the design guidelines, then and in that

event the Owner who submitted said plans and specifications shall pay another Review Fee provided, however, that the Architectural Control Committee shall have the discretion to waive any such additional Review Fees if, in its sole discretion, it determines that the deviations from the design guidelines were minor.

3.4 Approval of Plans. The Architectural Control Committee shall provide a response to a request for approval within thirty (30) days from the date of the receipt thereof. Failure to submit plans shall not be deemed a waiver of this requirement even though construction commences or is completed. If no response to a request for approval is received within thirty (30) days, the applicant shall have the right to assume that such plans have been approved or may proceed with the improvement. Should the plans be disapproved, the Owner may request a written statement explaining the grounds upon which such action was based.

3.5 Requirement of Plans. For construction of dwellings on Lots, plans must include a site plan showing all buildings with their location, dimensions, and front, side and rear setback dimensions.

3.6 Duration of Approval. Approval of Plans and Specifications shall be applicable only to the current Lot Owner and shall terminate and be rendered void if construction or improvement is not begun within six (6) months after such approval. Due to extenuating circumstances, an Owner may request the Architectural Control Committee to extend the six (6) month time limitation.

3.7 Retention of Plans. Upon approval by the Architectural Control Committee of any Plans and Specifications submitted hereunder, a copy of such Plans and Specifications, as approved, shall be retained by the Architectural Control Committee for so long as it deems necessary after which time same may be destroyed or disposed of. If the Plans are approved, a written letter approving said plans, or a stamp of approval executed by the Architectural Control Committee and placed on the application, shall be sent to the applicant submitting same.

3.8 Concrete Truck Washouts. Owners and Contractors must assure that during construction of their improvements, no concrete trucks are allowed to leave hardened piles of concrete or concrete wash on any Lots, Private Drives, Streets, Access Servitudes or Common Areas in LA BON VIE. Developer reserves the right to designate specific areas for disposal of concrete or concrete wash the use of which is required.

3.9 Driveways, Walkways, and Parking Areas. The location and type of material (i.e. brick pavers, colored concrete, etc.) to be used for driveways, walkways, and parking areas must be shown on the site plan submitted by Owner for approval to the Architectural Control Committee. All of such areas must be constructed using concrete or brick or brick paver materials. No aggregate (wash gravel) or blacktop is allowed.

3.10 Easements. Declarant reserves for itself, and its assigns, the right to locate, construct, erect and maintain or cause or permit to be located, constructed, erected or maintained in and on the areas indicated and shown as easements on the final plat of survey of LA BON VIE, attached hereto, water, sewer and other pipelines, conduits, fiber, wires and cables for public utility functions or for common service like cable televisions, Internet access, or telephone, above or beneath the surface of the ground, with the right of access to the same at any time for the purposes of repair and maintenance.

3.11 Exterior Building Materials and Colors. Building plans must include the type of exterior materials used on walls, shutters, doors, windows, columns, overhangs, fascia, gutters, roofing and fencing, and the colors of these items. The exterior of each building shall be constructed entirely of brick and mortar, stucco, Durock, wood, hardi-panel or hardi-plank or such other materials as may be approved in advance by the Architectural Control Committee for such building. The use of concrete block, dryvit, vinyl, masonite, or metal siding is prohibited.

3.12 Fences. Only fences approved by the Architectural Control Committee or those constructed in advance by the Developer may be installed on lots within LA BON VIE. Small privacy areas such as atrium baths or patios, may be fenced if shown on the Plans and Specifications and approved by the Architectural Control Committee. Whenever a fence or wall by the nature of its construction and materials has a more attractive side, the good or more attractive side must face outward toward adjacent Lots or streets. Any gates or doors that face toward Common Areas shall open inward only unless an exemption is granted by the Architectural Control Committee. Unless exception is made by the Architectural Control Committee, the rear yard of all lots must be enclosed by fences. As to the lots excepted, fences are required along side lot lines to the rear property line.

3.13 Finished Floor and Wall Height. The height of the first finished floor of the heated/air conditioned area of the dwelling must be approved by the Architectural Control Committee. All dwellings must have a minimum nine (9) feet wall height on the first floor.

3.14 Garbage Containers. No trash or garbage containers shall be kept in public view except on the evening before, or on, trash collection days and then, on those days, the garbage containers shall be removed from the public view no later than twelve (12) hours after the garbage has been picked up by the person charged with the collection efforts. Owners shall further use and store trash and garbage containers in compliance with any applicable Rules and Regulations of the Association. During construction of a residence, each Owner may only use trash and debris dumpsters or containers that are approved by the Architectural Control Committee. Dumpsters and containers are not allowed in the streets. Building sites must be maintained in a neat, clean and safe condition.

3.15 Landscaping Plan. LANDSCAPING OF THE FRONT YARDS IS REQUIRED. ANY AREAS NOT LANDSCAPED IN FRONT YARDS MUST BE SODDED. The amount of landscaping and plant materials and coverage area will be sufficient to ensure continuity of landscaping along the streets and to ensure compatibility with the overall planting and landscaping in the subdivision as determined by the Architectural Control Committee. The plantings and other Improvements provided for in such plan and all landscaping and sodding shall be installed, planted, or constructed within thirty (30) days of the completion of the residence unless an extension is granted by the Architectural Control Committee.

3.16 Mailboxes. Architectural Control Committee approval is required prior to the installation of all mailboxes. Residences must have mailboxes and municipal numbers must be shown on the front of the dwellings. All mailboxes shall be uniform as determined by the Architectural Control Committee. The Owner shall purchase his mailbox from a supplier approved by the Architectural Control Committee.

3.17 Lot Plan. The plot plan shall show the proposed location of all improvements and all walkways, driveways, parking areas, sidewalks, exterior walls, swimming pools, other amenities to be constructed on the Lot, the distances measured from the extremity of such improvements on the Lot to the property lines. The plot plan shall be drawn to a scale of one (1) inch equals twenty (20) feet (1"-20') or larger.

3.18 Roof Penetrations. No ventilating, plumbing, or heating or cooling vents shall be placed on the street side of building roofs, unless otherwise approved by the Architectural Control Committee. All vents protruding from roofs shall match, or be painted to match, the color of the roof. Exceptions may be made by the Architectural Control Committee for dwellings on corner lots.

3.19 Setbacks for Dwellings. Variances from front, side, and rear setbacks established herein may be granted by the Architectural Control Committee. Measurements for setbacks shall be taken from the outer extremities of the foundation of the buildings to the applicable property lines and normal overhangs for eaves shall be permitted to encroach into the setback area without violating the minimum setbacks established below.

NOTE: THE SETBACKS AND REQUIREMENTS FOR BUILDINGS, ETC. ESTABLISHED BY THE LAFAYETTE CONSOLIDATED GOVERNMENT MAY BE MORE STRINGENT THAN THE SETBACKS AND REQUIREMENTS ESTABLISHED IN THIS DECLARATION. PRIOR TO COMMENCEMENT OF CONSTRUCTION OF ANY IMPROVEMENTS, OWNERS AND THEIR CONTRACTORS ARE REQUIRED TO OBTAIN APPROVAL FROM THE LAFAYETTE CONSOLIDATED GOVERNMENT AS TO THE LOCATION OF BUILDINGS, OVERHANGS, EAVES, FASCIA, AND SOFFITS.

3.20 Front Setbacks. On Lots 84 through 89, 173 through 179, and 180 through 186, the front sill or slab of every residential dwelling and porch shall be placed not less than twenty (20') feet from the front property line. On Lots having a depth of 105 feet or more, the front sill or slab of every residential dwelling and porch shall be placed not less than fifteen (15') feet from the front property line. On Lots having a depth of 105 feet or less, the front sill or slab of every residential dwelling and porch shall be placed not less than ten (10') feet from the front property line.

3.21 Side Setbacks. On Lots 45 through 54, and Lots 137 through 145, no buildings shall be erected less than 10 (10') feet from any side lot line. On the remaining lots, no buildings shall be erected less than five (5') feet from any side lot line, or such lesser distance as is allowed by the Lafayette Consolidated Government.

