

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

**LINDSEY LEE, WAYNE BALLARD, JR.,
JENNIFER BALLARD, RONALD
ROBERTS, III, KATHRYN ROBERTS,
ZACHARY RUSSELL, LACEY RUSSELL,
LUIS HINOSTROZA, TIM ADDISON, II,
STACY ADDISON, JONATHAN
McMORRIS, AND
GILBERT BANKSTON, III**

CIVIL ACTION NO.:

VERSUS

**D.R. HORTON, INC. – GULF COAST,
D.R. HORTON, INC., ACADIAN TRACE
HOA, INC., LIVINGSTON PARISH
COUNCIL, GEORGE KURZ, DAVID
STANTON, JAKE LAMBERT, AUSTIN R.
KINCHEN, NICOLE S. LATO, DAWNA
TULLY, DANIELLE VADO, RAFAEL
VADO, ROBERT W. BLANSETT,
CURNESHIA S. SKINNER, JON
JERMAINE PALMER, KYLE A.
BURGAN, DEMERRIA DRAKE-YOUNG,
KOURTIN MORRELL, JANICE
MORGAN, PHILLIP J. DAVIDSON, JR.,
STEVEN J. SCAVO, JR., RICHARD M.
ADAMS, JOSHUA P. SERRANO,
JENNIFER GONZALES, DAWN SMITH,
AND RYAN SMITH**

COMPLAINT AND DEMAND FOR JURY TRIAL

NOW INTO COURT, through undersigned counsel, come the following individuals:

- 1) **LINDSEY LEE** - a person of the full age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana;
- 2) **WAYNE BALLARD, JR. and JENNIFER BALLARD** - both persons of the age of majority and resident domiciliaries of the Parish of Livingston, State of Louisiana;

- 3) **RONALD ROBERTS, III and KATHRYN ROBERTS** - both persons of the age of majority and resident domiciliaries of the Parish of Livingston, State of Louisiana;
- 4) **ZACHARY RUSSELL and LACEY RUSSELL** - both persons of the age of majority and resident domiciliaries of the Parish of Livingston, State of Louisiana;
- 5) **LUIS HINOSTROZA** - a person of the full age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana;
- 6) **TIM ADDISON, II and STACY ADDISON** - both persons of the age of majority and resident domiciliaries of the Parish of Livingston, State of Louisiana;
- 7) **JONATHAN McMORRIS** - a person of the full age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana; and
- 8) **GILBERT BANKSTON, III** - a person of the full age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana

(hereinafter collectively referred to as “Plaintiffs”), both individually and in their representative capacity, who respectfully move this Honorable Court as follows:

PROLOGUE

This litigation tells a modern day story of David versus Goliath. Goliath is D.R. Horton, a New York Stock Exchange company and self-described largest residential developer in the United States. “David” is the 10 families of Acadian Trace, who bought their homes in Acadian Trace subdivision prior to D.R. Horton’s acquisition of the unimproved lots.

Ever since D.R. Horton purchased the development, the company placed its employees on the Homeowners Association Board of Directors and gave itself carte blanche authority to do what it pleases, when it pleases. Moreover, investigation reveals that D.R. Horton changed the approved subdivision elevation and drainage on the existing plat without any Livingston Parish approval.

The Acadian Trace Subdivision Board of Directors believes it is the ultimate authority of the Homeowners Association, responsible for overseeing all aspects of the association, including

finances, management, the employment of a professional property manager, the hiring and management of legal counsel, setting policy, enforcing the restrictive covenants, and ensuring the proper operation of the Homeowners Association¹. This purported policy has allowed D.R. Horton to completely alter the building restrictions of the neighborhood, and by doing so, D.R. Horton has caused extensive damage to the prior homeowners by arbitrarily raising the elevation of all D.R. Horton lots without proper governmental authority, causing flooding and a lack of proper drainage. (Recently, D.R. Horton has reached out to these affected parties with a letter in which D.R. Horton offers to "observe" the drainage issues).

These practices by D.R. Horton cannot be considered a mistake. The change in the natural water flow as approved by the Livingston Parish Council was not followed which now causes rainwater to back up into some houses and floods carports. As various Courts across the United States have made clear, D.R. Horton continues to be engaged in unfair practices "that offend established public policy and is immoral, unethical, oppressive, unscrupulous" solely for D.R. Horton's financial benefit².

Examples of D.R. Horton's practices are:

- *In Re: Miami Florida Majorca Isles Condominiums - Mukamal v. Steven M. Gladstone, Steven M. Gladstone CPA & Associates, LLC N/K/A Gladstone & Company, LLC, D.R. Horton, Inc., and Amalia Papadimitriou, Docket No.: 12-19056-AJC, U.S. Bankruptcy Court for the Southern District of Florida; Verdict - \$16.3 million dollar fine for breach of*

¹ There is ongoing litigation in Lafayette Parish for similar nefarious acts. See *Nicole Vincent, et al. v. D.R. Horton, Inc. - Gulf South, et al.*, docket no. 2020-1172, 15th Judicial District Court.

² A review of D.R. Horton's SEC filings shows \$400,000,000 is set aside for these types of "issues."

fiduciary duty, breach of contract, unfair trade practices; See also www.independentamericancommunities.com/2016/11/07/judge-calls-dr-horton-greedy-corporate-giant-in-hoa-lawsuit;

- *In Re Herons Landing Subdivision Jacksonville Florida - [D.R. Horton, Inc. - Jacksonville v. Heron's Landing Condo. Ass'n of Jacksonville, Inc.](#), 266 So. 3d 1201 (Fla. Dist. Ct. App. 2018); 9.6 million Dollar verdict from Florida Supreme Court for faulty building practices; see also Clark, K. (2017, Dec. 27), www.actionnewsjax.com/news/local/herons-landing-community-still-waiting-on-millions-in-settlement-money-from-homebuilder-dr-horton/669957321;*
- *The North Carolina Attorney General's Office has investigated 20 complaints filed by homeowners against the developers since late 2014. In documents WECT obtained from the NCAGO, complaints ranged from flooded homes blamed on the construction to subcontractors allegedly filling up 5-gallon buckets at a homeowner's outside faucet to be used at nearby homes under construction; DelPrete, C. (2018, June 13), www.wect.com/story/38415113/wect-investigates-history-of-distrust-between-homeowners-and-dr-horton.*
- *Conservatory Neighborhood Aurora Colorado - 13.5 million dollar loss in arbitration for a faulty drainage system; Armbrister, M. (2017, Apr. 11), www.bizjournals.com/denver/news/2017/04/11/aurora-hoa-wins-13-5-million-award-in-dispute-with.html.*
- *Aurora CO -Prairie Ridge at Saddle Rock Neighborhood – 4 million dollar arbitration award against DR Horton for faulty construction;*

www.denver.cbslocal.com/2021/03/17/d-r-horton-ordered-to-pay-to-repair-crumbling-community;

- *Superior, Colorado – HOA awarded \$39.5 million settlement for building defects, including cracked foundations and walls and poor land drainage, Zurier, S. (2005, Oct. 27), www.builderonline.com/building/regulation-policy/suit-settled_o;*
- *Smith v D.R. Horton - 2016 - South Carolina Supreme Court rules that arbitration clauses in D.R. Hortons Sales contracts are unconstitutional; [Smith v. D.R. Horton, Inc.](#), 417 S.C. 42, 790 S.E.2d 1 (2016);*
- *Denver CO - Carlyle Park in Highlands Ranch - \$19.5 million settlement to repair homes, Carlyle Park Homeowners Association v. DR Horton, Inc., et al., Case No. 03CV1345 (Arapahoe County, Colorado District Court);*
- *Colorado – multiple developments have filed suit against D.R. Horton, claiming defects due to shoddy construction; www.denver.cbslocal.com/2011/07/14/dozens-of-homeowners-sue-d-r-horton-over-building-defects;*
- *30 homeowners in the Vista Veja subdivision in Albuquerque New Mexico have filed suit for construction defects, Plaintiffs are filing suit under the consumer protection law; www.abqjournal.com/1272363/homeowners-sue-d-r-horton-over-workmanship;*
- *Nevada De Paz Neighborhood - 14 separate settlements with D.R. Horton involving landscaping and construction defects; Azure Manor/Rancho de Paz Homeowners Association v. D.R. Horton, Inc., et al., Docket No.: A-15-722312-D, District Court, Clark County, Nevada;*

- *Oregon DEQ fined D.R. Horton 66k for violating building permits; Vaughn, C. (2017, Aug. 11), www.pamplinmedia.com/scs/83-news/360994-251427-dr-horton-nabbed-again-by-state-for-wetlands-erosion-issues;*
- *Denham Springs LA - Martin v DR Horton and Alliant Air Conditioning - D.R. Horton built numerous faulty homes with incompatible air conditioners causing massive electricity bills and systems failures; Martin v. D.R. Horton, Inc., Docket No.: 07-940-RET-DLD, U.S.D.C., M.D. LA;*
- *Florida - D.R. Horton installed a community-wide underdrain system which was intended to move foundation ground water away from the homes and under the streets. The system failed due to improper design and construction, which caused water to back up into several homes. Additionally, D.R. Horton's contractors buried the access points under the asphalt, without leaving any markings or a map of their exact locations, making maintenance of the system impossible. After a two-week arbitration hearing that involved expert testimony regarding hydrology, geohydrology, geochemistry and soil mechanics, the arbitrator awarded the Association \$7,683,000, after payment of all fees and costs; Schindler, A. (2019, Nov. 19), www.firstcoastnews.com/article/news/local/victory-or-cautionary-tale-after-years-of-legal-battles-condo-owners-finally-win-fight-against-dr-horton;*
- *D.R. Horton is under investigation for installing faulty water piping in thousands of homes in Alabama; Gauntt, J. (2018, May 16), wbrc.com/story/38210106/more-frustrated-homeowners-come-forward-about-water-leaks-dr-horton-built-homes;*
- *Vitale v DR Horton - Multiple home owners are suing in Hawaii for the installation of faulty hurricane straps in constructed homes; 2016 WL 4203399;*

- *North Carolina - Existing homeowners complained of flooding after D.R. Horton began developing a subdivision nearby; DelPrete, C. (2018, April 24). "Neighbors Blame DR Horton for Flooded Backyards." www.wect.com/story/38031006/neighbors-blame-dr-horton-for-flooded-backyards;*
- *Zachary, Louisiana - D.R. Horton subdivision construction is blamed for flooding of existing homes - McClure, Olivia. "Zachary resident says new Meadow View development is causing flooding and other problems." [The Advocate](http://TheAdvocate.com), 2/26/19;*
- *Texas - Homeowners in Dallas-Fort Worth complain of flooding after construction of a D.R. Horton Subdivision - Zheng, L. (2020, Jan. 17). "Fort Worth Subdivision Adds to Flood Problems, Landowner Says." www.nbcdfw.com/news/local/fort-worth-subdivision-adds-to-flood-problems-owner-says/2294320;*
- *South Carolina - Residents of Myrtle Beach blame D.R. Horton subdivision construction for flooding problems to existing homes - Kummerer, S. (2019, Sept. 19). "Neighborhoods Voicing Concerns Over Flooding Impacts from Rapid Housing Growth." www.wmbfnews.com/2019/09/29/neighborhoods-voicing-concerns-over-flooding-impacts-rapid-housing-growth.*

OVERVIEW

1.

Plaintiffs, individually as property owners of certain residential lots in Acadian Trace Subdivision in Livingston Parish seek a declaratory judgment and damages against defendants, D.R. Horton, Inc. - Gulf Coast and D.R. Horton, Inc., enjoining any further construction of

residential homes in their subdivision which violate the original *Declaration of Covenants and Restrictions for Acadian Trace and Dedication and Transfer of Common Properties*.³

2.

In addition to or in the alternative, Plaintiffs, individually and in their representative capacity as members of the Acadian Trace HOA, Inc., seek a declaratory judgment to void and nullify the *Termination of Declaration of Building Restrictions and Predial Servitudes*⁴, executed contemporaneously with the *Assignment of Developer Rights* to Defendant D.R. Horton, Inc. - Gulf Coast⁵. With the recordation of these two (2) documents, Defendant D.R. Horton, Inc. - Gulf Coast essentially unilaterally did away with the restrictive covenants that had been in place for nearly a decade, to the detriment of Plaintiffs.

3.

Pursuant to Fed. R. Civ. P. 57, *et seq.*, Plaintiffs seek a Declaration by this Honorable Court that said *Termination of Declaration of Building Restrictions and Predial Servitudes* is unlawful and unenforceable.

4.

In addition to or in the alternative, Plaintiffs, individually and in their representative capacity as members of Acadian Trace HOA, Inc., seek a declaratory judgment to void and nullify

³ Recorded in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, at file number 720645 on June 11, 2010, incorporated herein by reference thereto (as Exhibit A (*in globo*)).

⁴ Recorded in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, at file number 940343 on January 16, 2019, incorporated herein by reference thereto (as Exhibit B (*in globo*)).

⁵ Recorded in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, at file number 940344 on January 16, 2019, incorporated herein by reference thereto (as Exhibit C (*in globo*)).

the *Amended and Restated Declaration of Covenants and Restrictions for Acadian Trace Subdivision*⁶, which Defendant D.R. Horton, Inc. - Gulf Coast enacted without any approval or input from Plaintiffs or any other members of Acadian Trace HOA, Inc., to Plaintiffs' detriment and Defendant's benefit.

5.

Said *Amended and Restated Declaration of Covenants and Restrictions for Acadian Trace Subdivision* is so grossly and unevenly weighted in D.R. Horton, Inc. - Gulf Coast's favor that no reasonable mind could believe that, had they been given the choice, any of Plaintiffs would have willingly agreed to same.

6.

This "lopsided" document is a violation of public policy, and Plaintiffs therefore request a Declaration by this Honorable Court that said *Amended and Restated Declaration of Covenants and Restrictions for Acadian Trace Subdivision* are invalid, unlawful, and unenforceable.

7.

In addition to or in the alternative, Plaintiffs aver that since D.R. Horton, Inc. - Gulf Coast acquired the unimproved lots and began building more homes in Acadian Trace, Plaintiffs have suffered issues with flooding and improper drainage of their properties, which Plaintiffs aver is due solely to improper construction practices and/or faulty construction related to the subdivision topography on the part of D.R. Horton, Inc. - Gulf Coast.

⁶ Recorded in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, at file number 942002 on February 13, 2019, incorporated herein by reference thereto (as Exhibit D (*in globo*)).

8.

Plaintiffs did not have any problems with flooding and improper drainage prior to D.R. Horton, Inc. - Gulf Coast's venture into Acadian Trace.

VENUE AND JURISDICTION

9.

Venue is proper pursuant to 28 U.S.C. § 1331 because this action arises under the law of the United States, and 18 USC 1964(c) because plaintiffs assert claims under the Racketeering Influence and Corrupt Organizations Act (“RICO”), 18 USC 1961 *et. seq.*

10.

Venue is proper under 28 USC 1391 (b)(2) because a substantial part of the events or omissions giving rise to the claims in this complaint arise in the Middle District of Louisiana. For Example D.R. Horton, Inc. - Gulf Coast, Acadian Trace HOA, Inc., and the Acadian Trace subdivision are located in the Middle District of Louisiana. Upon information and belief this is where Defendants Lambert, Kurtz, Acadian Trace HOA, Inc., and D.R. Horton, Inc. - Gulf Coast coordinated their roles in the conspiratorial effort.

11.

Under 28 U.S.C. § 1367, this Court has jurisdiction to hear claims not under federal law under the doctrine of supplemental jurisdiction. Plaintiffs request that that Court exercise this discretion.

PARTIES

Plaintiffs

12.