Note: The Zoning Department of the Lafayette Consolidated Government has indicated that a lesser sideline setback is allowed as follows: On lots having a width of less than 50 feet, the required side setback shall be ten (10%) percent of the lot width on each side. For example, if a lot is 36 feet wide, then the minimum side setbacks required may be reduced to 3.6 feet on each side of that lot instead of 5 feet.

Where construction of a dwelling is on one or more commonly owned lots, there shall be no side lot line requirement as to the common lot line and the commonly owned adjacent lots will be considered as one lot for the purpose of interpreting the minimum setback requirements contained herein. If a Builder or Owner builds one dwelling on one or more commonly owned adjacent lots, the Builder or Owner should contact the Lafayette Consolidated Government regarding any requirements for a boundary line adjustment. All dwellings situated on corner lots shall maintain a minimum side yard setback of not less than ten (10') feet on the side adjacent to a "private drive" or a private street shown on the subdivision plat of survey except that a twenty (20') foot setback is required for the open portion of a garage facing a "private drive" or a private street or a public street.

3.22 Rear Setbacks. On Lots 210 through 220, no buildings shall be located on any lot within fifteen (15') feet of the rear property line. On any lots having a "private Lane" along the rear of the property, there shall be no minimum setback requirement from the rear property line. On the remaining lots, no buildings shall be located within ten (10') feet of the rear property line.

3.23 Facing of Structures. The Architectural Control Committee shall determine, in its discretion, the facing direction of all such structures, including garages and accessory buildings.

3.24 Minimum Living Area. The Architectural Control Committee may grant variances as to the minimum living area requirements for dwellings. Living area is that portion of dwellings that is air-conditioned and is exclusive of porches, storerooms, and garages. On those lots containing less than 5,100 square feet, the minimum living area for dwelling shall be one thousand six hundred (1,600') square feet. On those lots containing more than 5,100 square feet, the minimum living area for dwelling shall be two thousand (2,000') square feet.

3.25 Roofing. Roofing for dwellings and other structures may not be made of iron, galvanized sheet metal, corrugated, asbestos or roll roofing. Metal roofs other than non-galvanized materials must be approved by the Architectural Control Committee. Fiberglass, wood and slate shingles may be used, provided, however, that fiberglass shingles weighing less than 260 pounds per square of roofing (100 square feet) may not be used. Flat roofs must be surfaced with built-up roofing and where such built-up roofing is visible from a street which the structure faces, the built-up roofing shall be surfaced with a decorative material.

3.26 Garages. All construction on any lot shall include a garage capable of housing at least two, standard-sized automobiles constructed as part of and, at the same time as, the dwelling on the lot. Except as otherwise allowed by the Architectural Control Committee, the doors through which vehicles enter a garage may not face the street but, on rear-loaded lots may face the private lane along the rear of the residence.

3.27 Sidewalks. On or before (a) completion of construction of the residential dwelling on a Lot, or (b) the date established by the City of Lafayette as a deadline for construction of all sidewalks in the subdivision, whichever first occurs, the Owner of the Lot shall cause a sidewalk to be constructed as hereinafter described. Sidewalks must be constructed of four (4") inch broom-finished concrete with metal expansion joints at intervals of no more than ten (10') feet. The top of the sidewalk shall have a one-half (1/2") inch slope toward the street. Sidewalks shall be constructed in the road right-of-way immediately adjacent to the curb, and have a width of sixty (60") inches measured by perpendicular lines from the Street side lot boundary and extending the entire length of such boundary. Sidewalk shall be constructed so as to join existing sidewalks located on adjacent lots at the same height, width and displacement. In the event an Owner of a Lot fails to construct a sidewalk after ten (10) days written notification to do so by the Architectural Control Committee, the Architectural Control Committee 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 estimate shall be a charge and lien upon the property affected from the date of recordation of the affidavit and shall also be the personal obligation of the Owner of the Lot. The Architectural Control Committee may bring an action against the Owner personally obligated to pay the same and/or to foreclose the lien against the Lot. The amount of the debt and lien shall include



interest at the rate of eighteen (18%) percent per annum from date of recordation of the affidavit, reasonable attorney's fees and all costs and expenses incurred to prosecute such actions. The Architectural Control Committee shall have the right to assign its interest in the lien, and the claim secured thereby, to the City of Lafayette, to secure completion of sidewalks in the subdivision. Once the sidewalks have been constructed by the Owners, or the lien for the construction of sidewalks is paid in full, the right to the lien shall terminate.

3.28 Solar Devices. Solar collectors may be installed on the roof of a home provided they are of the flat plate type mounted flush with no overhang. Solar collectors shall not be installed on a house in a fashion which detracts from the design appearance of the structure or creates glare to adjoining homes or property nor shall they be visible from any street. The Architectural Control Committee shall adopt such restrictions as it may find necessary to assure the acceptable appearance of solar devices.

3.29 Tree Cutting. No tree having a diameter of six (6") inches or more when measured from a point to (2') feet above ground level shall be cut or removed from any Lot without prior authorization of the Architectural Control Committee.

3.30 Variances. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration or any restrictions, including without limitation, restrictions upon heights, bulk size, shape, floor area, land area, placement of structures, setbacks, buildings, envelopes, colors, materials, or similar restrictions when circumstances such as topography, nature obstructions, hardship, or aesthetic or environmental consideration may warrant same in the sole and absolute discretion of the Architectural Control Committee. Requests for variances must be in writing from the Owner and subsequent answer or approval by the Architectural Control Committee shall be in writing. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and in the particular instance covered by the variance. The Owner shall be responsible to ensure that waivers affecting title are in proper form and recorded in the Lafayette Parish Clerk's Office at the Owner's cost if same is required or requested.

#### ARTICLE 4 – ARCHITECTURAL CONTROL COMMITTEE

4.1 Appointment of Members. The Board shall have the right to appoint and remove all members of the Architectural Control Committee, but so long as Declarant is entitled to the additional votes as set forth in the Association Covenants, Declarant shall have the right to approve or disapprove any members proposed for appointment by the Board.

Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Control Committee without Declarant's consent.

4.2 Committee Duties and Authority. The Architectural Control Committee has the authority to review and approve or disapprove any Plans and Specifications for Improvements in LA BON VIE and to review and inspect construction and other Improvements in LA BON VIE.

4.3 Meetings. The Architectural Control Committee shall meet from time to time, as necessary to perform its duties hereunder. The Architectural Control Committee may, by resolution, unanimously adopted in writing, designate one (1) of its members to take any action or perform any duties for and on behalf of the Architectural Control Committee, except the granting of variances. In the absence of such designation, the vote of a majority of the members of the Architectural Control Committee taken with or without a meeting shall constitute an act of the Architectural Control Committee. Any writing signed by a majority of the members shall be conclusive evidence of the action taken.

4.4 Nonliability of Committee Members. The purpose of the review of plans and specifications by the Architectural Control Committee is to protect and enhance the aesthetic and monetary values of LA BON VIE and each Owner's lot and to maximize compliance with the Declaration and the Residential Design Guidelines for the benefit of all Owners. In performing its functions, the Architectural Control Committee does not warrant, guarantee, recommend, approve, certify or endorse any particular architectural, engineering or structural design, or any plan, specification, material, construction method or practice, as to its safety, freedom from defects, durability, fitness or suitability for intended use, strength or other characteristics. Neither the approval by the Architectural Control Committee of any plans or specifications for any work nor any review, inspection, or observation of such work shall in any manner constitute a warranty, representation or the undertaking of any duty or obligation on the part of the Architectural Control Committee, the Association Board, the Association, Developer or their respective members, agents, employees, and representatives, to any person, that any method, practice, design, material or structure, contained, shown or specified in any plans or specifications approved by the Architectural Control Committee, or reviewed, inspected or observed by the Architectural Control Committee or its members: (a) is safe or proper or sound or free from defects or vices or is vested with any quality or characteristic whatsoever, (b) complies with the requirements of this Declaration, (c) complies with the requirements of any contract, agreement or instrument, (d) complies with the requirements of any applicable law, ordinance or regulation and/or the work which Owner proposes to have performed on the lot, or (e) does not create an encroachment on a utility easement for which permission must be obtained from those utilities using the utility easement. Each person who submits plans and specifications to the Architectural Control Committee for a particular work, or who contracts for the performance of such work on any Lot pursuant to such plans and specifications, and each

architect, engineer, contractor, sub-contractor, supplier, materialman or other person who participates in any work on any Lot pursuant to such plans and specifications, hereby fully releases and discharges the Architectural Control Committee, and its members, the Association Board and its members, the Association, Developer, and their members, employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, and costs arising out of any act or fault by any person, or any defect, vice, hazard or failure, in any material, lot or improvement, relating in any way to such work.

4.5 Number of Members. The Architectural Control Committee shall consist always of either three (3) or five (5) members. The initial three (3) members of the Architectural Control Committee shall be appointed by Declarant. Subsequent members shall be appointed by the Board who may reduce the number of members of the Architectural Control Committee to three (3) and increase it to five (5) as often as it wishes. Each member of the Architectural Control Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Architectural Control Committee may be removed at any time without cause.

4.6 Objective. The objective of the Architectural Control Committee, is to encourage the building of homes of good architectural design, quality, and size compatible with the area. Homes should be planned with particular attention to the design and aesthetic appearance of the exterior and the use of materials as will, in the judgment of the Architectural Control Committee, create an attractive and harmonious blend with existing homes and the natural surroundings. The Architectural Control Committee may disapprove the design and construction of a home purely on its exterior appearance when such disapproval is required to protect other homeowners. Prior judgments or decisions regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Architectural Control Committee feels that the repetition of such matters will have an adverse effect.

4.7 Rules Adoption. The Architectural Control Committee may adopt such procedural and substantive rules not in conflict with this Declaration as it may deem necessary or proper for the performance of its duties.

## ARTICLE 5 – MISCELLANEOUS

5.1 Notices. Any notice required to be sent to an Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner of the lot as that address is stated in the records of the Association at the time of the mailing. The date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be the date of the giving of any notice when the notice is hand delivered.

5.2 Association Covenants and Amendment. Unless the context clearly indicates a meaning to the contrary, any reference in this act to rights and obligations under this Declaration shall include rights and obligations contained in the Association Covenants. Following the transfer by Developer or its assign of all of the lots in the subdivision, this act may be amended by a vote of seventy-five (75%) per cent of the Owners in the subdivision.

5.3 Future Phases. Developer reserves the right to add a future phase or phases to this development and, in that event, all phases will be considered as one subdivision. Any reference in the Declaration or Association Covenants to LA BON VIE shall include all phases of the Subdivision. Developer shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to declare that any additional property be annexed to, and included and otherwise incorporated within LA BON VIE. The restrictive covenants and conditions contained in this Declaration shall not extend to any such subsequent phase except to the extent expressly declared by Developer in a Supplemental Declaration. It shall be permissible for Developer to declare in a juridical act that a subsequent phase is subject to all restrictive covenants and conditions in this Declaration subject to any modifications thereof or additions or deletions thereto that are applicable only to the specific subsequent phase in question. It is further expressly declared that any Rules and Regulations of the Association may differ in their application to each subsequent phase, and the requirements of the design guidelines applicable to each subsequent phase may be different, and are expected to differ, from those requirements of the design guidelines applicable to portions of Phase 1. A Supplemental Declaration annexing to, and including and otherwise incorporating within, LA BON VIE, additional immovable property as authorized under this Section shall become effective upon being recorded in the conveyance records of the Clerk of Court.

5.4 Common Areas Incorporated into Lots or Streets. Developer may, in Developer's sole discretion, amend, adjust, and modify the shape, size, dimensions, and use of limited portions of the Common Areas shown on the attached plat so as to incorporate such Common Areas into streets or lots for re-sale to the public.

## ARTICLE 6 – DEDICATION OF SERVITUDES

6.1 Subdivision. Developer has submitted the attached plat of survey to the Lafayette City-Parish Department of Planning, Zoning and Codes in order to have plat approval issued by said Department, as shown by its stamp of approval on said plat of survey. Developer does by these presents subdivide the property into the lots and Common Areas having the dimensions and shapes as shown on the attached plat of survey.

6.2 Dedication, Creation, and Establishment of Servitudes. In connection with and in order to obtain such approval, Developer does by these presents dedicate, create, and establish exclusively in favor of the City-Parish, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the city Parish to use same or who may as a result of this dedication may derive any benefit there from, any and all rights-of-way, rights-of-passage, utility servitudes, drainage servitudes, and other items shown on the plat of survey referenced herein.

Developer declares that in connection herewith, Developer grants a perpetual predial servitude(s) in favor of the City-Parish and such other persons, entities or estates who are given authority by said Government to use the servitudes, rights of passage, rights of way and other items shown on the attached plat of survey, or who may as a result of this grant of servitude derive any benefit therefrom, and in connection therewith agrees that the City-Parish and any such individuals, entities and estates as are authorized by the City-Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating any and all utility, drainage and other improvements, and in connection therewith, may, within the confines of said servitudes as shown on the plat, clear brush, trees and other items or obstacles that may interfere with the free use of said servitudes; construct drainage, electric, sewer, and water and other utility facilities; remove all obstacles which would hamper or preclude the exercise of the servitude; and otherwise have full access for the purpose of utilizing and maintaining the servitudes and improvements hereafter or heretofore constructed therein, or thereon. Developer agrees to provide for the perpetual maintenance of any and all drainage ditches, including roadside ditches and other sewage receptors of effluent and other discharges from any and all sewer systems, to the extent they have not been accepted for maintenance by the Lafayette Consolidated Government, on the property within the subdivision and to perform and have performed all actions necessary to maintain, clear or improve said waste water discharge as necessary and/or required by law.

In connection with the exercise of the use of the servitudes created hereby, the City-Parish, for the ultimate benefit of the public and any other persons, entities, or estates, shall have such access as is appropriate or reasonably necessary, both within and without the actual confines of the servitudes, as same are shown on said plat, to access said servitude in order to maintain same, improve same, construct appropriate improvements, structures, and appurtenances with regard thereto, in accordance with the relevant provisions of the Louisiana Civil Code, and in particular Article 745 thereof.

The purpose of this Act is to dedicate to the City-Parish, for the ultimate benefit of the public, all utility servitudes, streets, rights-of-way and other matter as reflected on the plat of survey and to provide for the use and enjoyment of same by the public. In that regard, however, this dedication is made in favor of the City-Parish, which will have full authority to regulate the use of said servitudes, streets, rights-of-way, rights-of-passage,

and other items as shown on said plat. The servitudes shall be subject to full use by the Lafayette City-Parish Consolidated Government and those authorized by it for the purposes for which they are intended by those having the need or responsibility of providing utilities, drainage, or other services to the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on this 11th day of January, 2006, before the undersigned competent witnesses and the undersigned Notary Public.

WITNESSES: Mona Burris and (illegible signature)

For L.L. Development, L.L.C.: Larry Leger, Managing Member

NOTARY PUBLIC: Timothy J. Bradley, La. Bar Roll No. 10673

\* \* \* \* \*

*Transcribed by JM in May 2015.*

NOTE: This is intended to be a verbatim transcription of the text in the original document recorded January 17, 2006 with the Lafayette Parish Clerk of Court as pages 19 & 20 of File # 2006-1934. It was prepared for the convenience of having a searchable version. The original document, of course, governs.

Although this Maintenance Agreement was recorded along with the Declaration of Covenants, Servitudes and Restrictions for Phase 1 – both documents being recorded in the same Clerk of Court File # 2006-1934 – this Maintenance Agreement is not part of the Declaration.