Plaintiffs are and seek to represent homeowners of certain lots in Acadian Trace Subdivision in Albany, Louisiana. By law and contract, Plaintiffs are mandatory members of Acadian Trace HOA, Inc. Plaintiffs acquired their respective lots and/or homes and became members of the HOA prior to the unlawful actions of Defendants set forth herein, and Plaintiffs shall suffer irreparable harm and injury if D.R. Horton, Inc. - Gulf Coast's construction activity is not enjoined and other relief prayed for is not granted.

13.

Plaintiff, **Lindsey Lee**, acquired the property bearing the municipal address of 28371 Longfellow Lane in Albany, Louisiana on or about September 9, 2011.

14.

Plaintiffs, **Wayne Ballard, Jr. and Jennifer Ballard**, acquired the property bearing the municipal address of 28468 Longfellow Lane in Albany, Louisiana on or about June 25, 2014. Although **Jennifer Ballard** has since executed a quitclaim and has no interest in the subject property, she has nonetheless suffered mental anguish and emotional damages as a result of Defendants' actions.

15.

Plaintiff, **Ronald Roberts, III**, acquired the property bearing the municipal address of 28400 Longfellow Lane in Albany, Louisiana on or about November 30, 2015. Plaintiff, **Kathryn Roberts**, married Ronald Roberts, III after his purchase of the subject property, but has nonetheless suffered mental anguish and emotional damages as a result of Defendants' actions.

16.

Plaintiffs, **Zachary Russell and Lacey Russell**, acquired the property bearing the municipal address of 30291 Mouton Lane in Albany, Louisiana on or about June 20, 2016.

17.

Plaintiff, **Luis Hinostroza**, acquired the property bearing the municipal address of 28458 Evangeline Lane in Albany, Louisiana on or about June 11, 2010.

18.

Plaintiffs, **Tim Addison, II and Stacy Addison**, acquired the property bearing the municipal address of 28417 Evangeline Lane in Albany, Louisiana on or about June 20, 2016.

19.

Plaintiff, **Jonathan McMorris**, acquired the property bearing the municipal address of 28469 Evangeline Lane in Albany, Louisiana on or about January 5, 2012.

20.

Plaintiff, **Gilbert Bankston, III**, acquired the property bearing the municipal address of 28414 Evangeline Lane in Albany, Louisiana on or about May 14, 2015.

Defendants

21.

Made defendants herein are the following:

- 1) **D.R. HORTON, INC. - GULF COAST**, a foreign corporation domiciled in the State of Delaware, licensed to do, and doing business in, the State of Louisiana, with their registered office in the State of Louisiana located in the Parish of East Baton Rouge, who may be served through their agent for service of process, CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, Louisiana, 70816;

- 2) **D.R. HORTON, INC.** - a foreign corporation domiciled in the State of Delaware, licensed to do, and doing business in, the State of Louisiana, with their registered office in the State of Louisiana located in the Parish of East Baton Rouge, who may be served through their agent for service of process, CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, Louisiana, 70816;
- 3) **ACADIAN TRACE HOA, INC.** - a Louisiana corporation domiciled in the Parish of Livingston, State of Louisiana, who may be served through their registered agent, George A. Kurz, 7696 Vincent Road, Denham Springs, Louisiana, 70726;
- 4) **LIVINGSTON PARISH COUNCIL** - a governmental subdivision of the Parish of Livingston, State of Louisiana, who may be served through their agent for service of process, Layton Ricks, Livingston Parish President, 20399 Government Boulevard, Suite 2, Livingston, Louisiana, 70754;
- 5) **GEORGE KURZ** - a person of the full age of majority and registered agent for Acadian Trace HOA, Inc., who can be served at 7696 Vincent Road, Denham Springs, Louisiana, 70726;
- 6) **DAVID STANTON** - a person of the full age of majority and officer for Acadian Trace HOA, Inc., who can be served at the HOA's domicile address of 7696 Vincent Road, Denham Springs, Louisiana, 70726;
- 7) **JAKE D. LAMBERT** - a person of the full age of majority and officer for Acadian Trace HOA, Inc., who can be served at the HOA's domicile address of 7696 Vincent Road, Denham Springs, Louisiana, 70726;

22.

In addition to the Defendants listed hereinabove at 1-7, Plaintiff **LINDSEY LEE** asserts her claims against the following defendants, who own the two lots adjoining her residence:

- 8) **AUSTIN R. KINCHEN** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 48 of Acadian Trace Subdivision in Livingston Parish, who may be served at his place of residence, 28367 Longfellow Lane, Albany, Louisiana, 70711;
- 9) **NICOLE S. LATO** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 50 of Acadian Trace Subdivision in Livingston Parish, who may be served at her place of residence, 28375 Longfellow Lane, Albany, Louisiana, 70711;

23.

In addition to the Defendants listed hereinabove at 1-7, Plaintiffs **WAYNE BALLARD, JR. and JENNIFER BALLARD** assert their claims against the following defendant, who owns the lot adjoining their residence:

- 10) **DAWNA TULLY** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 2 of Acadian Trace Subdivision in Livingston Parish, who may be served at her place of residence, 28464 Longfellow Lane, Albany, Louisiana, 70711;

24.

In addition to the Defendants listed hereinabove at 1-7, Plaintiffs **RONALD ROBERTS, III and KATHRYN ROBERTS** assert their claims against the following defendants, who own the two lots adjoining their residence:

- 11) **DANIELLE VADO** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 33 of Acadian Trace Subdivision in Livingston Parish, who may be served at her place of residence, 28404 Longfellow Lane, Albany, Louisiana, 70711;
- 12) **RAFAEL VADO** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 33 of Acadian Trace Subdivision in Livingston Parish, who may be served at his place of residence, 28404 Longfellow Lane, Albany, Louisiana, 70711;
- 13) **ROBERT W. BRANSETT** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 35 of Acadian Trace Subdivision in Livingston Parish, who may be served at his place of residence, 28396 Longfellow Lane, Albany, Louisiana, 70711;

25.

In addition to the Defendants listed hereinabove at 1-7, Plaintiffs **ZACHARY RUSSELL** and **LACEY RUSSELL** assert their claims against the following defendants, who own the two lots adjoining their residence:

- 14) **CURNESHIA S. SKINNER** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 62 of Acadian Trace Subdivision in Livingston Parish, who may be served at her place of residence, 30287 Mouton Lane, Albany, Louisiana, 70711;
- 15) **JON JERMAINE PALMER** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 62 of Acadian Trace Subdivision in Livingston Parish, who may be served at his place of residence, 30287 Mouton Lane, Albany, Louisiana, 70711;
- 16) **KYLE A. BURGAN** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 64 of Acadian Trace Subdivision in Livingston Parish, who may be served at his place of residence, 30295 Mouton Lane, Albany, Louisiana, 70711;

26.

In addition to the Defendants listed hereinabove at 1-7, Plaintiff **LUIS HINOSTROZA** asserts his claims against the following defendants, who own the two lots adjoining his residence:

- 17) **DEMERRIA DRAKE-YOUNG** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 68 of Acadian Trace Subdivision in Livingston Parish, who may be served at her place of residence, 28462 Evangeline Lane, Albany, Louisiana, 70711;
- 18) **KOURTIN MORRELL** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 68 of Acadian Trace Subdivision in Livingston Parish, who may be served at his place of residence, 28462 Evangeline Lane, Albany, Louisiana, 70711;

- 19) **JANICE MORGAN** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 70 of Acadian Trace Subdivision in Livingston Parish, who may be served at her place of residence, 28454 Evangeline Lane, Albany, Louisiana, 70711;

27.

In addition to the Defendants listed hereinabove at 1-7, Plaintiffs **TIM ADDISON, II** and **STACY ADDISON** assert their claims against the following defendants, who own the two lots adjoining their residence:

- 20) **PHILLIP J. DAVIDSON, JR.** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 92 of Acadian Trace Subdivision in Livingston Parish, who may be served at his place of residence, 28413 Evangeline Lane, Albany, Louisiana, 70711;
- 21) **STEVEN J. SCAVO, JR.** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 94 of Acadian Trace Subdivision in Livingston Parish, who may be served at his place of residence, 28421 Evangeline Lane, Albany, Louisiana, 70711;

28.

In addition to the Defendants listed hereinabove at 1-7, Plaintiff **JONATHAN McMORRIS** asserts his claims against the following defendants, who own the two lots adjoining his residence:

- 23) **RICHARD M. ADAMS** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 105 of Acadian Trace Subdivision in Livingston Parish, who may be served at his place of residence, 28465 Evangeline Lane, Albany, Louisiana, 70711;
- 24) **JOSHUA P. SERRANO** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 107 of Acadian Trace Subdivision in Livingston Parish, who may be served at his place of residence, 28473 Evangeline Lane, Albany, Louisiana, 70711;

29.

In addition to the Defendants listed hereinabove at 1-7, Plaintiff **GILBERT BANKSTON**, **III** asserts his claims against the following defendants, who own the two lots adjoining his residence:

- 25) **JENNIFER GONZALES** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 81 of Acadian Trace Subdivision in Livingston Parish, who may be served at her place of residence, 28410 Evangeline Lane, Albany, Louisiana, 70711;
- 26) **DAWN SMITH** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 79 of Acadian Trace Subdivision in Livingston Parish, who may be served at her place of residence, 28418 Evangeline Lane, Albany, Louisiana, 70711; and
- 27) **RYAN SMITH** - a person of the age of majority and resident domiciliary of the Parish of Livingston, State of Louisiana, and, upon information and belief, the owner of Lot 79 of Acadian Trace Subdivision in Livingston Parish, who may be served at his place of residence, 28418 Evangeline Lane, Albany, Louisiana, 70711.

30.

The Defendants listed above at numbers 8 through 27 are referred to hereinafter collectively as “Homeowner Defendants.”

FACTUAL BACKGROUND

Acadian Trace is a residential subdivision in Albany, Louisiana.⁷

⁷ The final plat for Acadian Trace Subdivision was prepared by Ronald K. Ferris, dated April 8, 2008, and is recorded in Plat Book 59, Page 452, File No. 667721 in the official records of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, incorporated herein by reference thereto (as Exhibit E).

29.

The initial developer of Acadian Trace was The Resource Foundation, Inc., a Tennessee non-profit corporation. The Resource Foundation acquired the property for the subdivision from Acadian Trace, L.L.C. on or about May 27, 2008.⁸

31.

The Resource Foundation, Inc. initially developed the Acadian Trace subdivision with the Louisiana Housing Authority and other lenders as a *Manufactured Housing Development*.⁹

32.

On or about June 9, 2010, The Resource Foundation, Inc. filed the Articles of Incorporation of Acadian Trace HOA, Inc. with the Louisiana Secretary of State.¹⁰

33.

The purpose for the creation of Acadian Trace HOA, Inc. (the “HOA”), as stated in its Articles of Incorporation, included, *inter alia*, “[p]erforming all of the duties and obligations of the Corporation in connection with building restrictions (the “Restrictions”) that may be imposed on property located in Livingston Parish, Louisiana, and developed as Acadian Trace Subdivision (the “Subdivision”).”¹¹

⁸ See Act of Sale executed by Peggy D. Westerman, Managing Member of Acadian Trace, L.L.C., recorded in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, at file number 670203 on May 27, 2008, incorporated herein by reference thereto (as Exhibit F (*in globo*)).

⁹ Reference Made to the original final approved plat

¹⁰ Exhibit G (*in globo*), incorporated herein by reference thereto.

¹¹ Exhibit G, p. 2.

34.

The stated purpose of the *Declaration of Covenants and Restrictions for Acadian Trace and Dedication and Transfer of Common Properties* (the “Declaration”) was “the creation of a residential community having a uniform plan of development ***and the preservation of property values and amenities in that community... to protect Owners against such improper use of surrounding Lots as will depreciate the value of their property;*** to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials... ***to prevent haphazard and inharmonious improvements of Lots; to secure and maintain building site locations and setbacks; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and the purchasers of Lots.***¹² This Declaration also provided that “[t]he [Developer] Committee will encourage Owners to ***utilize designs which have not been previously used on the Property.***”¹³

35.

Plaintiffs purchased their respective subdivision lots and/or homes in reliance on the foregoing community documents, which created the restrictive subdivision regime.

36.

In no uncertain terms, the Developer’s (The Resource Foundation, Inc.’s) written representations created the reasonable expectation that the subdivision would be a highly restricted subdivision with strict enforcement mechanisms in place to ensure that the value of each owner’s investment would be protected.

¹² Exhibit A, p. 2 (Emphasis added).

¹³ Exhibit A, p. 4 (Emphasis added).

37.

Plaintiffs constructed their homes and/or purchased homes built in strict compliance with the restrictions contained in the Declaration.

38.

On or about January 16, 2019, The Resource Foundation, Inc. sold Lots 2-6, 8, 10-13, 15, 17-19, 22-24, 26, 28-33, 35-39, 41-48, 50-54, 56-60, 62, 64, 66, 68, 70-76, 78, 79, 81-77, 89-92, 94-97, 99, 100-105, and 107 to D.R. Horton, Inc. - Gulf Coast.¹⁴

39.

On or about January 16, 2019, The Resource Foundation, Inc. also executed an *Assignment of Developer Rights*¹⁵ to D.R. Horton, Inc. - Gulf South, assigning all of its rights as Developer pursuant to the Declaration.

40.

On or about January 16, 2019, The Resource Foundation, Inc., the State of Louisiana, acting by and through the Division of Administration, Office of Community Development, and LISC Louisiana Loan Fund, L.L.C., executed a *Termination of Declaration of Building Restrictions and Predial Servitudes*¹⁶ (the "Termination"), effectively removing all of the restrictive covenants that had served to protect Plaintiffs and other homeowners in Acadian Trace Subdivision from substandard construction, inharmonious design, and other design and/or construction issues which could lead to diminution of their property values.

¹⁴ See Act of Cash Sale executed by E. D. Latimer, IV, Chief Executive Officer for The Resource Foundation, Inc., recorded in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, at file number 940348 on January 16, 2019, incorporated herein by reference thereto (*see* Exhibit H (*in globo*)).

¹⁵ Exhibit C (*in globo*).

¹⁶ Exhibit B (*in globo*).

41.

The Termination was executed and filed without the consent or signatures of the existing lot owners in Acadian Trace.

42.

On or about February 13, 2019, Defendant D.R. Horton, Inc. - Gulf Coast filed the *Amended and Restated Declaration of Covenants and Restrictions for Acadian Trace Subdivision*¹⁷ (the "Amended Declaration"). This document unilaterally altered the Declaration (as it existed prior to the execution of the Termination) to allow D.R. Horton, Inc. - Gulf Coast to construct considerably less restrictive houses in the subdivision. Significant differences between the original Declaration and the Amended Declaration include, but are not limited to, the following:

- 1) the Amended Declaration removed the provision in Section 4.1(c) that Owners would be encouraged to "utilize designs that have not been previously used on the Property."
- 2) the original Declaration required that design and construction plans for the initial construction of homes on lots be submitted for approval to the Developer Committee prior to the initiation of construction on the lots; the Amended Declaration added the requirement that each set of plans submitted to the review committee be accompanied by a Three Hundred and 00/100 (\$300.00) non-refundable "Review Fee."
- 3) the Amended Declaration added the requirement that any modifications to structures, including painting, renovations, and landscaping, had to be approved by the Architectural Control Committee (ACC).
- 4) the Amended Declaration required that the HOA (and thereby the individual owners, including Plaintiffs) be responsible for the reasonable costs of operation of the ACC, including payment of professionals and staff assisting the ACC.
- 5) the original Declaration set the Annual Assessment at One Hundred Twenty and 00/100 (\$120.00) per lot and required that any change in the amount of the Annual Assessment have the approval of two-thirds (2/3) of the votes of the Owners. The

¹⁷ Exhibit D (*in globo*).