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

### MAINTENANCE AGREEMENT

BEFORE ME, the undersigned Notary Public in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared L.L. DEVELOPMENT, L.L.C. (hereinafter referred to as "Owner"), who, after being first duly sworn, did depose and declare that:

Appearer, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bind and obligate Appearer, heirs, successors and assigns, in solido, to bear the responsibility and cost of the maintenance and repair of those certain private streets shown on that certain plat of survey by Sellers & Associates, Inc. filed for record on \_\_\_\_\_ under Entry No. 2006-\_\_\_\_\_ [\*], in the records of Lafayette Parish, which private streets shall at all times be maintained pursuant to this agreement to the standards required for private streets under all applicable subdivision regulations of the City-Parish of Lafayette.

Appearer acknowledges that the consideration for undertaking the foregoing obligation, as well as any other obligations contained therein, is the approval of the Lafayette City-Parish Consolidated Government, acting through its Planning and Zoning Commission and/or its Department of Planning, Zoning and Codes of the development of the property owned by Appearer or its ancestors in title through the utilization of private streets built to private street standards as provided in the subdivision regulations of the City-Parish of Lafayette, rather than the construction standards for a street which would be accepted for maintenance by the City-Parish Government as a public street under said regulations.

Appearer declares that it has executed the necessary documentation to implement a program under which the necessary funds shall be collected from the appropriate

property owners in order to maintain the private streets in good condition. Appearer agrees to provide for the perpetual maintenance of any and all drainage ditches, including roadside ditches, and other sewage receptors of effluent and other discharges from any and all sewer systems, to the extent that they have not been accepted for maintenance by the Lafayette Consolidated Government, on the property within the subdivision and to perform and have performed all action necessary to maintain, clean, clear or improve said waste water discharge as is necessary and/or required by law. Appearer, by these presents, declares that the Lafayette City-Parish Consolidated Government shall have the right, but not the obligation, to enforce any provisions of said documents insofar as they impose upon property owners the obligation of contributing toward the maintenance and repair of the private streets, and drainage facilities but only insofar as and to the extent that the Lafayette City-Parish Consolidated Government has actually performed repairs or maintenance for and on behalf of the property owners. Appearer does by these presents name the Lafayette City-Parish Consolidated Government as a third-party beneficiary to any and all agreements relative to the maintenance of the private street or streets and drainage facilities and agrees that it shall have available to it all remedies afforded Appearer or the property owners in enforcement of said agreement, including the right to recover all costs incurred by the City-Parish Consolidated Government and reasonable attorney's fees.

Appearer further declares that the herein created obligation to maintain and/or bear the costs of maintenance of private street or streets and drainage facilities shall run with the land and shall be binding upon all future owners of any portion of the hereinabove described property.

THUS DONE AND PASSED, this 11th day of January, 2006, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.

Witnesses: Mona Burris and (illegible)  
By Managing Member of L. L. Development, L.L.C.: Larry Leger  
Notary Public: Timothy J. Bradley, LA Bar Roll No. 10673

\* \* \* \* \*

[\*] Editor's Note: Page 2 of the recordation for File # 2006-1934 – of which this Maintenance Agreement appears on pages 19 & 20 – refers to Plat No. 2006-1934, i.e. La Bon Vie, Phase 1-A.

\* \* \* \* \*

*Transcribed by JM in May 2015*



NOTE: This is intended to be a verbatim transcription of the text in the original document recorded January 18 , 2006 with the Lafayette Parish Clerk of Court, File # 2006-2139. It was prepared for the convenience of having a searchable version. The original document, of course, governs.

THE COVENANTS OF  
LA BON VIE HOMEOWNERS ASSOCIATION, INC.

BE IT KNOWN, that before me the undersigned Notary Public, came and appeared L. L. DEVELOPMENT, L.L.C. ("Developer"), a Louisiana limited liability company represented by Larry Leger, its duly authorized Managing Member, who declared that by that act entitled "Declaration of Covenants, Servitudes, Restrictions of La Bon Vie, Phase 1" ("the Declaration"), Developer has established a highly restricted, gated residential development in Lafayette Parish, Louisiana; and

Whereas, in connection with the development and maintenance of the development, Developer has created a system of eventual self-governing including the formation of La Bon Vie Homeowners Association, Inc., (sometimes called herein simply "the Association") which is a Louisiana nonprofit corporation;

Whereas, Developer desires to set forth herein provisions for the organization, operation and maintenance of the Association;

Therefore, Developer hereby declares as follows:

The definitions contained in Article 1 of the Declaration are incorporated herein as though set forth entirely in this act. This act may be amended unilaterally by Developer as long as Developer owns any lots.

ARTICLE 1

1.1 Duties. The Association shall have the whole responsibility to manage, control, improve and maintain the Common Areas, to perform other duties required by the Declaration, and shall enforce the terms of the Declaration.

1.2 Additional Powers. To the extent permitted by any Governmental Authorities, the Association may, but is not obligated to provide the following services or engage in the following activities: (a) water, sewer, electrical, telephone, cable, fiber, television, Internet access and or other utility services, including the supply of irrigation water and garbage and trash collection and disposal; (b) providing laundry equipment or service; (c)

insect and pest control; (d) the Common Areas of vegetation, fishing, and wildlife conditions; (e) pollution and erosion controls; (f) emergency rescue, evacuation or safety equipment; (g) fire protection and prevention; (h) lighting of Common Areas; (i) security systems and security patrols within La Bon Vie; (j) transportation; (k) day care and child care services; (l) landscape maintenance for and within the Improvements; (m) recreation, sports, craft and cultural programs; (n) newsletters or other information services; (o) maintenance of yards on lots (which, includes without limitation thereto, grass cutting and maintenance of shrubbery and flowerbeds); and (p) any other service not prohibited by law to be provided by a community association organized as a nonprofit corporation. To the extent that the Association provides any of the above services or engages in any of the preceding activities, the cost of same will be billed to the Association Members as Assessments and, in the discretion of the Association Board, said costs may be included in either the Annual Assessments, in Special Assessments, or in the Individual Lot Assessments.

The Association may also maintain utility easement areas, public rights-of-way and other public or private properties located within reasonable proximity to La Bon Vie if the deterioration would affect the appearance of, or access to, La Bon Vie. If requested by at least 25% of the Association Members, a Community Meeting may be called and existing services or the offering of any new services under this section 1.2 may be repealed by a majority vote of the Association Members.

1.3 Garbage Collection. It is declared and acknowledged that the rear, or private, lanes which service rear lane loaded lots are expected to be adequate in design to accommodate the vehicles used by the third parties with whom the Lafayette Consolidated Government contracts for collection and removal of garbage, trash and recyclables (hereinafter called the "Lafayette Contractor Garbage Collectors"). If the Association Board, in its sole discretion, determines that it is unsafe or otherwise inadvisable to allow the Lafayette Contract Garbage Collectors to pick up and collect garbage, trash and/or recyclables from within La Bon Vie, and if it is otherwise legal to do so, the Association Board is hereby expressly authorized and directed, on behalf of all Owners, and in addition to the general authority granted above in Section 1.2, to: (a) direct and instruct the Lafayette Consolidated Government and the Lafayette Contract Garbage Collectors, or either of them, to cease, until further notice, any collection of trash, garbage or recyclables from any lots within La Bon Vie; and (b) contract with a third party for such third party to collect and pick up from each lot within La Bon Vie all garbage, trash and recyclables that require collection and disposal within La Bon Vie, with the cost of same being billed as Assessments as authorized in section 1.2.

1.4 Contracts. The Association may contract with Developer or any other party for (a) the performance of all or any portion of the management of the Association, (b) its maintenance and repair obligations, or (c) for the purpose of providing any services which the Association is authorized to provide as set forth in this Article 1. The cost of

such contracts shall be included within the General Assessment, Special Assessment or Individual Lot Assessment, if applicable, and as determined by the Association Board.

1.5 Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from title to any lot.