Amended Declaration did not set forth a specific amount for the Annual Assessment, but instead stated that “Regular Assessments are based on the annual budget. Each Lot is liable for its share of the annual budget.” It is important to note, however, that the Amended Declaration *specifically exempts D.R. Horton, Inc. - Gulf Coast* from paying any of its share as a Lot Owner.

- 6) the original Declaration required that no residence was permitted that had less than one thousand, two hundred (1,200) square feet of heated living area; the Amended Declaration removed this restriction.
- 7) the original Declaration included very specific minimum required setbacks, which requirements were not included in the Amended Declaration.
- 8) the original Declaration had specific requirements for garages, carports, trees, fireplace flues, accessory buildings, and utilities that were not included in the Amended Declaration.

43.

D.R. Horton, Inc. - Gulf Coast appointed Defendants George Kurz, David Stanton and Jake Lambert as the Board of Directors of Acadian Trace HOA, Inc. Upon information and belief, Defendants George Kurz, David Stanton, and Jake Lambert now or were are all employees of D.R. Horton, Inc. - Gulf Coast at the time of the actions as described herein.

44.

The original community documents, particularly the Declaration, created a contract between the individual lot owners and the HOA, including its Developer Committee (called the “Architectural Committee” in the Amended Declaration). The Defendants’ contractual duties included enforcement of the Declaration of Covenants (Association Covenants), protection of the aesthetic and monetary values of the Subdivision and each Owner’s property, and preservation of the standards and ideals on which the Subdivision was conceived.

45.

Prior to construction, D.R. Horton, Inc. - Gulf Coast, fraudulently acting without governmental approval, raised all the lots purchased by an elevation of two (2) feet, changing the natural water flow as designed in the final plat.¹⁸

46.

The redirection of the water flow from the approved final plat is considered a violation of the Livingston Parish ordinances in effect in January 2019.

47.

Following its January 16, 2019 acquisition, D.R. Horton, Inc. - Gulf Coast began the construction of houses in Acadian Trace subdivision which are in violation of the natural and legal drainage servitudes.

48.

In the summer of 2019, D.R. Horton raised each of their lots two (2) feet and changed the front half of the lots to flow to the street. The water flow directed to the street forced water on to the street that then flowed onto the lower lots that were two feet lower.

49.

The construction of these lots was not in accordance with the drainage plan and thus caused and continues to cause drainage failure of the subdivisions' streets.

50.

By altering the natural flow of draining so that defendants' properties drain onto plaintiffs' properties, defendants created a servitude of drainage over plaintiffs' properties that were

¹⁸The final plat provided for water flow from the street to the rear of the lot.

previously unburdened by such a servitude or easement, which placement is in contravention of the laws of the State of Louisiana, including, but not limited to, LSA- C.C. arts. 655 and 656.

51.

Defendants did not have any servitude, easement, or other rights under law or contract with plaintiffs that allowed defendants or their predecessors in title to utilize or further burden the plaintiffs' properties or to permanently occupy and burden the plaintiffs' properties with additional water, including storm water, discharged by homes of homeowner defendants.

52.

As D.R. Horton built houses in Acadian Trace and Louisiana summer rains began, the plaintiffs began to experience water flow issues.

53.

Water discharged at high volume from homeowner defendants' homes as a result of D.R. Horton, Inc. – Gulf South and D.R. Horton, Inc.'s unlawful and impermissible elevation of homeowner defendants' lots amounts to a physical invasion and occupation of plaintiffs' properties and the ownership rights of plaintiffs, encumbering their interests pursuant to LSA- C.C. art. 477.

54.

D.R. Horton sent out a letter offering to "observe" the potential drainage issues. However, they failed to take adequate steps to correct the issue of flooding when informed of the problem.

55.

Defendants knew or should have known that raising the elevation of their homesites and altering the drainage system, installing community-wide drainage modifications, and building their

homes would cause the destruction of plaintiffs' drainage rights, thus causing plaintiffs' properties to flood and hold water.

56.

The unapproved, illegal, and impermissible actions of defendants D.R. Horton, Inc. – Gulf South and D.R. Horton, Inc. have caused sewage and other untreated water to intrude into plaintiffs' homes, causing damage to the property along with health concerns for plaintiffs and their minor children.

57.

Livingston Parish Council, under the belief that the homes were in compliance with the Parish rules and regulations, continued to approve the construction of the homes in the Acadian Trace subdivision.

58.

Of course, the Livingston Parish Council was “duped” by D.R. Horton.¹⁹

59.

Acadian Trace HOA, Inc. has failed to act in the best interest of the Homeowners it was organized to represent and continues to allow substandard construction to interfere with the natural and legal drainage servitudes.

60.

During development of the Acadian Trace subdivision, D.R. Horton, Inc. - Gulf Coast employees George Kurz, Adam Lambert, and David Stanton were appointed as the Board of Directors of the Acadian Trace Homeowners Association.

¹⁹ Documents received by counsel pursuant to a public records request to the Council show that there was no approval of substantial changes.

61.

George Kurz was hired by the Acadian Trace Homeowners Association to be the “property manager”.

62.

Under the Articles of Incorporation of Acadian Trace HOA, Inc., each owner of a Lot is a member of the Corporation.

63.

Acadian Trace HOA, Inc. has failed to pursue action against D.R. Horton, Inc. - Gulf Coast for the flooding which has taken place in Acadian Trace Subdivision.

64.

Acadian Trace HOA, Inc., by failing to take action, is harming the interests of its members and is diluting the value of their interests in Acadian Trace HOA, Inc., as well as their individual homes.

65.

Acadian Trace HOA, Inc., through mail and email, has threatened Plaintiffs with liens on their homes.

66.

Acadian Trace HOA, Inc. is currently incapable of representing the rights and interests of the homeowners of Acadian Trace subdivision due to the conflicted “interested directors” who were put into positions of power and control.

Federal Claims

COUNT I CIVIL RICO

(ALL PLAINTIFFS AGAINST D.R. HORTON, D.R. HORTON, INC. - GULF COAST, ACADIAN TRACE HOA, INC., GEORGE KURZ, ADAM LAMBERT, AND DAVID STANTON.)

The Acadian Trace -D.R. Horton- D.R. Horton, Inc. - Gulf Coast- Rico Enterprise

67.

The following persons, and other persons presently unknown, have been members of and constitute an “association-in-fact enterprise” within the meaning of RICO, and will be referred to herein collectively as the “Enterprise”:

- a. D.R. Horton, Inc. - Gulf Coast, which designed and built the faulty construction knowing they were actively violating drainage and construction laws and which actively concealed the scope and nature of this defect from and lied to the public and Plaintiffs regarding the effects of their development, populated the board of directors of the Acadian Trace Homeowners Association with its own employees, and collaborated with those employees and the association to injure Plaintiffs.
- b. D.R. Horton, Inc., which actively created and controlled D.R. Horton, Inc. - Gulf Coast and D.R. Horton, Inc. - Gulf Coast’s actions and financially benefited from these actions and used the proceeds of these actions to injure Plaintiffs.
- c. George Kurz, who worked for both D.R. Horton, Inc. - Gulf Coast and as a member of the Board of Directors for the Acadian Trace Homeowners Association, who acted fraudulently in operating the Association to the detriment of Plaintiffs in order to benefit himself personally and benefit D.R. Horton, Inc. - Gulf Coast and D.R. Horton, Inc. and used these actions to injure plaintiffs.

- d. David Stanton, who worked for both D.R. Horton, Inc. - Gulf Coast and as a member of the Board of Directors for the Acadian Trace Homeowners Association, who acted fraudulently in operating the Association to the detriment of Plaintiffs in order to benefit himself personally and benefit D.R. Horton, Inc. - Gulf Coast and D.R. Horton, Inc. and used these actions to injure plaintiffs.
- e. Jake Lambert, who worked for both D.R. Horton, Inc. - Gulf Coast and as a member of the Board of Directors for the Acadian Trace Homeowners Association, who acted fraudulently in operating the Association to the detriment of Plaintiffs in order to benefit himself personally and benefit D.R. Horton, Inc. - Gulf Coast and D.R. Horton, Inc. and used these actions to injure plaintiffs.
- f. Acadian Trace HOA, Inc., who worked in concert with and on behalf of D.R. Horton, Inc. - Gulf Coast and D.R. Horton, Inc. to fraudulently conceal the actions of D.R. Horton, Inc. and whose actions directly injured Plaintiffs.

68.

The Enterprise, which engages in and whose activities affect interstate and foreign commerce is an association in fact of corporate entities and persons associated together for a common purpose. The Enterprise has an ongoing organization with an ascertainable structure and functions as a continuing unit with separate roles and responsibilities.

69.

While D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert David Stanton and Acadian Trace HOA, Inc. participate in the conduct of the Enterprise, they have an existence separate and distinct from the Enterprise. Further, the Enterprise is separate

and distinct from the pattern of racketeering in which D.R. Horton, Inc. - Gulf Coast, D.R. Horton, and Acadian Trace HOA, Inc. engage.

70.

At all relevant times, D.R. Horton, Inc. has operated, controlled, or managed the enterprise, through various actions. D.R. Horton, Inc.'s participation in the Enterprise is necessary for the scheme to defraud because (among other reasons) D.R. Horton, Inc. designed, financed, and supervised and actively concealed D.R. Horton, Inc. - Gulf Coast's faulty development and fraudulent concealment of the structural and drainage issues from Plaintiffs and the public authorities, and has profited and is profiting from its concealment and lies.

71.

At all relevant times, D.R. Horton, Inc. - Gulf Coast has operated, controlled, or managed the Enterprise, through various actions. D.R. Horton, Inc. - Gulf Coast's participation in the Enterprise is necessary for the scheme to defraud because (among other reasons) D.R. Horton, designed, financed, and supervised the construction of the faulty development and fraudulently concealed the structural and drainage issues from Plaintiffs and the public authorities, and has profited and is profiting from its concealment and lies.

72.

At all relevant times, Acadian Trace HOA, Inc. has operated, controlled, or managed the enterprise, through various actions. Acadian Trace HOA, Inc.'s participation in the Enterprise is necessary for the scheme to defraud because, (among other reasons), Acadian Trace HOA, Inc. suppressed the residents of the neighborhood and promoted the faulty development and fraudulent concealment of the structural and drainage issues from Plaintiffs and the public authorities, and has profited and is profiting from its concealment and lies.

73.

D.R. Horton, Inc., D.R. Horton, Inc. - Gulf Coast, and Acadian Trace HOA, Inc., as members of the Enterprise, serve a common purpose, among other things, preserve the collusive relationship between D.R. Horton, Inc., D.R. Horton, Inc. - Gulf Coast, and Acadian Trace HOA, Inc., as described throughout this complaint.

74.

D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. benefit from this common purpose as described throughout this complaint.

75.

D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. conduct and participate in the conduct of the affairs of the Enterprise through a pattern of racketeering activity that has consisted of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud in violation of 18 USC 1341 and 1343.

76.

For D.R. Horton, Inc., the purpose of this scheme is detailed throughout the complaint. For example, D.R. Horton, Inc. participates in the Enterprise in order to increase the value of the publicly traded company, by avoiding land restrictions, allowing the company to build more houses and to *inter alia* avoid the costs associated with complying with proper drainage and construction laws. By concealing the nature of its actions and mistakes, D.R. Horton also boosts consumer confidence in the D.R. Horton Brand and the D.R. Horton, Inc. - Gulf Coast Brand,

and avoids remediation and negative publicity, all of which further the scheme to defraud the surrounding land owners and allows D.R. Horton to sell more homes than it otherwise would, and to sell them at a higher price for more profit.

77.

For D.R. Horton, Inc. - Gulf Coast, the purpose of this scheme is detailed throughout the complaint. For example, D.R. Horton, Inc. - Gulf Coast participates in the Enterprise in order to increase the profits received by D.R. Horton, by avoiding land restrictions, allowing the company to build more houses and to inter alia avoid the costs associated with complying with proper drainage and construction laws. By concealing the nature of its actions and mistakes, D.R. Horton, Inc. - Gulf Coast also boosts consumer confidence in the D.R. Horton Brand and the D.R. Horton, Inc. - Gulf Coast Brand, and avoids remediation and negative publicity, all of which further the scheme to defraud the surrounding land owners and allows D.R. Horton, Inc. - Gulf Coast to facilitate the sale of more homes than it otherwise would, and to sell them at a higher price for more profit.

78.

For Acadian Trace HOA, Inc., the purpose of this scheme is detailed throughout the complaint. For example, Acadian Trace HOA, Inc. participates in the Enterprise in order to increase the amount of HOA dues and increase the number of homes that can be built by D.R. Horton, Inc. - Gulf Coast, by avoiding land restrictions, allowing the company to build more houses and to inter alia avoid the costs associated with complying with proper drainage and construction laws. By concealing the nature of its actions and mistakes, Acadian Trace HOA, Inc. also boosts consumer confidence in the neighborhood and the Acadian Trace Brand and avoids remediation and negative publicity, all of which further the scheme to defraud the

surrounding land owners and allows D.R. Horton, Inc. - Gulf Coast to facilitate the sale of more homes than it otherwise would, and to sell them at a higher price for more profit.

79.

For George Kurz, the purpose of this scheme is detailed throughout the complaint. For example, George Kurz made more money from D.R. Horton and D.R. Horton, Inc. - Gulf Coast by controlling the Acadian Trace Homeowners Association and ensuring that D.R. Horton, Inc. - Gulf Coast, his employer, was given the ability to bypass regulations and build substandard drainage development by his position on the Board of Directors for the Acadian Trace HOA, Inc. causing damage to Plaintiffs homes and properties.

80.

For Jake Lambert, the purpose of this scheme is detailed throughout the complaint. For example, Jake Lambert made more money from D.R. Horton and D.R. Horton, Inc. - Gulf Coast by controlling the Acadian Trace Homeowners Association and ensuring that D.R. Horton, Inc. - Gulf Coast, his employer, was given the ability to bypass regulations and build substandard drainage development by his position on the Board of Directors for the Acadian Trace HOA, Inc. causing damage to Plaintiffs homes and properties.

81.

For David Stanton, the purpose of this scheme is detailed throughout the complaint. For example, Stanton made more money from D.R. Horton and D.R. Horton, Inc. - Gulf Coast by controlling the Acadian Trace Homeowners Association and ensuring that D.R. Horton, Inc. - Gulf Coast, his employer, was given the ability to bypass regulations and build substandard

drainage development by his position on the Board of Directors for the Acadian Trace HOA, Inc. causing damage to Plaintiffs homes and properties.

82.

As detailed in the above, D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. were aware of the permitting issues and faulty development but they intentionally subjected Plaintiffs to the consequences of substandard development and subjected Plaintiffs to the financial losses associated with their actions and consciously disregarded the rights of Plaintiffs to maximize profits.

83.

To further the scheme to defraud, D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. repeatedly misrepresented the nature of the inadequate and fraudulent development defects.

84.

D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. devised a scheme- in furtherance of their collusive relationship- to defraud by the use of mail, telephone, and internet traveling in interstate or foreign commerce, writings, and/or signals including the D.R. Horton website, the D.R. Horton, Inc. - Gulf Coast Website, the Acadian Trace HOA, Inc. Facebook Page, statements to Plaintiffs via paper mail and email, communications between .R. Horton, D.R. Horton, Inc. - Gulf Coast, and Acadian Trace HOA, Inc.

85.

D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. utilize and have utilized the interstate and international mail and wires for the purpose of obtaining money or property by means of the omissions, false pretenses, and misrepresentations described therein.

86.

D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. pattern of racketeering activity in violation of the mail and wire fraud statutes includes, but is not limited to, the conduct alleged throughout this complaint.

87.

D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc.'s conduct in furtherance of their scheme was intentional. Plaintiffs were directly harmed as a result of RICO Defendants' intentional conduct.

88.