1.6 Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners of Lots in La Bon Vie, with the exception of Developer for so long as Developer remains a Class B Member of the Association. Class A Member shall be entitled to one vote for each lot owned in La Bon Vie. When more than one person holds an interest in any lot, all such persons shall be members, but 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. Corporations, limited liability companies, partnerships and other entities shall notify the Association of the natural person who shall be considered a member of the Association for the purpose of exercising its vote and such entities shall provide such evidence of appointment and authority as the Board of Directors of the Association may require.



Class B: The Class B member shall be Developer, who shall be entitled to seven (7) votes for each lot owned in La Bon Vie. The Class B membership shall cease and be converted to Class A membership no earlier than five (5 years) after the date of recordation of this Declaration with the Clerk of Court (except with the express written consent of Developer), but thereafter such Class B membership shall terminate ninety (90) days after the first to occur of the following:

(1) Ninety (90) days after the date as of which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, but only if a site plan proposing the annexation or inclusion into La Bon Vie as a new phase of development of the Developer's or Developer's designee's property, or of additional property eligible for annexation and inclusion into La Bon Vie pursuant to the Declaration, is not offered to the Planning Commission for the Lafayette Consolidated Government within said ninety (90) day period, and which site plan if and when approved will add sufficient additional lots to those lots that will then be owned by Developer, so that Developer will then, following the approval of such proposed site plan, and the filing of a supplemental Declaration, still own a majority of the lots in La Bon Vie.

(2) Twenty-five (25) years after the recording of the Declaration shall have elapsed; or

(3) The date on which the Class B Member elects in writing to become a Class A Member.

## 1.7 Board of Directors.

A. Initial Composition. The Association Board shall initially consist of at least three (3) persons each of whom shall be appointed by Developer. When at least 100 lots have been conveyed to Owners other than Developer and while Developer is a Class B Member of the Association, the Class A membership of the Association shall be entitled to vote and elect one (1) member of the Board of Directors of the Association, and the remaining members of the Board of Directors of the Association shall be selected by the Class B Member of the Association.

B. After Class B Termination. Upon termination of the Class B membership of the Association, the Association Board shall be elected as provided in the Association Bylaws.

C. Compensation. Directors of the Association shall receive no compensation for their services unless expressly provided for in resolutions adopted by the members of the Association, but may be reimbursed for expenses when approved by the Association Board.

1.8 Additional Provisions. Additional provisions concerning the operation of the Association and the Association Board are contained in the Association Articles and/or the Association Bylaws.

## ARTICLE 2 – DECISION MAKING

2.1 Community Meeting. Matters to be decided by the members shall be voted upon at Community Meetings.

A. When called. After Developer is no longer a Class B Member, the Community Meeting shall be called annually for the election of directors to serve on the Association Board, and whenever any action is required by the Declaration to be taken by vote or assent in writing of the Association Members.

B. Quorum. Voting at a Community Meeting requires the presence or proxy of members representing the percentage of votes established by the Association Board as necessary to transact business. The Association Board may revise this percentage from time to time, but in no event shall the required percentage for a quorum be less than 25% or more than 50%, unless otherwise required by statute. Notwithstanding any inference here into the contrary, until termination of Class B membership, presence of the Class B Member at a Community Meeting and a quorum of the Class A membership, shall be

required in order for the membership to be entitled to effectively vote on any issue brought before the Association's membership.

C. Notice. Notice of any meeting of the Association Members must be given to the Association Members at least ten (10) days but not more than thirty (30) days before the meeting, except in an emergency when whatever notice is reasonable, but in the sole discretion of the Association Board, shall be given.

2.2 Action without Meeting. If permitted by the Association Board, the membership may approve any matter (specifically including the election of directors) by written consent without a meeting, without prior notice and without a vote; provided, however, such consent shall be required to be given in writing and signed by the percentage of the members of the Association, as required by the Declaration, the Association Articles or the Association Bylaws, and by Developer as the Class B Member wherever approval by the Class B Member is required. Consents shall be in accordance with the Association Bylaws and any applicable statutes.

### 2.3 Association Board Meetings.

A. Association Board's Responsibility. Except as specifically provided in this act or in the Declaration, the Association Board has been delegated the power, and shall have the authority, to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this act or the Declaration and the care of the Common Areas. All consents, approvals, elections and other action authorized to be taken or given by the Association shall require only the approval of the Association Board, with the exception of those decisions that are expressly reserved to Association Members. If a quorum is present at a meeting of the Association Board, all decisions of the Association Board shall be made by a vote of the majority of the directors present at such meeting, with the exception of those cases where a greater vote is required either by law or by the Articles of Incorporation or Bylaws of the Association.

B. Quorum. Voting at an Association Board meeting requires the presence of at least one half of the directors, in person or by telephone conference or, if allowed by state law by proxy. If not prohibited by law, any action required to be taken by vote of the Association Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting), by obtaining the written approval of a majority of the directors of the Board of Directors of the Association.

2.4 Record Keeping. The Association Board shall keep records of all meetings, both of the Association Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and where applicable, the reasons why the action was considered necessary and a summary of the information on which the

decision was based. The record shall be available for inspection by any member of the Association.

2.5 Notice of Status As Member. With the exception of those Owners who acquired title to a lot from Developer, each Owner shall, upon acquiring title to a lot, immediately (a) give written notice to the Association at its office that he/she/it has acquired Ownership to a lot, and (b) shall include with such notice a copy of the cash sale, deed or other instrument pursuant to which such Owner acquired title to a lot. The Association Board and the Association shall be entitled to rely on its records for the purpose of determining the identity and address of Association Members as stated in their deed of acquisition of a lot, as of the date any notice is to be given or any decision is to be made. There is no obligation on the part of the Association to check the records of the Clerk of Court at any time for the purpose of determining the identities of the Owners of Lots. Although the Association may on occasion check the records of the Clerk of Court for the purpose of identifying Owners of Lots, such action shall not be considered as creating any obligation on the part of the Association to check the records of the Clerk of Court at any time thereafter for the purpose of determining the identities of the Owners of Lots. The records of the Association, for the purpose of identifying members entitled to notice of any meeting of Association Members, shall consist of (i) the cash sales, deeds or other instruments pursuant to which Developer initially transferred title to lots, and (ii) those notices given to the Association pursuant to the requirements of the first sentence of this section.

2.6 Effective Date of Ownership for Purposes of Notice. Notice of any meeting of Association Members shall be considered as having been duly and properly given, if given to those persons entitled to notice based on the records of the Association, as described in section 2.5.

### ARTICLE 3 – ASSOCIATION BUDGET

3.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Association Board selects a different Fiscal year.

3.2 Budget Items. The budget for the Association shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by, or properly approved in accordance with, this act. The budget may also include reasonable amounts, as determined by the Association Board for working capital for the Association and for reserves. If the Common Areas are taxed separately from the lots by the city and/or the parish of Lafayette, Louisiana, or by any other Governmental Authority with taxing

power, for ad valorem property taxes or any other taxes, the Association shall include such taxes as part of the budget and shall pay such taxes. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

3.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the Annual Assessments. Extraordinary expenses not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the members of the Association. If the reserves are inadequate for any reason, including non-payment of any members' assessment, the Association Board may at any time levy and collect an emergency assessment in accordance with the provisions of Section 4.5 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Association Board so determines, the excess may be returned on a pro rata basis to all members of the Association as of the date of such decision to refund such excess of reserves, who are current in payment of all Assessments to the Association, or may be used to reduce the following year's Annual Assessments. The Association may rely on its record as identified in section 2.5 in determining the names and addresses of Association Members as of the date of any refund of excess reserves.

### 3.4 Preparation and Approval of Annual Budget.

A. Initial Budget. Developer shall determine the budget for the fiscal year in which a lot is first conveyed to an Owner other than Developer.

B. Subsequent Years. Beginning with the year in which a lot is first conveyed to an Owner other than Developer, and each year thereafter, at least one month before the end of the fiscal year, the Association Board shall, by majority vote, adopt a budget for the coming year and set the Annual Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Association Board shall send to each Association Member a copy of the budget in reasonably itemized form, which shall include the amount of Annual Assessments payable by each Association Member.