As described throughout this complaint D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. engaged in a pattern of related and continuous predicate acts and are likely to continue to do so. The predicate acts constituted and constitute a variety of unlawful activities each conducted with the common purpose of harming Plaintiffs and obtaining profit and control.

89.

The predicate acts were related and not isolated events.

90.

The predicate acts were committed or caused to be committed by D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. through their participation in the Enterprise and in furtherance of its fraudulent scheme, and were interrelated in that they involved a collusive relationship and a common purpose as described throughout this complaint.

91.

Plaintiffs aver that D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc., "RICO Defendants", have used the construction of the Acadian Trace subdivision to endanger the lives of plaintiffs for the benefit of RICO defendants.

92.

RICO defendants sent multitudes of communications to the Livingston Parish Council averring that the property was in compliance with the regulations while knowing this was not the case, in order to financially benefit from the falsities, constituting wire fraud.

93.

Plaintiffs aver that RICO Defendants engaged in a pattern of wire fraud that was widespread and is believed to still be occurring.

94.

Plaintiffs aver that RICO Defendants engaged in communications which were meant to defraud Plaintiffs of both tangible and intangible property rights.

95.

Plaintiffs aver that RICO defendants sent emails to plaintiffs containing fraudulent materials which were designed to induce Plaintiffs into submitting to the RICO Defendants Scheme.

96.

Based on the RICO Defendants' fraudulent misrepresentations and other illegal actions in connection with the Programs, Plaintiffs bring this action against the RICO Defendants pursuant to the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 USC §1961 *et seq.*, and other state laws. The RICO Defendants engaged in such violations directly and as co-conspirators. The state law claims arise out of the same transaction or occurrence or series of transactions or occurrences that form the basis of the RICO cause of action.

CIVIL RICO COUNT II.

97.

In addition to the general factual allegations re-alleged and re-incorporated herein, through the general re-allegation and incorporation by reference paragraph above, Plaintiffs re-allege and incorporate by reference the allegations set forth in CIVIL RICO COUNT I.

98.

At all relevant times D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. have been and continue to be associated with the enterprise and have agreed and conspired to violate 18 USC 1962 (c), that is, agreed to conduct and participate, directly and indirectly in the conduct of the affairs of the Enterprise through a pattern of racketeering activity, in violation of 18 USC 1962(d).

99.

D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. knew their predicate acts of wire fraud and mail fraud were a part of a pattern of racketeering activity and agreed to the commission of those acts to further their purpose of defrauding Plaintiffs.

100.

As a direct and proximate cause of D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc.'s conspiracy and the multiple overt actions taken by D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., George Kurz, Jake Lambert, David Stanton and Acadian Trace HOA, Inc. in furtherance of that conspiracy, Plaintiffs have been injured in their persons and/or property.

STATE COURT CLAIMS

DECLARATORY RELIEF (ALL DEFENDANTS)

101.

The Amended Declaration unlawfully diluted the very restrictions which protected the monetary values and aesthetics of Plaintiffs' property. The amendments are self-serving, adopted by "interested directors" and conflicted members of the HOA, and breach the contractual relationship established by the community documents with Plaintiffs.

102.

The Amended Declaration is equally unlawful and unenforceable because the Acadian Trace Board of Directors, as currently composed of George Kurz, Dave Stanton and Adam Lambert, creates an impossible condition. These Defendants cannot act in the interests of both the HOA and D.R. Horton, Inc. - Gulf Coast, their employer.

103.

Because the Board of Directors is directly in conflict with the purpose of those positions and thus contrary to the purpose of the restrictive covenants, namely, failing to protect the aesthetic and monetary values of the Subdivision and each Owner's lot, the building restrictions which placed them in this position are illegal, improper, and thus unenforceable.

104.

Defendants D.R. Horton, Inc. and D.R. Horton, Inc. - Gulf Coast have developed homes throughout the Acadian Trace Subdivision which are adjoined to plaintiffs homes.

105.

Defendants have raised the elevation of the Acadian Trace properties, causing water to flow into the yards and homes of Plaintiffs rather than the rear of the back lot.

106.

Defendant D.R. Horton, Inc. - Gulf Coast built homes that directly interfere with the natural and historical flow of drainage for the Acadian Trace Subdivision.

107.

As a result of this alteration, Plaintiffs suffer complete loss of use of their yards, debris floating into their yards due to runoff, excessive standing water around their homes, flooding inside of their homes, mental anguish, embarrassment, loss of use of their homes, and loss of value of their homes.

108.

Defendant D.R. Horton, Inc. - Gulf Coast has failed to abate this nuisance to plaintiffs, even after learning of the problem.

109.

By enacting the Amended Declaration and Association Amendments, Defendants used the Louisiana Homeowners Association Act (“LHAA”) to impair Plaintiffs' constitutionally protected rights.

110.

By having the Livingston Parish Clerk of Court record the amendments in the Conveyance Records and the Livingston Parish Council approving the actions of the Committee there has been sufficient “state action” for enforcement of the Plaintiffs' procedural due process rights and equal protection rights.

111.

The Amended Declaration deprived Plaintiffs of valuable property interests, including impairment of the aesthetics and monetary value of Plaintiffs' properties. Additionally, their interest in their personal safety and health has been impaired. Because the Amendments were enacted unilaterally by the Board of Directors, and under the direction of D.R. Horton Ltd through its subsidiary D.R. Horton, Inc. - Gulf Coast, while being approved by Livingston Parish, Plaintiffs were deprived of their procedural due process rights to prior notice and a meaningful opportunity to be heard.

112.

The Termination and Amended Declaration also violated Plaintiffs' equal protection rights by creating a disparity in the treatment of, and the impact upon, the Plaintiffs as compared to that of subsequent lot owners. The disparity includes, but is not limited to, the following:

- A. The flow of excessive water and debris onto the property of Plaintiffs, resulting in a risk to their safety, and a loss of value to their homes;

- B. Whereas Plaintiffs will suffer a reduction in the aesthetics and value of their property, D.R. Horton, Inc. - Gulf Coast and subsequent lot owners will actually experience an increase in the value of their homes due to proximity with the superior homes of Plaintiffs;
- C. Whereas Plaintiffs pay homeowner assessments, D.R. Horton, Inc. - Gulf Coast is exempt from assessments; and
- D. Any and all other inequalities as may be subsequently discovered and proven at trial.

113.

The Louisiana Homeowners Association Act prohibits any use or interpretation of the statute to impair the constitutionally protected rights of the homeowners. The statute also provides Plaintiffs with the rights to damages and injunctive relief where the Association has violated a duty, including a constitutional duty, to the homeowners.

114.

In accordance with Fed. R. Civ. Pro. 57, *et seq.*, Plaintiffs request that the Court declare the following rights of Plaintiffs arising under contract, statute, and other law, to-wit:

- a) The Amended Declaration and Association Amendments are unlawful and unenforceable for the reasons set forth hereinabove;
- b) The restrictions contained in the original Declaration are enforceable as written;
- c) The original Declaration created a contract between defendants and plaintiffs, which was breached by defendants through failure to enforce the restrictions contained in said Declaration;
- d) The individual defendants are personally liable to plaintiffs on the basis of intentional interference with the contract between defendants and plaintiffs, failing

to manage the Association as a separate entity, commingling of funds, unlawful distributions, conflict of interest, and/or such other fault as may be discovered and proven at trial;

- e) Defendants acted intentionally and in bad faith at all relevant times; and,
- f) Defendants violated Plaintiffs' rights to procedural due process and equal protection.

115.

As a result of this breach, plaintiffs have suffered physical and emotional damages from flooding caused at least in part by the failure of Livingston Parish to maintain the drainage servitudes dedicated to it.

116.

Acadian Trace HOA, Inc. owes a fiduciary duty to the members of the Association to protect the value of the properties which are the members of the association.

117.

Acadian Trace HOA, Inc. breached this duty when it approved D.R. Horton, Inc. - Gulf Coast to build homes not in accordance with pre-existing drainage servitudes and allowed D.R. Horton, Inc. - Gulf Coast to change the direction of the water flow to the detriment of the plaintiffs.

118.

As a result of this breach, plaintiffs have suffered physical and emotional damages as well as property damages and other damages which will be proved at trial.

COUNT 1 - DERIVATIVE ACTION (ACADIAN TRACE HOA, INC.)

Plaintiffs incorporate by reference and re-allege each and every allegation as set forth fully hereinabove, and further state as follows:

119.

Acadian Trace HOA, Inc. owes a fiduciary duty to its members.

120.

Under the Articles of Incorporation of Acadian Trace HOA, Inc., each owner of a Lot is a member of the Corporation.

121.

This action is not a collusive one to confer jurisdiction that the court would otherwise lack.

122.

Above-captioned Plaintiffs made repeated requests to the Acadian Trace HOA, Inc. to stop the flooding which has taking place within the neighborhood; however, these complaints were not acted upon.

123.

Plaintiffs aver that further complaints to the Acadian Trace HOA, Inc. about D.R. Horton would have been fruitless since D.R. Horton Employees were in charge of Acadian Trace HOA, Inc.

124.

Acadian Trace HOA, Inc. has failed to pursue action against D.R. Horton, Inc. - Gulf Coast for the flooding which has taken place in Acadian Trace Subdivision.

125.

Acadian Trace HOA, Inc., by failing to take action, is harming the interests of its members and is diluting the value of their interests in Acadian Trace HOA, Inc., as well as their individual homes.

126.

Acadian Trace HOA, Inc. is currently incapable of representing the rights and interests of the homeowners of Acadian Trace subdivision due to the conflicted “interested directors” who were put into positions of power and control.

**COUNT 2 - BREACH OF FIDUCIARY DUTY (ALL DEFENDANTS EXCEPT
HOMEOWNER DEFENDANTS)**

Plaintiffs incorporate by reference and re-allege each and every allegation contained above as fully set forth herein, and further state as follows:

127.

Livingston Parish Council breached this duty when the Parish approved the poor drainage plans of D.R. Horton in Acadian Trace.

128.

Livingston Parish Council further breached this duty when it failed to take any remedial measures to ensure D.R. Horton complied with Parish ordinances when building the Acadian Trace Subdivision after it was put on notice of a drainage problem.

129.

Livingston Parish Council breached its fiduciary duty when it did not ensure that D.R. Horton complied with relevant engineering standards when building the Acadian Trace Subdivision.

130.

As a result of this breach, Plaintiffs have suffered loss of property value, emotional and physical damages, as well as a loss of confidence that the Parish can protect its citizens.

131.

D.R. Horton, Inc. - Gulf Coast is currently in control of the Developer Rights pursuant to the Assignment of Developer Rights executed on January 16, 2019. D.R. Horton, Inc. - Gulf Coast inserted its own employees into the position of the Board of Directors, thus undertaking a fiduciary duty to act in the best interest of Acadian Trace HOA, Inc.

132.

George Kurz, David Stanton, and Jake Lambert all accepted fiduciary positions on the Acadian Trace HOA, Inc. Board of Directors.

133.

George Kurz, David Stanton, and Jake Lambert all breached this duty when they acted in the best interest of their employer, D.R. Horton, Inc. - Gulf Coast and not Acadian Trace HOA, Inc., when they approved and allowed houses to be built that would lower the values of the homes inside of Acadian Trace Subdivision, cause flooding to these houses, and endanger the safety of the residents, in order to benefit their employer D.R. Horton, Inc. - Gulf Coast.

134.

As a result of this breach, plaintiffs have suffered physical and emotional damages, property damages and other damages to be proved at trial.

135.

By failing to keep the drainage servitudes around the Acadian Trace Subdivision clear of debris and blockages, Livingston Parish has breached these duties.

COUNT 3 - BREACH OF LOUISIANA UNFAIR TRADE PRACTICES ACT
(D.R. HORTON, INC. - GULF SOUTH, D.R. HORTON, INC., ACADIAN TRACE
HOA, INC., GEORGE KURZ, DAVID STANTON AND JAKE LAMBERT)

Plaintiffs incorporate by reference and re-allege each and every allegation contained above as fully set forth herein, and further state as follows:

136.

Plaintiffs aver that D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., Acadian Trace HOA, Inc., George Kurz (in his personal capacity), David Stanton (in his personal capacity), and Jake Lambert (in his personal capacity) have engaged in unfair trade practices under LSA- R.S. 51:1401, *et seq.*

137.

Specifically, but without limitation, Plaintiffs aver that Defendants' continual efforts to collect assessments under the (illegal) Amended Declaration constitutes a continuing violation of unfair trade practices.

138.

In addition to or in the alternative, Plaintiffs further aver that Defendants D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., Acadian Trace HOA, Inc., George Kurz (in his personal capacity), David Stanton (in his personal capacity), and Jake Lambert (in his personal capacity) continuously engage in a deceptive and unfair business practices in ways designed to harm the consumer interests of Plaintiffs.

139.

In addition to or in the alternative, Plaintiffs further aver that Defendants D.R. Horton, Inc. - Gulf Coast, D.R. Horton, Inc., Acadian Trace HOA, Inc., George Kurz (in his personal capacity), David Stanton (in his personal capacity), and Jake Lambert (in his personal capacity) continually and consistently engage in business practices that are illegal, immoral, unscrupulous, and against public policy.

**COUNT 4 - NUISANCE AND NEGLIGENCE (D.R. HORTON, INC. -
GULF COAST, D.R. HORTON, INC., LIVINGSTON PARISH COUNCIL,
AND HOMEOWNER DEFENDANTS**

Plaintiffs incorporate by reference and re-allege each and every allegation contained above as fully set forth herein, and further state as follows:

140.

In utter disregard of Plaintiffs' right to enjoy their property, Defendant D.R. Horton, Inc. - Gulf Coast has failed to control the excessive water runoff created by their construction.

141.

As a result of the failure to abate nuisance/negligence of Defendant D.R. Horton, Inc. - Gulf Coast and Acadian Trace HOA, Inc., standing water has become prevalent in Plaintiffs yards, restricting their ability to use their yards and further causing embarrassment and mental anguish.

142.

The increased flow of water has also caused the foundations of Plaintiffs' homes to deteriorate, representing a massive expense for plaintiffs.

143.

Since their purchase of the properties developed by D.R. Horton, Inc. - Gulf Coast, Homeowner Defendants Austin R. Kinchen, Nicole S. Lato, Dawna Tully, Danielle Vado, Rafael Vado, Kristen Sumrall, Curneshia S. Skinner, Jon Jermaine Palmer, Kyle A. Burgan, Demerria Drake-Young, Kourtin Morrell, Janice Morgan, Phillip J. Davidson, Jr., Steven J. Scavo, Jr., Richard M. Adams, Joshua P. Serrano, Jennifer Gonzales, Dawn Smith, and Ryan Smith, and/or their employees, agents, and/or assigns have continued to negligently fail to abate the nuisance flowing from their properties onto the properties of Plaintiffs.

144.

In addition to or in the alternative, at all times relevant hereto, Defendants D.R. Horton, Inc. - Gulf Coast, Acadian Trace HOA, Inc., Austin R. Kinchen, Nicole S. Lato, Dawna Tully, Danielle Vado, Rafael Vado, Kristen Sumrall, Curneshia S. Skinner, Jon Jermaine Palmer, Kyle A. Burgan, Demerria Drake-Young, Kourtin Morrell, Janice Morgan, Phillip J. Davidson, Jr., Steven J. Scavo, Jr., Richard M. Adams, Joshua P. Serrano, Jennifer Gonzales, Dawn Smith, and Ryan Smith knew or should have known that the drainage systems on the properties were inadequate and were interfering with Plaintiffs' use and enjoyment of their properties.

145.

In addition to or in the alternative, at all times relevant hereto, Defendant Livingston Parish Council knew or should have known that D.R. Horton, Inc. - Gulf Coast and its successors in title were building faulty facilities and causing excess water, debris, and erosion to occur on the properties of Plaintiffs.

146.

At all relevant times, defendant Livingston Parish Council knew or should have known that D.R. Horton, Inc. - Gulf Coast and its successors in title were building faulty facilities and causing excess water, debris, and erosion to occur on the properties of the Plaintiffs.

147.

Livingston Parish Council failed to act in a reasonably prudent manner and, as a result, Plaintiffs have suffered loss of use, property damage, mental anguish, and other damages to be proven at trial.

148.

At all times relevant hereto, Livingston Parish Council had a duty to ensure that the drainage servitudes publicly dedicated to Livingston Parish were clear from debris and could adequately drain the areas surrounding the Acadian Trace subdivision.

149.

The drainage servitudes dedicated to public use have not been maintained.

150.

On or around May 24, 2021, Livingston Parish informed the Home Owners that the Sewage system was not designed for the number of houses built in the neighborhood.

151.

As a result of Livingston Parish Council's negligence in maintaining the servitudes, Plaintiffs have suffered flooding, loss of use of their properties, mental anguish, and other damages to be proven at trial.

RESERVATION OF RIGHTS

152.

There are a great number of documents and other forms of information (including emails, text messages, correspondence between/among Defendants, and entity organizational and managerial documents) that are within Defendants' possession, custody, or control to which Plaintiffs do not have access. These documents and information will likely support Plaintiffs' existing claims and may give rise to additional claims or causes of action against the Defendants and other conspirators. As such, Plaintiffs hereby request that Defendants take every effort to preserve all evidence relating to this matter, including but not limited to emails, text messages, correspondence, contracts, and agreements. Further, Plaintiffs reserve their right to assert additional claims after discovery in this case and reserve the right to seek relief from Defendants under any other viable legal theory.

DAMAGES

153.

As a result of Defendants' unlawful actions, Plaintiffs have sustained the loss of monetary value of their lot and residence, the loss of the enjoyment of their property and its aesthetic value, related intellectual damages, mental anguish, emotional distress, harassment, humiliation, worry, embarrassment, future medical expenses, lost wages, any increase in their assessments related to D.R. Horton, Inc. - Gulf Coast's exemption from assessments, attorneys' fees and court costs, and all other damages caused by the actions of defendants.

154.

As a result of Defendants' unlawful actions, the Acadian Trace HOA, Inc. has sustained the loss of assessments diverted to Defendants' account, the loss of assessments that should be

paid by D.R. Horton, Inc. - Gulf Coast and/or D.R. Horton, Inc., the loss of value in the subdivision as a whole, attorneys' fees and court costs, and all other damages caused by the actions of Defendants.

155.

In accordance with Rule 38(b) of the Federal Rules of Civil Procedure, plaintiffs demand a trial by jury for all matters so triable.

WHEREFORE, Plaintiffs pray that that all Defendants be cited and served and made to appear and answer this Petition and after due proceedings are had, that declaratory judgment be rendered against Defendants, declaring as follows:

Termination of Declaration of Building Restrictions and Predial Servitudes are unlawful and unenforceable for the reasons set forth hereinabove;

The restrictions contained in the original *Declaration of Covenants and Restrictions for Acadian Trace* are enforceable as written;

The original *Declaration of Covenants and Restrictions for Acadian Trace* created a contract between Defendants and Plaintiffs, which was breached by Defendants through failure to enforce the restrictions contained in said *Declaration of Covenants and Restrictions for Acadian Trace*;

The individual Defendants are personally liable to Plaintiffs on the basis of intentional interference with the contract between Defendants and Plaintiffs, failing to manage the Association as a separate entity, commingling of funds, unlawful distributions, conflict of interest, breach of fiduciary duty, and any and all other fault as may be discovered and proven at trial;

In accordance with Fed. R. Civ. Pro. 57, *et seq.*, Plaintiffs request that the Court declare the following rights of Plaintiffs arising under contract, statute, and other law, to-wit:

- a. The Amended Declaration and Association Amendments are unlawful and unenforceable for the reasons set forth hereinabove;
- b. The restrictions contained in the original Declaration are enforceable as written;

- c. The original Declaration created a contract between defendants and plaintiffs, which was breached by defendants through failure to enforce the restrictions contained in said Declaration;
- d. The individual defendants are personally liable to plaintiffs on the basis of intentional interference with the contact between defendants and plaintiffs, failing to manage the Association as a separate entity, commingling of funds, unlawful distributions, conflict of interest, and/or such other fault as may be discovered and proven at trial;
- e. Defendants acted intentionally and in bad faith at all relevant times; and,
- f. Defendants violated Plaintiffs' rights to procedural due process and equal protection.

PLAINTIFFS FURTHER PRAY that judgment be rendered in favor of Plaintiffs and against Defendants, **D.R. HORTON, INC. - GULF COAST, D.R. HORTON, INC., ACADIAN TRACE HOA, INC., GEORGE KURZ, DAVID STANTON, JAKE LAMBERT**, for violations of the Civil Rico Statute including treble damages and attorneys fees.

PLAINTIFFS FURTHER PRAY that judgment be rendered in favor of Plaintiffs and against Defendants, **D.R. HORTON, INC. - GULF COAST, D.R. HORTON, INC., ACADIAN TRACE HOA, INC., GEORGE KURZ, DAVID STANTON, JAKE LAMBERT, LIVINGSTON PARISH COUNCIL, AUSTIN R. KINCHEN, NICOLE S. LATO, DAWNA TULLY, DANIELLE VADO, RAFAEL VADO, KRISTEN SUMRALL, CURNESHIA S. SKINNER, JON JERMAINE PALMER, KYLE A. BURGAN, DEMERRIA DRAKE-YOUNG, KOURTIN MORRELL, JANICE MORGAN, PHILLIP J. DAVIDSON, JR., STEVEN J. SCAVO, JR., RICHARD M. ADAMS, JOSHUA P. SERRANO, JENNIFER GONZALES, DAWN SMITH, and RYAN SMITH**, jointly, severally, and *in solido*, or as their respective liabilities may appear, for all damages sustained by

Plaintiffs, in the types and amounts set forth hereinabove and sufficient to satisfy the needs of justice, and in the amounts deemed compensatory by the Court.

PLAINTIFFS FURTHER PRAY for a trial by jury for all matters so triable.

PLAINTIFFS FURTHER PRAY for any and all other full, general, or equitable relief as the Court may deem right and proper in the premises.

Respectfully Submitted by:

WHITEHEAD LAW FIRM

By: /s/ Jack K. Whitehead, Jr.
JACK K. WHITEHEAD, JR.. #17863
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PENDLEY, BAUDIN & COFFIN, L.L.P.

By: /s/Patrick W. Pendley
PATRICK W. PENDLEY (10421)
ANDREA BARIENT (35643)
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Plaquemine, LA 70764
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Facsimile: (225) 687-6398

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS</p> <p>Lindsey Lee, et al.</p> <p>(b) County of Residence of First Listed Plaintiff <u>Livingston Parish</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i></p> <p>Whitehead Law Firm, 11909 Bricksome Ave., Ste. W-3, Baton Rouge, LA 70816 225-303-8600</p>	<p>DEFENDANTS</p> <p>D. R. Horton, Inc. - Gulf South, et al.</p> <p>County of Residence of First Listed Defendant <u>State of Delaware</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input checked="" type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td>PTF</td> <td>DEF</td> <td></td> <td>PTF</td> <td>DEF</td> </tr> <tr> <td>Citizen of This State</td> <td><input checked="" type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT *(Place an "X" in One Box Only)* Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p>INTELLECTUAL PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District *(specify)* 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
 18 U.S.C. §§ 1961, et seq.

Brief description of cause:
 Civil RICO

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** Unknown **CHECK YES only if demanded in complaint:** **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):* JUDGE _____ DOCKET NUMBER _____

DATE: July 30, 2021 SIGNATURE OF ATTORNEY OF RECORD:

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Livingston Parish Recording Page

Thomas L. Sullivan Jr.
Clerk of Court
PO Box 1150
Livingston, LA 70754-1150
(225) 686-2216

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KIZER, HOOD AND MORGAN, LLP
2111 QUAIL RUN DRIVE
BATON ROUGE, LA 70808

First VENDOR
RESOURCE FOUNDATION INC

First VENDEE
ACADIAN TRACE HOA INC

Index Type : Conveyances
Type of Document : Restrictions
Recording Pages : 22

File Number : 720645
Book : 1074 Page : 22

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana

On (Recorded Date) : 06/11/2010

At (Recorded Time) : 1:44:20PM



D. Johnson
Deputy Clerk



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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ACADIAN TRACE
AND
DEDICATION AND TRANSFER OF COMMON PROPERTIES

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 11th day of June, 2010, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE RESOURCE FOUNDATION, INC. (the "Developer"), a Tennessee non-profit corporation authorized to do business in Louisiana, whose mailing address is Post Office Box 86753, Baton Rouge, Louisiana 70879, represented herein by Robert L. Whittington, its President, duly authorized;

ACADIAN TRACE HOA, INC. (the "Association"), a Louisiana non-profit corporation domiciled in East Baton Rouge Parish, Louisiana, whose mailing address is Post Office Box 86753 Baton Rouge, Louisiana 70879, represented herein by Robert L. Whittington, its President, duly authorized;

who did depose and say that the Developer is the owner of a certain parcel of property comprising ACADIAN TRACE, in Livingston Parish, Louisiana (the "Property") containing (a) those parcels of land designated as Lots 1 through 107, inclusive, and (b) those areas designated as CA-1, CA-2, and CA-3, as shown on a map entitled "FINAL PLAT FOR ACADIAN TRACE (A MANUFACTURED HOUSING COMMUNITY) (BEING TRACT 7635R1-A)," prepared by Ferris Engineering & Surveying, LLC, on file and of record in the official records of the Clerk and Recorder for Livingston Parish, Louisiana (the "official final plat"). Tract 7635R1-B shown on the official final plat and owned by the Developer is not included as part of the Property affected by this act. By this act (these "Restrictions"), the Developer imposes upon the Property the obligations, covenants, restrictions, servitudes and conditions, hereinafter set forth:

ARTICLE I
DEFINITIONS

Section 1.1 *Assessment*. The term "Assessment" as used in these Restrictions shall mean and include each and every obligation to pay money to the Association created by or pursuant to these Restrictions.

Section 1.2 *Association*. The term "Association" as used in these Restrictions shall mean and refer to ACADIAN TRACE HOA, INC., a Louisiana non-profit corporation formed by the Developer to perform the duties delegated to the Association under these Restrictions.

Section 1.3 *Committee*. The term "Committee" as used in these Restrictions (without designation as the Developer Committee or the Homeowner Committee) shall mean and refer to the Developer Committee or the Homeowner Committee, as the context requires under these Restrictions.

Section 1.4 *Common Properties*. The term "Common Properties" as used in these Restrictions shall mean and refer to those areas designated as CA-1, CA-2, and CA-3 on the official final plat and any other area of land donated to or otherwise acquired by the Association for use as Common Properties.

Section 1.5 *Developer Committee.* The term "Developer Committee" as used in these Restrictions shall mean and refer to the Developer.

Section 1.6 *Home.* The term "Home" as used in these Restrictions shall mean and refer to (a) a Lot on which a residence has (at any time) been built and occupied as a residence, or (b) a Lot which has been sold by the Developer and on which a residence has not been built and occupied as a residence within one (1) year of the date the Lot was sold by the Developer. In the event the Owner of a Home owns one or more Lots contiguous to the Lot on which the residence is located, then each such Lot contiguous to the Home (and each such additional Lot contiguous thereto) shall be a Home under these Restrictions.

Section 1.7 *Homeowner Committee.* The term "Homeowner Committee" as used in these Restrictions shall mean and refer to the ACADIAN TRACE HOMEOWNER DESIGN CONTROL COMMITTEE to be formed by the Association, as a committee of the Association, to perform the duties delegated to the Homeowner Committee under these Restrictions and such other functions as may be delegated to the Homeowner Committee by the Association.

Section 1.8 *Lot.* The term "Lot" as used in these Restrictions shall mean and refer to any portion of the Property designated as a numbered plot of land on the official final plat.

Section 1.9 *Lake.* The term "Lake" as used in these Restrictions shall mean and refer to the excavated area of CA-1 that retains and is covered by water.

Section 1.10 *Lake Lot.* The term "Lake Lot" as used in these Restrictions shall mean and refer to Lots 38 through 44, inclusive, and Lots 84 through 88, inclusive.

Section 1.11 *Owner.* The term "Owner" as used in these Restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Developer. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

Section 1.12 *Other Defined Terms.* There may be other terms defined in these Restrictions and those terms will have the meaning set forth in these Restrictions.

ARTICLE II PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS

Section 2.1 *Purpose.* The purpose of these Restrictions is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The Property is hereby subjected to the obligations, covenants, restrictions, servitudes and conditions herein set forth, including without limitation the assessment, fine and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot; to protect Owners against such improper use of surrounding Lots as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and secure the erection of attractive residences thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain building site locations and setbacks; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and purchasers of Lots.

Section 2.2 *Nature and Extent.* All obligations, covenants, restrictions, servitudes and conditions of these Restrictions, including, without limitation, the assessment, fine, and penalty provisions, are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner. The obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition of these Restrictions, including, without limitation, the obligation to pay all Assessments (including fines and penalties), shall be also the personal obligation of the Owner of a Lot in favor of the Association and Owners of other Lots. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens,

and charges hereinafter set out, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these Restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions of these Restrictions are couched in general terms, including, without limitation, those dealing with approval by the Committee of proposed plans for improvements on particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these Restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these Restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

Section 2.3 *Other Building Restrictions.* Lots in the Subdivision may be subject to other building or use restrictions affecting one or more Lots in the Subdivision established by acts recorded prior to the recordation of these Restrictions. Such other building restrictions are not intended to revoke or impair any prior recorded building restrictions, but the Restrictions shall be in addition to any prior recorded building restrictions.

ARTICLE III HOMEOWNERS ASSOCIATION

Section 3.1 *Formation and Purpose.* For the efficient preservation of the values and amenities in the Property, the Developer does hereby delegate and assign to the Association the powers of administering and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these Restrictions, and collecting and disbursing Assessments. The membership, voting rights, powers and duties of the Association shall be as more fully set forth in the Articles of Incorporation of the Association and in the by-laws of the Association, which Articles of Incorporation and by-laws, as they may from time to time be amended, shall be deemed to be a part hereof by reference thereto. The Association appears herein through its duly authorized officer, and does hereby accept the rights, powers, obligations and duties herein set forth for the Association.

Section 3.2 *Membership.* Every Owner, including the Developer, shall be a member of the Association. Membership or the rights and benefits of membership in the Association may not be transferred, assigned, conveyed or otherwise alienated in any manner separately and apart from the ownership of a Lot.

Section 3.3 *Voting Rights.* The Association shall only have one class of membership. Owners shall be entitled to one vote for each Lot in which they hold the interest required to be an Owner. When more than one person is the Owner of a Lot all such persons shall be members of the Association and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. An Owner, including the Developer, owning more than one Lot shall be entitled to one vote for each Lot owned.

ARTICLE IV DESIGN CONTROL COMMITTEES

Section 4.1 *Developer Committee.* The Developer does hereby delegate to the Developer Committee the authority to initially carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots.

- (a) *Duties.* The Developer Committee shall review all design and construction plans for the initial construction of Homes on Lots. Until a Home is completed on a Lot, no work of any type on that Lot, including any grading or clearing (other than weed or trash removal), may be undertaken without prior approval by the Developer Committee.