C. Approval. After Developer is no longer a Class B Member, if Annual Assessments are to be increased to greater than 125% of the previous year's annual assessment, and at least 25% of the Association Members request review within thirty (30) days after the budget is delivered to the Association Members, the Association Board shall call a Community Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required

to transact business is present and the budget is rejected by a majority of the Association Members. If the budget is rejected, the Association Board shall approve a new budget within ten (10) days and send a copy to each Association Member.

3.5 Effect of Failure to Prepare or Adopt Budget. The Association Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under section 3.4, shall not waive or release an Association Member's obligation to pay Annual Assessments whenever the amount of such Assessments is finally determined. In the absence of an annual Association budget, each Association Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

3.6 Capital Improvements. Any substantial capital improvement to the Common Areas approved by the Association Board must be ratified by a majority of the Association's Class A Members. If the substantial capital improvement is approved by the Association's Class A Members, the Association Board shall determine whether it shall be paid from Annual Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six (6%) percent of the Association's annual budget, or if, when added to other capital improvements for the fiscal year in question, totals more than ten (10%) percent of the Association's annual budget. Notwithstanding any inference to the contrary, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Design Review Board is required for all Improvements. This paragraph shall not limit the right of Developer to make improvements to the Common Areas.

3.7 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Association Board with respect to Assessments and charges of all types may be commingled in a single fund.

#### ARTICLE 4 – COVENANTS FOR MAINTENANCE ASSESSMENTS

4.1 Obligation of Owners Other Than Developer for Assessments. Each Owner (other than Developer) of any lot by acceptance of title to the lot, whether or not it shall be so expressed in the Owner's instrument of acquisition, is deemed to covenant and agree to pay to the Association the following (to be collectively referred to as "Assessments"):

- (a) Annual Assessments;
- (b) Special Assessments; and
- (c) Individual Lot Assessments



together with interest at the rate of twelve (12%) from that date which is ten (10) days after each payment of an Assessment is due, and all costs of collection, if any, including a reasonable attorney's fee whether or not suit is brought or otherwise filed. Upon default in the payment of any one or more installments, the Association Board may accelerate the entire balance of such Assessments, which shall be declared immediately due and payable in full. When determining the assessment due from each lot Owner, the Association Board may, in its sole discretion, but is not obligated to, distinguish between lots on which buildings have not been constructed, lots on which buildings have been constructed and lots on which buildings are in the process of being constructed.

4.2 Equitable Division of Assessments. Annual Assessments and Special Assessments, shall be assessed equally among the lots. If an Owner combines two (2) lots or parts of lots, with appropriate approval to so combine said lots, and uses them as a single lot, the Association shall assess them as a single lot. In the event two (2) or more lots, or parts of lots, are assessed as a single lot as authorized under this section, the Owners of such lots, or portions of lots, shall have only one (1) vote, with respect to said lots or parts of lots, as an Association Member, when voting on matters that are required to be voted on by the Association Members. If three (3) or more adjoining lots are redivided as provided in section 2.3 of the Declaration, the Association may assess them based on the new number of lots and the Owners of such lots shall have only one (1) vote with respect to each lot assessed, as an Association Member, when voting on matters that are required to be voted on by the Association Members.

4.3 Annual Assessments.

A. Establishment by Association Board. The Association Board shall set the date or dates General Assessments become due and may provide for collection and payment of Assessments annually or in semiannual installments.

B. Date of Commencement. The Annual Assessments shall begin on the day of conveyance of the first lot to an Owner other than Developer. The initial assessment on any lot subject to assessment may be collected at the time title is conveyed to the Owner. Each Owner shall be responsible for the prorated share of the Annual or Special Assessment charged to each lot for the period, prorated from the first of the month following the day of closing.

4.4 Special Assessment. In addition to the annual assessment, the Association Board may levy in any fiscal year a Special Assessment applicable to that year and to not more than the next four succeeding years as follows:

A. Capital Improvements. Any substantial capital improvement which has been approved in accordance with section 3.6, or any capital improvement not required to be approved by the Association Members, may be paid by Special Assessment.

B. Emergency Assessment. By a two-thirds (2/3) vote, the Association Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this act or the Declaration or the law requires the Association to pay (including but not limited to, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

4.5 Individual Lot Assessment. Assessments against a particular lot for the purpose of defraying, in whole or in part, the cost of any special services to that lot or any other charges described in this act such as those due to a failure to comply with this act or the Declaration, may be assessed by the Association as an Individual Lot Assessment.

4.6 Capital Contribution Assessment. At the closing and transfer of title of each lot to the first Owner other than Developer, Developer may require that the new Owner contribute an amount equal to two months' assessments (which shall include at least the Annual Assessment). This contribution shall be used by the Association for the purpose of initial and nonrecurring administrative expenses of the Association and/or for providing initial working capital for the Association and shall not be considered as a pre-payment of Assessments (including without limitation the Annual Assessment).

4.7 Effect and Remedies of Nonpayment of Assessment.

A. Personal Obligation. All Assessments, together with any interest and cost of collection when delinquent, including reasonable attorney fees whether or not suit is brought (collectively the "Assessment Charge"), shall be the personal obligation of the person or entity who is the Owner of the lot at the time when the assessment was levied. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the lot or by non-use of the Common Areas.

B. Creation of Lien. The Assessment Charge shall also be an encumbrance on the land and shall be a continuing lien on the lot against which the Assessment Charge is made from the date of recording of a claim of lien in the mortgage records of the Lafayette Parish Clerk of Court. This encumbrance and lien in favor of the Association shall secure the Assessment Charge.

C. Suit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge(s) or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association shall have the power to bid for any lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the lot.

D. Subordination of the Lien to Mortgages. The recorded lien of the Assessment Charge shall be inferior to any prior recorded mortgage or encumbrance of any Mortgagee.

E. Other Remedies. The Association Board shall have the right to assess fines up to a maximum of \$10.00 per day and to suspend the voting rights and right to use of the Common Areas by an Owner for any period during which any assessment against the said Owner's lot remains unpaid.

## ARTICLE 5 – INSURANCE.

5.1 Review of Coverage. The Association Board shall review limits of coverage for each type of insurance at least once a year.

5.2 Casualty Insurance. The Association Board may obtain and, if additional Common Areas with significant insurable improvements are added to La Bon Vie, shall be required to obtain and maintain, casualty insurance on the improvements for fire damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and wind storm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Areas.

5.3 Public Liability. The Association Board may obtain public liability insurance in such limits as the Association Board may from time to time determine, insuring against any liability arising out of, or incident to, the Ownership and use of the Common Areas and any water access located on or adjoining La Bon Vie. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Association Board or other Owners.

5.4 Director Liability Insurance. The Association Board may obtain liability insurance insuring against personal loss for actions taken by members of the Association Board and advisory members in the performance of their duties. Such insurance will be of the type and amount determined by the Association Board in its discretion.

5.5 Other Coverage. The Association Board shall obtain and maintain Workmen's Compensation insurance if and to the extent necessary to meet any requirements of law, and may obtain such other insurance as the Association Board may determine or as may be requested from time to time by a majority vote of the members.

5.6 Repair and Reconstruction after Fire or Other Casualty.

A. Common Areas. If fire or other casualty damages or destroys any of the improvements on the Common Areas, the Association Board shall arrange for and supervise the prompt repair and restoration of the Common Areas. The Association Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

B. Lot Improvements. If fire or other casualty, damages or destroys a building, or any other improvements on a lot, the Owner of that lot shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Design Review Board. The Owner, however, may choose to not re-build the improvements at all. In such cases, the Owner must remove all improvements to the property including the slab, and restore the lot to its original condition. If the Owner fails to clean and secure a lot within 30 days after the casualty, or, in cases where the Owner chooses not to rebuild, fails to restore the lot to the original condition, the Association may remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the lot safe and attractive. The cost of such clean up shall be assessed to the lot Owner as an Individual Lot Assessment.

ARTICLE 6 – AMENDMENT

6.1 Following the sale or transfer of all of the lots in the subdivision by Developer, this act may be amended by the Board of Directors of the Association.