(b) Preliminary Matters. It is the responsibility of the Owner to acquaint his or her building team with the Developer Committee members. Livingston Parish has jurisdiction over the Lots and each Owner should contact the appropriate governmental personnel at the beginning of the planning process to insure compliance with all governmental requirements. Also, it is suggested that preliminary plans be submitted to the Committee for review and comment prior to the drawing and submission of final plans for approval; however, full and complete compliance with the final plan approval process provided for in these Restrictions is required.

(c) Guidelines and Considerations. The Developer Committee shall approve reasonable residence images, scale proportions, details, materials and finishes as are desirable, appropriate and of the quality and character which the Developer Committee deems are compatible with the standards and character of the subdivision and may exclude any such overall residence images, scale proportions, details, exterior finishes and materials which it deems undesirable or which, in its discretion, detract from the value of any Lot or any Home. Each building design proposed will be reviewed based upon how well it relates to and supports the overall goal of creating a compatible streetscape and fits within the overall neighborhood. The Developer Committee will encourage the creation of aesthetically harmonious relationships among the Homes within the subdivision and between the particular Lot and Home. The Developer Committee will guard against the erection of poorly designed, detailed or proportioned structures, or structures being built of improper or unsuitable materials, or inharmonious color schemes, as well as structures which have windows and doors which are improperly proportioned or which are incompatible with one another or are not appropriately proportioned for the structure in which they are to be installed. The Committee will encourage Owners to utilize designs that have not been previously used on the Property.

(d) Applications for Approval of Plans. Each application for approval of plans by the Developer Committee must be accompanied by such information as is reasonably required by the Developer Committee, including, without limitation, two (2) complete sets of plans, drawn to scale $\frac{1}{4}'' = 1$ foot. Additional information that may be required by the Developer Committee includes, without limitation, site plans, building elevations, floor plans, roof plans, door and window schedules, exterior color and material samples, and other information required to be submitted to Livingston Parish in connection with an application for the issuance of a building permit. Failure to provide information reasonably required by the Developer Committee may result in disapproval of plans; provided, however, that failure of the Developer Committee to request any particular information or failure of an Owner to provide information requested by the Developer Committee, shall not affect, or limit the effect of, any approval of plans by the Developer Committee.

(e) Copies. One set of submitted plans and other submitted information can be retained by the Committee after completion of review. Plan sets and information retained by the Developer Committee shall become the property of the Developer Committee to be used as the Developer Committee deems appropriate in performing its duties prescribed by these Restrictions and for no other purpose. Once construction of a residence is completed on a Lot, the Developer Committee may retain or destroy the plans for that Lot. Once Homes are completed on all Lots, any plans retained by the Developer Committee will be delivered to the Homeowner Committee.

(f) Corrective Measures. In the event any Owner fails to correct any violation of these Restrictions within fifteen (15) days after receipt of written demand from the Developer Committee or the Association, the Developer Committee or the Association may cause the required corrective measures to be taken. The Developer Committee and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred in connection therewith shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 4.2 *Homeowner Committee*. To maintain a high standard of construction and appearance of Homes for the benefit of the Owners of Lots, the Board of Directors of the Association shall appoint three (3) individual Owners to be the members of the Homeowner

Committee. After initial construction of a residence on a Lot, as soon as the Lot becomes a Home, the duties of the Developer Committee under these Restrictions, as to such constructed Homes, shall be transferred to, and assumed by, the Homeowner Committee. The Homeowner Committee shall have no rights, authority or jurisdiction over Lots on which residences have not been constructed and the Developer Committee retains the right to approve and control all construction on contiguous Lots that become Homes because of common ownership.

Section 4.3 *Professionals and Advisers.* The Committee may retain the services of such professionals and advisers as the members of the Committee determine appropriate.

Section 4.4 *Scope and Standards of Review.* The Committee shall review the submitted information to determine design and construction issues with sensitivity to the stated purpose of these Restrictions. The Committee shall have the right to approve or disapprove any plans and specifications submitted to the Committee in its sole and uncontrolled discretion. Approval or disapproval may be based upon any grounds, including purely aesthetic considerations, which shall be deemed sufficient.

Section 4.5 *Time for Review.* The Committee shall issue its written approval or disapproval of plans or proposals submitted to it anytime within thirty (30) days after submission. Submission shall not be considered to have accrued until all information reasonably requested by the Committee shall have been furnished by the Owner or a representative of the Owner. Failure of the Committee to either approve or disapprove properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof.

Section 4.6 *Limited Effect of Approval.* Approval by the Committee of submitted plans and specifications has no effect other than to satisfy the requirement of Section 7.5 of these Restrictions that approval must be obtained prior to the commencement of construction. Approval of submitted plans and specifications does not (a) establish that construction completed in accordance with the submitted plans will not violate any of the other protective covenants set forth in ARTICLE VII of these Restrictions or any other provision of these Restrictions, (b) constitute approval of any variance of any protective covenant which the Committee is authorized to allow in accordance with the terms of these Restrictions, unless expressly stated by the Committee in writing, or (c) establish that construction completed in accordance with the submitted plans will conform to any applicable laws, ordinances, rules, and regulations.

Section 4.7 *Duration of Approval.* Construction pursuant to approved plans must commence within one (1) year after the plans are approved or deemed approved by the Committee unless such approval is expressly effective for any such longer period of time as the Committee may designate. In the event construction is not commenced within this 1-year (or longer) period, the Owner must resubmit plans and specifications for approval unless the Committee waives resubmission.

Section 4.8 *Arbitration.* In the event of a dispute between an Owner of a Lot and the Committee concerning whether the Owner's proposed construction, repair, or remodeling should be approved under these Restrictions or the laws of Louisiana, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent modified herein, and judgment upon the award or enforcing the decisions rendered by the arbitrators may be entered in any Court having jurisdiction to render such a judgment. Upon the disapproval by the Committee of any properly submitted plans or proposal, the Owner shall have ten (10) days to demand arbitration or the decision of the Committee will be final. If the Owner timely demands arbitration, he or she shall name and appoint one member of the arbitration panel within ten (10) days of receipt of demand to appoint. Upon failure of the Owner to appoint an arbitrator, the right to arbitrate shall be deemed waived and the decision of the Committee will be final. The Committee shall name and appoint one member of the arbitration panel within ten (10) days of receipt of notice of the Owner's arbitrator appointment. Upon failure of the Committee to timely appoint an arbitrator, the Owner shall request the President of the Capitol Region Builders Association to appoint an arbitrator for the Committee. The two arbitrators chosen shall, within ten (10) days of the last of their appointments, choose a third arbitrator who shall be a licensed real estate broker. Upon failure of the two chosen arbitrators to choose a real estate broker as the third arbitrator, either party may call upon the President of the Capitol Region Builders Association to appoint a third arbitrator who shall be a licensed real estate broker. If for any reason the parties are unable to follow the

above procedure, one or more of the members of an arbitration panel shall be chosen in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitrators shall be entitled to a reasonable fee for time of service and associated expenses and such fees, expenses, and other costs are to be paid by the Owner demanding arbitration.

Section 4.9 *Indemnification*. Each officer or member of the Committee shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees reasonably incurred by, or imposed on, such officer or member of the Committee in connection with any dispute or proceeding to which the Committee or any such officer or member of the Committee may be a party, or in which any officer or member of the Committee may become involved by reason of his or her being or having been an officer or member of the Committee at the time such expenses are incurred, unless the officer or member of the Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of his or her duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the Association's and the Committee's best interest. The above described right of indemnification shall not be exclusive of all other rights to which any officer or member of the Committee may be entitled, but shall be in addition to such other rights. The indemnification of the Committee provided herein is limited to the assets of the Association and no person or entity, solely by reason of membership in the Association shall have any liability pursuant to this Section.

ARTICLE V COMMON PROPERTIES

Section 5.1 *Dedication and Transfer of Title*. In consideration for the acceptance of the duties and obligations of the Association, which the Association does hereby accept by execution of these Restrictions, the Developer does hereby dedicate, transfer, convey and deliver the areas designated as CA-1, CA-2, and CA-3 on the official final plat (the "Common Properties") to the Association, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Developer may have, to have and to hold the Common Properties of Acadian Trace in full ownership forever, provided, however, that the Developer specifically reserves all mineral rights, but no drilling or other mineral operations shall be conducted on the surface of the Common Properties.

Section 5.2 *Owner's Servitudes of Enjoyment*. Every Owner shall have a right and servitude of enjoyment in and to the Common Properties owned now, or in the future, by the Association and such servitude shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (a) the right of the Association, in accordance with the Articles of Incorporation and by-laws of the Association, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage the Common Properties or any portion thereof. In the event of a default under any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Owners, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored;
- (b) the right of the Association to publish and enforce rules governing the use of the Common Properties;
- (c) the right of the Association, as provided by its Articles of Incorporation and by-laws, to suspend the enjoyment of any Owner for any period during which any Assessment remains unpaid;
- (d) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties from and against foreclosure;
- (e) the right of the Association to set and charge reasonable admission and other fees for the use of the Common Properties; and

(f) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided that no such dedication or transfer, determination as to purposes or as to conditions thereof, shall be effective unless an instrument signed by the Association has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 5.3 *Use of Common Properties.* The Common Properties are private property dedicated to the use of the Owners. Motorcycles, motorbikes, trail bikes, off-road motorized vehicles of all sorts, and any other motorized vehicles are prohibited on the Common Properties except for maintenance purposes. Horseback riding is prohibited on the Common Properties. The discharge of firearms and fireworks is prohibited on the Common Properties, except that the Association may allow commercial fireworks on Common Properties subject to such terms and conditions as the Association may determine appropriate. Common Properties may not be used as a dumping place for grass clippings, limbs, and other refuse.

Section 5.4 *Use of the Lake.* The following provisions are applicable to the Lake, in addition to the covenants and restrictions applicable to all Common Property:

- (a) Boating. No boating shall be allowed in the Lake
- (b) Swimming. No swimming shall be allowed in the Lake.
- (c) Fishing. Only pole fishing or rod and reel fishing is allowed in the Lake. Fishing shall be conducted on the banks of the Lake and no wading into the Lake to fish shall be allowed. Beginning March 1 and ending April 16 of each year (spawning season), all fish caught in the Lake shall be immediately released back to the Lake without any restraint (*i.e.* fish caught during these periods shall not be placed back in the Lake on stringers, in cages or nets, or with any other device that would restrict full freedom of movement or access to the entirety of the Lake).
- (d) Lakeshore and Piers. No Owner may substantially change the contour of the area covered by water on the Lake by dredging, cutting, or filling. Docks, piers, or other structures extending into the Lake from Lake Lots are prohibited.
- (e) Discharge. Discharge of wastewater, heated water, chemicals, toxic materials, and anything other than clean surface water run-off into Lake is prohibited. Use of the Lake as a heat exchanger for heating and air conditioning systems is prohibited.
- (f) Rules and Regulations. The Association may adopt and enforce rules and regulations governing the use of the Lake.

Section 5.5 *Disclaimer and Release of Liability.* EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF TITLE TO A LOT, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY SUCH LOT, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE THE DEVELOPER, THE DEVELOPER COMMITTEE, THE ASSOCIATION, THE HOMEOWNER COMMITTEE, EACH OWNER, EACH FORMER OWNER OF A LOT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH, AS A RESULT OF ANY ENTRY ONTO ANY OF THE COMMON PROPERTIES BY ANY OWNER, OCCUPANT, MORTGAGEE OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FURTHERMORE, EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, DOES HEREBY ACKNOWLEDGE

AND AGREE THAT (a) NEITHER THE DEVELOPER, THE DEVELOPER COMMITTEE, THE ASSOCIATION, THE HOMEOWNER COMMITTEE, ANY OWNER, ANY FORMER OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE COMMON PROPERTIES (b) THE USE OF ANY OF THE COMMON PROPERTIES BY ANY OWNER OR OCCUPANT OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE COMMON PROPERTIES.

ARTICLE VI ASSESSMENTS

Section 6.1 *Creation of Assessment Obligations.* Each Owner of a Lot, by recordation of an act transferring title of said Lot to said Owner, whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association: (a) Annual Assessments (as defined below), (b) other assessments levied in accordance with the terms of these Restrictions, and (c) fines, penalties and other amounts that become due and owing to the Association under the terms of these Restrictions. Assessments shall include interest and costs of collection thereof as provided in these Restrictions. The obligation to pay each Assessment (including interest and costs of collection) shall be both a real obligation associated with each Lot and also a personal obligation of the Owner of each Lot at the time when the Assessment became due.

Section 6.2 *Purpose of Assessment.* Any proceeds from Assessments shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and any other property whose restrictions are administered and enforced by the Association and to provide services and facilities devoted to such purposes. Assessment proceeds shall be used by the Association in any way connected with the fulfillment of the purposes set forth above.

Section 6.3 *Annual Assessments.* Upon a Lot being deemed a "Home" for purposes of these Restrictions, the Owner of each such Lot shall pay to the Association an annual Assessment (the "Annual Assessment"). Until the calendar year beginning January 1, 2012, the Annual Assessment shall be \$120.00 per Lot. For the calendar year beginning January 1, 2012, and the calendar years thereafter, the Annual Assessment may be increased or decreased at a uniform rate by a vote of the Owners, as hereinafter provided. Any change shall fix the Annual Assessment amount for following years until again changed.

Section 6.4 *Special Assessments.* In addition to other Assessments authorized by these Restrictions, the Association may levy in any calendar year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto or for the fulfillment of any other obligation incurred by the Association. Any such special assessment shall have the approval of two-thirds (2/3) of the votes of the members of the Association (by Lot) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members of the Association at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6.5 *Change in Annual Assessments.* Beginning January 1, 2012, and each year thereafter, the Association may change the amount of the Annual Assessment. Unless otherwise specified by the Association, any change shall become effective as of the first day of the calendar year in which the change is approved and for all calendar years thereafter until changed again. Any change in the amount of the Annual Assessment shall have the approval of two-thirds (2/3) of the votes of the Owners (by Lot) who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. Written notice of the meeting shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6.6 *Quorum for Any Special Assessment Action.* The quorum required for any meeting convened to authorize the levy of special assessments under Section 6.4 shall be as

follows: At the first meeting called for such purpose, the presence at the meeting of Owners, or of proxies, entitled to cast sixty percent (60%) of all the votes (by Lot) of the Owners of all Lots that would be subject to the particular assessment shall constitute a quorum. If the required quorum is not forthcoming at such a first meeting, subsequent meetings may be called, subject to the notice requirements and the required quorum at any such subsequent meeting shall be seventy-five percent (75%) of the required quorum at the preceding meeting until such time as a quorum is obtained, provided that each such subsequent meeting shall be held no less than fourteen (14) and no more than sixty (60) days following the preceding meeting and notice of such subsequent meeting shall make specific reference to the reduced quorum requirements prescribed by this Section.

Section 6.7 *Other Assessments.* Any and all other amounts that may be or become due and payable to the Association under these Restrictions, including, without limitation, any and all penalties and fines, shall be Assessments under this Article.

Section 6.8 *Date of Commencement of Annual Assessments.* The Annual Assessments shall commence on the first day of the year following the date of these Restrictions. The Annual Assessments for each subsequent year become due and payable in advance for each calendar year on January 1 of each year. Any increase in the Annual Assessment during the year shall become due and payable sixty (60) days after approval in accordance with Section 6.5.

Section 6.9 *Duties of the Board of Directors Regarding Assessments.* Except as otherwise provided in these Restrictions, the due date of each Assessment will be established by the Board of Directors of the Association. The Board of Directors of the Association shall cause written notice of each Assessment to be mailed to every Owner subject thereto at least thirty (30) days prior to the due date of each Assessment, notice being complete upon mailing; provided, however, failure to provide such written notice shall not relieve any Owner of the obligation to pay any Assessment. The Association shall, within a reasonable time after receipt of a written request, furnish to any Owner a certificate in writing signed by an officer of the Association, setting forth whether all or particular Assessments for a Lot have been paid. Such certificate shall be conclusive evidence of payment of each Assessment that the certificate states has been paid.

Section 6.10 *Effect of Non-Payment of Assessment.* If any Assessment is not paid on the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and costs of collection thereof as hereinafter provided. Payment of each Assessment, including interest and costs of collection, is a real obligation running with each Lot and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees, and assigns and also shall be a personal obligation of the then Owner and shall remain his personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by them (although it shall remain a real obligation incidental to ownership of the Lot affected and shall remain subject to any privilege to which the Association may be entitled). If any Assessment is not paid within thirty (30) days after the date due, the Assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, the Association shall be entitled to a privilege against the affected Lot in accordance with La.-R.S. 9:1145, *et seq.*, and the Association may, at any time after an Assessment becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for Livingston Parish, Louisiana, identifying the nature and amount of the Assessments that have not been paid, a description of the Lot or Lots for which the Assessments have not been paid and the name or names of the Owners personally obligated to pay the Assessment and the name of the then Owner of the Lot or Lots affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owners named therein by certified mail, registered mail, or personal delivery. The Association may bring an action against the Owner personally obligated to pay the unpaid Assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs and other expenses incurred by the Association in connection with collection of such Assessment. In the same action, or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation provided by these Restrictions and the privilege provided for in La.-R.S. 9:1145, *et seq.*, by proceeding "*in rem*" against the affected Lot and its Owner for the amount of the unpaid Assessments, including legal interest thereon from the date due and reasonable attorney's fees.

Section 6.11 *Exempt Property*. The following property subject to these Restrictions shall be exempt from any and all Assessments created herein or subsequently imposed in accordance herewith:

- (a) all Lots or other property owned by either the Developer, for as long as the Developer owns the Lots;
- (b) any Lot that does not qualify as a Home under these Restrictions;
- (c) any part of the Property dedicated to and accepted by the local public authority and devoted to public use; and
- (d) the Common Properties.

Otherwise, each and every Lot as shown on the official final plat shall be subject to assessment.

Section 6.12 *Resubdivision*. In the event any one Lot is resubdivided into more than one Lot, each newly created Lot shall be subject to a full Lot assessment created herein or subsequently imposed in accordance herewith. In the event the resubdivision of two or more Lots results in the existence of less than the number of Lots that existed prior to the resubdivision, the Assessments applicable to the original Lots shall be prorated among the Owners of the resubdivided Lots on the basis of acreage, provided that no resubdivided Lot will be subject to less than one full Lot assessment. The forgoing notwithstanding, all Lot resubdivisions are required to be approved as set forth in Section 7.3.

ARTICLE VII PROTECTIVE COVENANTS

Section 7.1 *Residential Use*. All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these Restrictions. The use of a portion of a Lot as an office by an Owner shall not be considered a commercial use of a Lot if such use does not create regular customer, client or employee traffic, provided that in no event shall any Lot be used as a storage area for any building contractor or real estate developer. Apartment houses and lodging houses are prohibited. Not more than one single-family residence, with accessory buildings, shall be built or constructed on each Lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La.-R.S. 28:477), shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such. No Lot may be used as a road, street, driveway or other means of access to any other property.

Section 7.2 *Compliance with Applicable Laws*. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance shall be enforceable in the same way as the responsibility for the maintenance and repair of Homes and Lots under these Restrictions.

Section 7.3 *Resubdivision of Lots*. No resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee. No Lot may be resubdivided in order to accommodate more than one single-family residence per original Lot. The owner of any two (2) or more adjoining Lots which front on the same street may erect a single residence on said Lots, in which case the two Lots shall be considered as one Lot for the purposes of these Restrictions except for Association voting purposes and assessment purposes. In the event the resubdivision of two or more Lots results in the existence of less than the number of Lots that existed prior to the resubdivision, the Assessments applicable to the original Lots shall be prorated among the Owners of the resubdivided Lots on the basis of acreage, provided that no resubdivided Lot will be subject to less than one full Lot assessment.

Section 7.4 *Servitudes and Rights of Way*. Servitudes and rights of way for the installation and maintenance of utilities, as shown the official final plat, are dedicated to the perpetual use of the public for such purposes. Other servitudes as shown on the official final plat are subject to limited usage by Owners as shown by the dedication language contained on the official final plat and as set forth herein. Additionally, each Owner shall furnish a utility servitude from the source

of supply of utilities to the Lot to any utility meter location, if any, for receipt of utility service. Overhangs in servitudes and rights of way will not be allowed without the written consent of Committee and approval of Livingston Parish.

Section 7.5 *Approval of Plans by Committee.* After the approval of the plans for the initial construction of a Home on a Lot pursuant to Section 4.1, no other residence, building, fence, wall or other improvement or structure shall be commenced, erected or maintained on the Lot, nor shall any addition, change or alteration of any kind therein be made on the Lot until professionally prepared plans showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage, the grading plan of the Lot, and such other matters as the Committee may require shall have been submitted to and approved in writing by the Committee as required by ARTICLE IV of these Restrictions. Any changes to approved plans must be submitted and approved by the Committee prior to implementation. A Home or other structure not constructed in conformity with approved plans may be required to be demolished or removed at the expense of the Owner.

Section 7.6 *Building Size.* No residence on any Lot may be built or occupied having less than 1,200 square feet of heated living area. In computing or determining the "heated living area," open porches, screened porches, porches with removable windows, breezeways, patios, landings, outside unfinished storage or utility areas, garages, and any other area having walls, floors, or ceilings not completed as interior living space shall not be included.

Section 7.7 *Setback Lines.* Unless approved by the Committee, in writing, no building shall be constructed or located in violation of the following setback lines applicable to all buildings constructed on Lots, including, without limitation all garages, carports and other accessory buildings (whether or not attached to the residence):

- (a) Front Setback. No building shall be erected or located any closer to the front property line of a Lot than the greater of (i) the minimum front yard requirement for the Lot under applicable land use laws, if any, or (ii) the building setback lines shown on the official final plat (as it may be amended, subject to approval by the Developer).
- (b) Side Setback. No building shall be erected or located any closer to any side property line of a Lot than the greater of (i) the minimum side yard requirement for the Lot under applicable land use laws, if any, (ii) the building setback lines shown on the official final plat (as it may be amended, subject to approval by the Developer), or (iii) five feet (5').
- (c) Rear Setback. No building shall be erected or located any closer to the rear property line of a Lot than the greater of (i) the minimum rear yard requirement for the Lot under applicable land use laws, if any, (ii) the building setback lines shown on the official final plat (as it may be amended, subject to approval by the Developer), or (iii) any servitude area across the rear of the Lot as shown on the official final plat (as it may be amended).
- (d) Accessory Buildings. Accessory buildings (including garages and carports) shall not be erected or located any closer to any side property line than as indicated in Section 7.7(b) above nor closer to the rear property line than as indicated in Section 7.7(c) above.
- (e) Fronts, Sides and Rears of Lots. For purposes of these Restrictions, a Lot shall be deemed to "front" on the side having a street, or in the case of a corner Lot, the side having the shortest property line along a street; the "side" property lines shall be the property lines running roughly perpendicular to the "front;" and the "rear" property line shall be the property line running roughly parallel to the "front."

Section 7.8 *Drainage and Fill.* Each Owner is responsible for providing "positive" storm water drainage in the direction indicated in the drainage plan for the Property on file with the Livingston Parish Planning Commission. Drainage may be surface and/or subsurface. An Owner shall not impede or modify the natural drainage flow of any Lot in any manner (including, without limitation, the adding of fill material to any Lot) that will adversely affect other Owners.

Section 7.9 *Building Height*. No structure shall be erected on any Lot with more than two (2) stories and no structure shall be erected on any Lot which exceeds thirty-eight feet (38') in height measured from ground level to the highest peak of the roof.

Section 7.10 *Ceiling Height*. All residences shall be constructed with at least ninety percent (90%) of the ceilings in heated areas on the ground floor to be not less than eight feet (8') high.

Section 7.11 *Driveways and Walkways*. Driveways shall be constructed of brick, stone, concrete or other similar materials approved by the Committee. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. Walkways shall be constructed on each Lot consisting of hard surfaced paths leading from the street or driveway to the front entrance of the residence. Walkways will be constructed of brick, stone, concrete or other similar materials approved by the Committee.

Section 7.12 *Landscaping*. Within thirty (30) days after substantial completion of the exterior of the residence constructed on any Lot, the areas between the residence constructed on the Lot and each street bordering the Lot (including both the full front and street facing side yards for corner Lots), and the side yards between the residence and the property line of each Lot, shall be fully planted with sod or covered with raised and planted plant beds. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Association the sum of \$50.00, as liquidated damages, for each day the required sodding and landscaping remains uncompleted after notice from the Association to the Owner. The obligation to pay such a fine shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.13 *Fences*. All fence locations and details must be submitted to the Committee for approval prior to construction including details of decorative fences and non-perimeter fences. No fence or wall shall be erected on any Lot nearer to any street than the furthest of (a) the building setback lines shown on the official final plat, or (b) the front of the residence on the Lot. No fence or wall shall exceed six feet (6') in height; provided, however, any fence on the perimeter boundary of the entire Property may be constructed up to eight feet (8') in height. No Owner may construct a fence that extends from the Owner's Lot onto any of the Common Properties. All fencing material must be brick or wood unless otherwise approved by the Committee. Chain link or wire fences are prohibited. Wood fences shall be made of cedar, cypress, redwood, pressure treated pine or other natural material of similar appearance if approved by the Committee prior to commencement of construction. All fence posts (other than those constructed of brick) and all braces, support beams, and runners shall not be visible from any neighboring property or from any street. No fence or wall shall be erected in any servitude unless approved by the Committee. Any fence or wall allowed to be constructed in any area subject to servitude shall not interfere with any drainage improvement or utility located within said servitude or any other use or purpose allowed within the servitude. Fences on Lake Lots shall be constructed in such a manner as to preserve the view of the Lake from other Lake Lots. Fences that impair the Lake views are discouraged, except as needed for children, swimming pools, and pets. Rear fences on Lake Lots (the fence that runs roughly parallel to the boundary of the Lake) shall be constructed of wrought iron, simulated wrought iron, or anodized or painted aluminum to a height of no more than four feet (4'). No wood fence may be constructed on any Lake Lot that impairs panoramic views of the Lake from other Lake Lots.

Section 7.14 *Perimeter Fence*. The Developer and the Association shall each have the right to construct a perimeter fence on all or part of CA-1, provided, however that neither the Developer nor the Association shall have any obligation to construct a perimeter fence. If constructed or installed, the Association shall be required to maintain the perimeter fence.

Section 7.15 *Address Numbers/Mailboxes*. Address numbers may not be displayed on any curb. The Association has pre-selected the type and style of mailbox and requires Owners to select this style for their residence. Mailboxes shall be placed near the sidewalk or driveway, close to the center of the Lot.

Section 7.16 *Antennas, Flagpoles, Outside Lighting, and Outside Sound*. No above ground outside antennas, satellite dishes, or other communication or electronic devices shall be allowed without the prior written consent of the Committee. A request for approval of an antenna, satellite dish, or other communication or electrical device must be accompanied by a site plan

showing the exact location of the proposed device and such evidence as the Committee determines appropriate to establish that signals from the proposed device will not interfere with communications or the reception of television or radio signals on any other Lot. Antennas, satellite dishes and other communication or electronic devices will not be allowed to be placed (a) in front of the farthest front extension of the residence or garage on any Lot, or (b) in any other location visible from any street or other Lot. No above ground outside utility poles or flagpoles (except for temporary flagpoles) shall be allowed without the prior written consent of the Committee. Construction, location, and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Committee and shall be designed to minimize the intrusion of such lighting or sound onto other Lots. Any standards and restrictions adopted by the Committee with respect to these items shall be final and not subject to review.

Section 7.17 *Clotheslines*. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rug or other items be hung from any railing, fence, hedge or wall.

Section 7.18 *Foundations*. An architect, structural engineer or other design professional should properly design foundations. Parish ordinances and regulations may establish minimum foundation elevation requirements. If more than eight inches (8") of foundation is exposed, the foundation must be camouflaged by brick ledge or by screening with continuous landscaping materials.

Section 7.19 *Exterior Materials and Colors*. The exterior of the residence and all accessory buildings shall be constructed of stucco, synthetic stucco (Dryvit or equal), brick or siding approved by the Committee. All siding must be wood or synthetic single board lap siding subject to the approval of the Committee. Imitation stone, imitation brick and lava rock are expressly prohibited.

Section 7.20 *Window Coverings*. No foil, sheets, reflective materials, paper, or other inappropriate materials or bright colors shall be used on any window for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. Inexpensive shades or blinds are recommended for use as temporary window coverings until permanent window coverings are installed. The interior of window coverings shall be lined in a neutral color so as not to detract from the exterior of the building.

Section 7.21 *Equipment Screening*. Prior to occupancy of a residence on a Lot, all air conditioner compressors, utility boxes, gas meters, pool equipment and other mechanical equipment must be visually screened from the street, side-yard views, and the Lake views. If landscaping is used for required screening, plant materials must be at least as high as the items being screened. Evergreen plant materials shall be used for screening purposes and must be of a type that does not "die back" or "meltdown" in freezing temperatures.

Section 7.22 *Window Mounted Climate Control Units*. Window mounted air-conditioning or heating units may be used in non-living area spaces ONLY, such as garages, and must be installed in such a way that are NOT VISIBLE from any street or the Lake.

Section 7.23 *Windows*. Windows on front elevations shall be made of materials approved by the Committee and divided lights shall be required on front elevations unless deemed inappropriate by the Committee.

Section 7.24 *Roof*. The Committee must approve all roof colors and all roofing materials. Metal and other roofing materials may be used on residences, accessory building and other construction on a Lot, subject to approval of the Committee. The minimum requirement for composition roofing material shall be architecturally cut shingles.

Section 7.25 *Ridge Vents*. Only shingle covered ridge vents will be allowed.

Section 7.26 *Skylights and Solar Collectors*. Skylights and solar collectors shall not be located on the front elevation of any building. Only flat skylights shall be allowed. Skylights and solar collectors must be properly located and clearly shown on plans (with details and dimensions) when submitted for approval and must be approved prior to installation.

Section 7.27 *Garages and Carports*. All residences shall have a garage or carport (a building or other structure for storage or parking of vehicles or boats whether or not attached to the main dwelling) which will accommodate not less than two (2) nor more than four (4) automobiles. No carport may have an entrance that faces the street on which the residence fronts. Garages must be enclosed and equipped with garage doors and may be located in the front, on the side, or behind the residence of the residence.

Section 7.28 *Trees*. No tree at least eight inches (8") in diameter, measured three feet above the ground, and twenty feet (20') tall may be removed from any Lot, unless in the approved building site, its access, or immediate surroundings, without approval of the Committee. The intent of this restriction is to preserve a natural wooded environment insofar as that is compatible with careful development. To this end, over clearing of Lots is prohibited.

Section 7.29 *Fireplace Flues*. Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be screened from view.

Section 7.30 *Accessory Buildings*. Gazebos, pigeoniers, pergolas and other detached structures should relate architecturally to the design of the residence in both form and material. Details and location of all detached structures must be submitted for approval with plans and must be approved by the Committee.

Section 7.31 *Utilities*. Lots will be served by underground utilities only. Electric service from the electric distribution system to a residence or other building on a Lot must be underground. All residences shall tie-into and utilize sanitary sewer and water services. Septic tanks, private sewerage treatment plants and private water wells are not allowed.

Section 7.32 *Curbs*. Owners may "cut out" curbs where driveways merge with street, but in no event shall "curb rollovers" be placed on any curb of any street.