Signed this 11th day of January, 2006, before the undersigned competent witnesses and Notary Public.

WITNESSES: Mona Burris and Myra F. Corrigan

For LA BON VIE, L.L.C.: Larry Zachary Leger, Managing Member

NOTARY PUBLIC: Timothy J. Bradley, La. Bar Roll No. 10673

\* \* \* \* \*

*Transcribed by JM in May 2015.*

NOTE: This is intended to be a verbatim transcription of the text in the original document recorded October 16, 2006 with the Lafayette Parish Clerk of Court, File # 2006-45128. It was prepared for the convenience of having a searchable version. The original document, of course, governs.

ACT OF DEDICATION  
AND RESTRICTIVE COVENANTS  
OF LA BON VIE, PHASE 1-B

BE IT KNOWN, that before me the undersigned Notary Public came and appeared LA BON VIE, L.L.C. ("Developer"), a Louisiana limited liability company represented by Larry Zachary Leger, its duly authorized Managing Member, who declared that Developer is the owner of the property located in Lafayette Parish, Louisiana, and shown as La Bon Vie Subdivision, Phase 1-B on the attached plat<sup>1</sup> of survey.

DEDICATION OF SERVITUDES

Developer has submitted the attached plat of survey to the Lafayette City-Parish Department of Planning, Zoning and Codes in order to have plat approval issued by said Department, as shown by its stamp of approval on said plat of survey. Developer does by these presents subdivide the property into the lots and Common Areas having the dimensions and shapes as shown on the attached plat of survey.

Dedication, Creation, and Establishment of Servitudes.

In connection with and in order to obtain such approval, Developer does by these presents dedicate, create, and establish exclusively in favor of the City-Parish, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the City-Parish to use same or who may as a result of this dedication may derive any benefit therefrom, any and all rights-of-way, rights-of-passage, utility servitudes, drainage servitudes, and other items shown on the plat of survey referenced herein.

As to the public right-of-way shown as "Nanterre Lane" on the attached plat of survey, Developer declares that it does, by these presents dedicate to public use, for and on behalf of the public in general, but in particular in favor of the City-Parish, the right-of-way shown as Nanterre Lane, said dedication to be considered a formal statutory dedication in accordance with the provision of LSA-R.S. 33:5051 et seq., SUBJECT TO

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<sup>1</sup> The referenced Plat number is shown on the Recording page as Plat # 2006-45128.

THE FOLLOWING MINERAL RESERVATION: Developer hereby retains and reserves unto itself all oil, gas and other minerals and mineral rights of every kind and character located in, under or upon, or pertaining to its property which it is dedicating as the said designated roads and streets, in perpetuity, to the greatest extent permitted by law, provided however, that Developer agrees that no surface operations shall be permitted for the exploration or extraction of such minerals under said street. Developer declared that the streets other than Nanterre Lane are private and the use thereof is reserved exclusively to the owners of lots in La Bon Vie, and their guests, invitees, contractors.

Developer declares that in connection herewith, Developer grants a perpetual pre-dial servitude(s) in favor of the City-Parish and such other persons, entities or estates who are given authority by said Government to use the servitudes, rights-of-passage, rights-of-way and other items shown in the attached plat of survey, or who may as a result of this grant of servitude derive any benefit therefrom, and in connection therewith agrees that the City-Parish and any such individuals, entities and estates as are authorized by the City-Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating any and all utility, drainage and other improvements, and in connection therewith, may, within the confines of said servitudes as shown on the plat, clear brush, trees and other items or obstacles that may interfere with the free use of said servitudes; construct drainage, electric, sewer, and water and other utility facilities; remove all obstacles which would hamper or preclude the exercise of the servitude; and otherwise have full access for the purpose of utilizing and maintaining the servitudes and improvements hereafter or heretofore constructed therein, or thereon. Developer agrees to provide for the perpetual maintenance of any and all drainage ditches, including roadside ditches and other sewage receptors of effluent and other discharges from any and all sewer systems, to the extent they have not been accepted for maintenance by the Lafayette Consolidated Government, on the property within the subdivision and to perform and have performed all actions necessary to maintain, clear or improve said waste water discharge as necessary and/or required by law.

In connection with the exercise of the use of the servitudes created hereby, the City-Parish, for the ultimate benefit of the public and any other persons, entities, or estates, shall have such access as is appropriate or reasonably necessary, both within and without the actual confines of the servitudes, as same are shown on said plat, to access said servitude in order to maintain same, improve same, construct appropriate improvements, structures, and appurtenances with regard thereto, in accordance with the relevant provisions of the Louisiana Civil Code, and in particular Article 745 thereof.

The purpose of this Act is to dedicate to the City-Parish, for the ultimate benefit of the public, all utility servitudes, streets, rights-of-way and other matter as reflected on the plat of survey and to provide for the use and enjoyment of same by the public. In that regard, however, this dedication is made in favor of the City-Parish, which will have full

authority to regulate the use of said servitudes, streets, rights-of-way, rights-of-passage, and other items as shown on said plat. The servitudes shall be subject to full use by the Lafayette City-Parish Consolidated Government and those authorized by it for the purposes for which they are intended by those having the need or responsibility of providing utilities, drainage, or other services to the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

WHEREAS, by those acts recorded under Entry Nos. 06-00001934 (the "Declaration") and 2006-00002139 (the "Association Covenants") of the records of Lafayette Parish, Louisiana, the subdivision known as La Bon Vie, Phase 1-A was dedicated and covenants, conditions and restrictions were created and established; and

WHEREAS, Article 2 and Article 5.3 of the Declaration provided that the restrictive covenants and the other terms and provisions of said documents apply to all phases of La Bon Vie subdivision;

THEREFORE, Developer hereby affirms and declares that the restrictive covenants, terms, and provisions of "The Declaration of Covenants, Servitudes, and Restrictions" recorded under Entry No. 06-00001934, and of "The Covenants of La Bon Vie Homeowners Association, Inc." recorded under Entry No. 06-00002139, all of the records of Lafayette Parish, Louisiana, and of the Articles of Incorporation of La Bon Vie Homeowners Association, Inc., do already, and hereafter shall, bear against the property known as Phase 1-B of La Bon Vie, as shown on the attached plat of survey, and shall be binding upon all present and future owners of property within La Bon Vie, Phase 1-B, with the following exception:

The pertinent provisions of article 3.25, dealing with the location of sidewalks to be constructed by owners in relation to the curb, shall be amended so that, as to Phase 1-B of La Bon Vie, it shall read as follows:

"3.25 Sidewalks. On or before (a) completion of construction of the residential dwelling on a Lot, or (b) the date established by the City of Lafayette as a deadline for construction of all sidewalks in the subdivision, whichever first occurs, the Owner of the Lot shall cause a sidewalk to be constructed as hereinafter described. Sidewalks must be constructed of four (4") inch broom-finished concrete with metal expansion joints at intervals of no more than ten (10') feet. The top of the sidewalk shall have a one-half (1/2") inch slope toward the street. Sidewalks shall be constructed in the road right-of-way a distance of seven (7) feet from the curb, and have a width of sixty (60") inches measured by perpendicular lines from the street side lot boundary and extending the entire length of such boundary. Sidewalks shall be constructed so as to join existing sidewalks located on adjacent lots at the same height, width and displacement. In the event an Owner of a Lot fails to construct the sidewalk after ten (10) days written notification to do so by the Architectural Control Committee, the Architectural Control

Committee 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 estimate shall be a charge and lien upon the property affected from the date of recordation of the affidavit and shall also be a personal obligation of the Owner of the Lot. The Architectural Control Committee may bring an action against the owner personally obligated to pay the same and/or to foreclose the lien against the Lot. The amount of the debt and lien shall include interest at the rate of eighteen (18%) percent per annum from date of recordation of the affidavit, reasonable attorney's fees and all costs and expenses incurred to prosecute such actions. The Architectural Control Committee shall have the right to assign its interest in the lien, and the claim secured thereby, to the City of Lafayette, to secure completion of sidewalks in the Subdivision. Once the sidewalks have been constructed by the Owners, or the lien for the construction of sidewalks is paid in full, the right to the lien shall terminate."

Except as amended herein, all of the terms of those acts recorded under Entry Nos. 2006-00001934 and 2006-2139 shall continue to bear against all property located in any phase of La Bon Vie.

IN WITNESS WHEREOF, the undersigned has executed this act on this 29th day of September, 2006, before the undersigned competent witnesses and the undersigned Notary Public.

WITNESSES: Mona Burris and Myra F. Corrigan

For LA BON VIE, L.L.C.: Larry Zachary Leger, Managing Member

NOTARY PUBLIC: Timothy J Bradley, La. Bar Roll No. 10673

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*Transcribed by JM in May 2015.*



NOTE: This is intended to be a verbatim transcription of the text in the original document recorded October 16, 2006 with the Lafayette Parish Clerk of Court as pages 19 & 20 of File # 2006-45128. It was prepared for the convenience of having a searchable version. The original document, of course, governs.

Although this Maintenance Agreement was recorded along with the Act of Dedication and Restrictive Covenants of La Bon Vie Phase 1-B – both documents being recorded in the same Clerk of Court File # 2006-45128 – this Maintenance Agreement is not part of the Dedication.

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

### MAINTENANCE AGREEMENT

BEFORE ME, the undersigned Notary Public in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Larry Z. Leger (hereinafter referred to as "Owner", whether one or more individuals or entities), who, after being first duly sworn, did depose and declare that:

Appearer is the owner of the following described property situated in the Parish of Lafayette, State of Louisiana, to-wit:

Appearer, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bind and obligate Appearer, heirs, successors and assigns, in solido, to bear the responsibility and cost of the maintenance and repair of that certain private street or streets shown on that certain plat of survey by Sellers and Associates filed for record on \_\_\_\_\_ under Entry No. \_\_\_\_\_ [\*], in the records of Lafayette Parish, which private street or streets shall at all times be maintained pursuant to this Agreement to the standards required for private streets under the applicable subdivision regulations of the City-Parish of Lafayette.

Appearer acknowledges that the consideration for undertaking the foregoing obligation, as well as any other obligations contained herein, is the approval of the Lafayette City-Parish Consolidated Government, acting through its Planning and Zoning Commission and/or its Department of Planning, Zoning and Codes of the development of the property owned by Appearer or its ancestors in title through the utilization of private streets built to private street standards as provided in the subdivision regulations of the City-Parish of Lafayette, rather than the construction standards for a street which would be accepted for maintenance by the City-Parish Government as a public street under said regulations.

Appearer declares that it has executed the necessary documentation to implement a program under which the necessary funds shall be collected from the appropriate property owners in order to maintain the private streets in good condition. Appearer agrees to provide for the perpetual maintenance of any and all drainage ditches, including roadside ditches, and other sewage receptors of effluent and other discharges from any and all sewer systems, to the extent that they are have not been accepted for maintenance by the Lafayette Consolidated Government, performed repairs or maintenance for and on behalf of the property owners. Appearer does by these presents name the Lafayette City-Parish Consolidated Government as a third-party beneficiary to any and all agreements relative to the maintenance of the private street or streets and drainage facilities and agrees that it shall have available to it all remedies afforded Appearer or the property owners in enforcement of said agreement, including the right to recover all costs incurred by the City-Parish Consolidated Government and reasonable attorney's fees.

Appearer further declares that the herein created obligation to maintain and/or bear the costs of maintenance of private street or streets and drainage facilities shall run with the land and shall be binding upon all future owners of any portion of the hereinabove described property.

THUS DONE AND PASSED, this 2nd day of October, 2006, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.

Witnesses: Mona Burris, Myra F. Corrigan

Owner: Larry Z. Leger

Notary: (Illegible signature; name not printed, LA Bar Roll No. not provided)

\* \* \* \* \*

[\*]Editor's Note: Page 1 of the October 16, 2006 recordation for File # 2006-45128 – of which this Maintenance Agreement appears on pages 5 & 6 – refers to Plat No. 2006-45128, i.e. La Bon Vie, Phase 1-B.

\* \* \* \* \*

*Transcribed by JM in May 2015.*

NOTE: This is intended to be a verbatim transcription of the text of the Articles of Incorporation as recorded on November 16, 2006 at the Lafayette Parish Clerk of Court, File # 2006-50656. It was prepared for the convenience of having a searchable version. The original document, of course, governs.

ARTICLES OF INCORPORATION  
OF  
LA BON VIE HOMEOWNERS ASSOCIATION, INC.

BE IT KNOWN, that on this 10th day of January, 2006, before me the Undersigned Notary Public, and in the presence of the witnesses hereinafter named, came and appeared Timothy J. Bradley, who, acting as incorporator of a corporation under the Louisiana Nonprofit Corporation Law, does hereby adopt the following as Articles of Incorporation for such corporation.

ARTICLE I  
NAME

The name of the corporation is LA BON VIE HOMEOWNERS ASSOCIATION, INC., herein sometimes called the "Corporation" or the "Association."

ARTICLE II  
NON-PROFIT

The Corporation is a non-profit corporation.

ARTICLE III  
DURATION

The period of its duration is perpetual unless terminated sooner by vote of 100% of the members.

ARTICLE IV  
PURPOSES AND POWERS

The purpose for which the corporation is organized is to provide for the maintenance of the Common Areas and to enforce the covenants established for all phases of La Bon Vie, a highly restricted residential development in the Parish of Lafayette, Louisiana, as set forth in the documents entitled "The Declaration of Covenants, Servitudes, and Restrictions of La Bon Vie, Phase I ( the " Declaration") and "Covenants of the La Bon Vie Homeowners Association, Inc." (the "Association Covenants") filed or to be filed in the records of Lafayette Parish, Louisiana.

In connection with such purpose, the Association shall:

(a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration and Association Covenants, as the same may be amended from time to time as therein provided; and

(b) fix, levy, collect and enforce payment by any lawful means, including the filing of liens, of all dues, charges or assessments imposed upon the lots in La Bon Vie and/or the owners of lots, to further its purposes; and

(c) have and to exercise any and all such powers, rights, and privileges which a corporation organized under the Louisiana Nonprofit Corporation Law may now or hereafter have or exercise.

ARTICLE V  
MEMBERSHIP, VOTING RIGHTS, BOARD OF DIRECTORS,  
MEETINGS, BUDGET, ASSESSMENTS

The membership, voting rights, Board of Directors, meetings, budget, assessments, decision-making, insurance, and other provisions governing the Association are as set forth in the Declaration and the Association Covenants and said documents are Incorporated herein by reference as though set forth herein.

The directors are:

Larry Leger, 4677 NW Evangeline Thruway, Carencro, LA 70520

Mona Burris, 4677 NW Evangeline Thruway, Carencro, LA 70520

Lance Leger, 4677 NW Evangeline Thruway, Carencro, LA 70520

ARTICLE VI  
AMENDMENTS

These Articles may be amended or altered by a majority vote of the Board of Directors as long as the Developer or its successors or assigns, is a Class B member of the Association. Thereafter, amendment of these Articles shall require the assent of seventy-five (75%) percent of the votes of the entire membership.

ARTICLE VII  
REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 4677 NW Evangeline Thruway, Carencro, Louisiana, 70520. The name and address of the registered agent of the corporation is Timothy J. Bradley, 1008 E. St. Mary's Blvd, Lafayette, Louisiana, 70503.

ARTICLE VIII  
INCORPORATOR

The name and street address of the Incorporator is Timothy J. Bradley, 1008 E. St. Mary's Blvd, Lafayette, Louisiana, 70503.

THUS DONE AND SIGNED on this 10th day of January, 2006.

WITNESSES: Marcy C. Delaney and Stacey Guillet

INCORPORATOR: Timothy J. Bradley

NOTARY PUBLIC: Elizabeth B. Broussard, Notary #13582

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*Transcribed by JM in May 2015.*