Section 7.33 *Concrete Trucks*. Washing out of concrete trucks shall be on the Lot being poured and not on any other area. Failure to comply with this procedure shall be considered a violation of these Restrictions and each Owner who knowingly violates, or whose contractor knowingly violates, this restriction agrees to pay the Association the sum of \$500.00 for each violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.34 *Commercial Dumpsters*. Owners shall have, use, and empty a commercial dumpster on their Lots at all times during construction of the residence on a Lot and also during the clearing phase prior to construction; provided, however, Owners of multiple Lots will not be required to have a commercial dumpster on each job site, but must have access to, use and empty a commercial dumpster for each job site (*i.e.*, the dumpster for a job site may be on a different Lot) or otherwise make provisions, as are approved by the Committee, for keeping each job site clean and free of debris. Failure to comply with this provision shall be considered a violation of these Restrictions and each Owner who knowingly violates, or whose contractor knowingly violates, this restriction agrees to pay the Association the sum of \$500.00 for each violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.35 *Exterior Completion*. The exterior of any improvement permitted by these Restrictions shall be substantially completed within one (1) year after commencement of construction. If not timely completed, the Owner shall remove all uninstalled building and construction materials for each such uncompleted improvement (including any slab) and restore the Lot to a clean and attractive appearance, unless completion of the improvement is being diligently performed by the Owner at such time. In the event an Owner fails to remove any such materials within fifteen (15) days after receipt of written demand from the Association, the Association may have such uninstalled materials removed and the Association shall have a

servitude across any such Owner's Lot to complete the removal. The actual cost incurred by the Association in connection therewith shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.36 *Noxious or Offensive Activities*. Noxious or offensive activities shall not be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No stumps or other debris may be buried on any Lot. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Upon completion of a residence, no burning of rubbish or trash will be allowed on the Lot. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property agrees to pay to the Association the actual cost of removal thereof or the sum of \$150.00, whichever is greater, for each violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.37 *Firearms and Airguns*. The use of firearms and airguns is strictly prohibited on the Property.

Section 7.38 *Lot Maintenance*. Each Owner shall be responsible for maintaining the Owner's Lot (including, without limitation, the residence, the driveway and all landscaping) in good repair and in a clean and orderly fashion at all times and shall keep the Lot mowed and free of weeds and clean of trash, rubbish, or garbage. The exterior of each building located on a Lot (including garages and other approved buildings) must be reasonably maintained, including painting any replacement of roofs, gutters, downspouts and exterior building surfaces and any other necessary maintenance including the replacement of windows, doors or shutters when necessary. In the event an Owner fails to properly maintain the Owner's Lot within fifteen (15) days after receipt of written demand from the Association, the Association may perform the required maintenance work and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred by the Association in connection therewith shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.39 *Signs*. No sign of any kind, other than one standard (16"x24") real estate and one builder sign, shall be displayed to the public view on or from any Lot without the prior consent of the Committee. All signs must be professionally constructed and painted. No flimsy, unsightly signs will be allowed. Allowed signs must be maintained in an upright position with grass or other debris appropriately maintained. The Developer and any entity that acquires substantially all of the Lots from the Developer are excepted from this restriction.

Section 7.40 *Mineral Operations*. No oil or gas drilling, mineral development operations, production or treatment of facilities, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon the surface of any Lot. No derrick or other structure designated for use in the drilling for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any Lot, even temporarily.

Section 7.41 *Temporary Structures*. No structure of a temporary character and no trailer, recreational vehicle, tent, shack, barn, or other outbuilding shall be used as a residence either temporarily or permanently. During the continuance of construction on a Lot, Owner shall require its contractors to maintain the Lot in a reasonably clean and uncluttered condition, and to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, Owner shall cause its contractors to immediately remove all equipment tools, and construction material and debris from the Lot on which construction has been completed.

Section 7.42 *Trailers, Vehicles and Portable Storage Containers*. No mobile homes, house trailers, trucks (other than pickup trucks), or other commercial vehicles shall be kept, stored,

parked, repaired or maintained on any Lot. Boats, other watercraft, school buses, motor homes, recreational vehicles (RV's), motorized campers, trailers, motorized all-terrain vehicles, campers, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices, trailers therefor or portable storage containers may be kept on Lots ONLY if housed completely within a structure which has been approved by the Committee or ONLY if completely screened from view by landscaping or fencing which has been approved by the Committee.

Section 7.43 *Vehicle Operation and Parking.* All vehicular traffic on streets in the Property shall be subject to the provisions of all local and state laws concerning operation of motor vehicles on public streets. All automobiles owned or used by Owners or occupants of any structure located on any Lot (other than temporary guests and visitors) shall, as far as possible, be parked in garages or carports. No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles may be parked on any driving surface in any manner that blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed at the expense of the owner of the vehicle. The Association shall have authority to promulgate rules and regulations to govern vehicle operation and parking in the Property. Furthermore, although not expressly prohibited hereby, the Association may at any time prohibit motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being operated upon any portion of the Property. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any Lot, except (a) within enclosed garages or workshops or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Section 7.44 *Sidewalks.* Each Owner shall be required to maintain any sidewalk located on that Owner's Lot, using the same type of materials used in the original construction of the sidewalk. The style and location of sidewalks may not be modified or relocated without the written approval of the Committee. In the event an Owner fails to maintain any sidewalk on that Owner's Lot within fifteen (15) days after receipt of written demand from the Association, the Association may have the required maintenance work completed and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred by the Association in connection therewith shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 7.45 *Animals.* No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Property, provided that generally recognized house pets may be kept, subject to rules and regulations adopted by the Association, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. Domestic pets shall not roam freely, but must be leashed or detained by fences. Domestic pets shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance of any type, including, without limitation, visual, audible, physical or smell. The determination of a situation as nuisance is at the sole discretion of the Association and this determination shall be final.

Section 7.46 *Gardening.* No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street, the Lake, or any neighboring Lot. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

Section 7.47 *Playground Equipment.* All playground equipment must be placed in the rear of the residence ONLY.

Section 7.48 *Building Materials Storage.* No building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residence or other building thereon.

**ARTICLE VIII
SOIL CONDITIONS – FILL DISCLOSURE**

Each Lot sold by the Developer is sold and purchased without any warranties with respect to soil conditions. It is recommended that each Owner undertake such soil condition testing as is necessary for each Owner, architect and builder be familiar with all soil conditions on the Owner's Lot. Each Owner shall be deemed to have expressly waived, in favor of the Developer and assignees of the Developer, all warranties with respect to soil conditions of any Lot. Each Owner shall forfeit any right to avoid the purchase of a Lot or reduce the transfer consideration on account of any soil condition of any Lot. Each Owner shall be deemed to have unconditionally released the Developer and the Developer's engineers from and against any liability arising out of any claim arising out of any soil condition of any Lot. Notice is hereby given that fill material may have been spread or placed on one or more Lots. This disclosure does not restrict or limit the waiver of warranties provided above. Each Owner of Lots shall be deemed to have accepted title to Lots with full knowledge and disclosure that fill material may have been spread or placed on each Lot.

**ARTICLE IX
RIGHTS OF THE DEVELOPER**

Section 9.1 *Completion of Development and Sales Activities.* Any provision, covenant or restriction contained in these Restrictions to the contrary notwithstanding, it shall be expressly permissible for the Developer, its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots, and the development of Lots, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model residences, all as may be approved by the Developer from time to time, provided that the location of any construction trailers of any assignees of rights of the Developer shall be subject to approval by the Developer. The right to maintain and carry on such facilities and activities shall include specifically the right to use Improvements as model residences, and to use any model residence as an office for the sale of Lots and for related activities.

Section 9.2 *Improvements and Changes.* The Developer shall have the right, but not the obligation, to make improvements and changes to all Lots owned by the Developer, including, without limitation, (a) changes in the location of the boundaries of any Lots owned by Developer, (b) installation and maintenance of any utility systems and facilities, and (c) installation of security and/or refuse facilities.

Section 9.3 *Control by the Developer.* Any other language or provision to the contrary in these Restrictions or the Articles of Incorporation or by-laws of the Association notwithstanding, the Developer hereby retains the right to appoint and remove any member or members of the board of directors of the Association and any officer or officers of the Association until two (2) years after the first date the Developer (and any assignee of this particular right by the Developer) no longer owns any Lot or any other residential property in Acadian Trace that is subject to regulation by the Association. Every Owner, by acceptance of title to his Lot, agrees that the Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section. Within a reasonable time after the right to appoint and remove directors and officers of the Association passes to the owners of lots in Acadian Trace that are subject to regulation by the Association (including, without limitation, Owners of Lots), a special meeting of the Association shall be called. At such special meeting, a new board of directors shall be elected to undertake the responsibilities of the Association, and the Developer shall deliver all books, accounts and records, if any, which the Developer has kept on behalf of the Association and any agreements or contract executed by or on behalf of the Association during such period and which the Developer has in its possession.

Section 9.4 *Amendments by the Developer.* Developer, acting alone and at any time, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk and Recorder for Livingston Parish, Louisiana, without the approval of any Owner or other person with an interest in any Lot. In any amendment of these Restrictions by Developer, Developer may add, change or delete provisions in these Restrictions, the effect of which may be to create new restrictive covenants, terminate restrictive covenants, modify restrictive covenants and/or otherwise make these Restrictions more or less restrictive. Each Owner, by acceptance of

a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section.

Section 9.5 *Additional Property*. The Developer shall have the right to add property to the description of the Property covered by these Restrictions. Such an addition of property shall be effected by an amendment to these Restrictions executed by the Developer and recorded in the records of the Clerk and Recorder for Livingston Parish, Louisiana, or by a separate act of building restrictions accepted by the Association. The owners of property added to the description of the Property shall have all the rights and obligations of Owners under these Restrictions and the Association and the Association will serve the same functions for the additional property.

Section 9.6 *Assignment of Rights by the Developer*. Unless specifically restricted in these Restrictions, the Developer shall have the right to assign all or part of the rights of the Developer under these Restrictions. Any such assignment must be in writing and shall not be effective unless and until the writing is duly recorded in the office of the Clerk and Recorder for Livingston Parish, Louisiana. The foregoing notwithstanding, a successor of the Developer receiving all or substantially all of the Property owned by the Developer by reason of a foreclosure, *dation en paiement*, merger or consolidation, shall be deemed a successor and assign of all rights of the Developer under these Restrictions.

ARTICLE X GENERAL PROVISIONS

Section 10.1 *Strict Interpretation of Restrictions*. These Restrictions, including all obligations, covenants, restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted. No provision of these Restrictions shall be ignored. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

Section 10.2 *Knowing Violation of Restrictions*. In the event of a knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restrictions after receipt by the violator or Owner of the Lot on which the violation occurs of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator or Owner of the Lot reasonable attorney's fees to be fixed and awarded by the court.

Section 10.3 *Duration*. These Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these Restrictions shall be automatically extended for successive periods of ten (10) years.

Section 10.4 *Amendment and Termination*. Except as otherwise provided herein, any amendment to or termination of these Restrictions prior to expiration of the initial twenty-five (25) year term of duration shall only be by written act executed by all of the then Owners of all Lots. After expiration of the initial twenty-five (25) year term of duration, these Restrictions may be amended or terminated, at any time, by written act executed by the then Owners of a majority of all Lots. The foregoing notwithstanding, the Developer, acting alone and at any time, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk and Recorder for Livingston Parish, Louisiana, without the approval of any Owner or other person with an interest in any Lot. In any amendment of these Restrictions by the Developer, the Developer may add, change or delete provisions in these Restrictions, the effect of which may be to create new restrictive covenants, terminate restrictive covenants, modify restrictive covenants and/or otherwise make these Restrictions more or less restrictive. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments by the Developer as are permitted by this provision.

Section 10.5 *Notices*. Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of mailing.

Section 10.6 *Enforcement.* If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner, the Developer, or the Association, to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these Restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter.

Section 10.7 *Subordination of Certain Real Obligations, Liens and Privileges to Mortgages.* The obligation to pay Assessments (including collection costs and fees), and any lien or privilege granted to secure payment thereof by these Restrictions or any provision of law, shall be subordinate to any mortgage or mortgages placed on any Lot prior to the filing of a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for Livingston Parish, Louisiana. This subordination shall apply only to Assessments that have become due and payable prior to a judicial sale, *dation en paiement*, or other similar proceeding or act in lieu of foreclosure resulting in a transfer of the mortgaged Lot. Such a transfer shall not relieve the transferee or the Lot from the personal and real obligations to pay Assessments arising after such a transfer or any lien or privilege granted to secure payment thereof by these Restrictions or any provision of law.

Section 10.8 *Solidary Obligations.* In the event the Owner of a lot is other than a single person or entity, the obligations of each person and entity that owns the Lot shall be "solidary" or "joint and several" obligations.


Section 10.9 *Severability.* Invalidation of any one of the provisions of these Restrictions by judgment or court order shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.

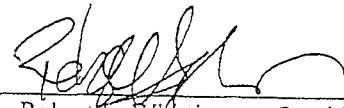
[THE NEXT PAGE IS THE SIGNATURE PAGE.]

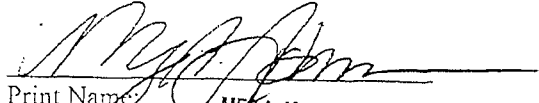
THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the day, month and year first above written in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:


THE RESOURCE FOUNDATION, INC.

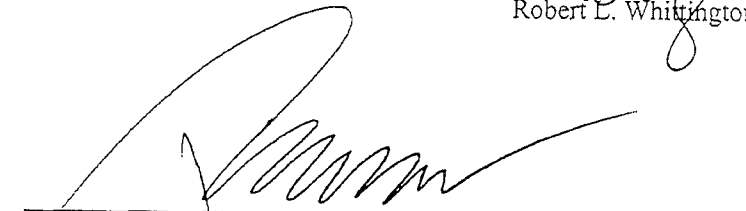

Print Name: Nancy M. Dugas

By: 
Robert L. Whittington, President


Print Name: MEGA JOHNSON

ACADIAN TRACE HOA, INC.

By: 
Robert L. Whittington, President



NOTARY PUBLIC

PRINTED NAME: RALPH E. HOOD
Notary Public #6984
Parish of East Baton Rouge
State of Louisiana
Commission Expires at Death

RESOLUTIONS OF THE BOARD OF DIRECTORS OF
THE RESOURCE FOUNDATION, INC.

BE IT RESOLVED that the PRESIDENT of THE RESOURCE FOUNDATION, INC. (the "Corporation"), ROBERT L. WHITTINGTON, is hereby authorized and empowered for and on behalf of, and in the name of this corporation, to enter into the following transactions:

- (a) to established covenants and restrictions for lots and other property owned by the Corporation and shown of the official final plat of ACADIAN TRACE, a subdivision in Livingston Parish, Louisiana,
- (a) to dedicate, transfer, convey and deliver, to Acadian Trace HOA, Inc., a Louisiana non-profit corporation, the common areas designated as CA-1, CA-2, and CA-3, on the official final plat shown of the official final plat of ACADIAN TRACE, a subdivision in Livingston Parish, Louisiana, and
- (b) to sign all papers, documents and acts necessary to complete such matters (including affidavits required by a title company regarding title matters), to make all decisions and execute and deliver any documents and undertake any actions on behalf of the Corporation relating to such matters, and to do any and all things that he deems necessary and proper in connection therewith, all on such terms and conditions as he may determine fit and proper.

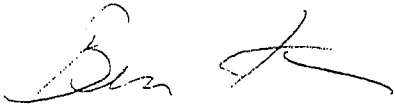
BE IT FURTHER RESOLVED that said officer is further authorized to execute any documents as shall, in his sole discretion and judgment, be appropriate and desirable to accomplish the foregoing, containing such terms as he deems advisable.

I certify that I am the duly acting and qualified Secretary of The Resource Foundation, Inc. and that:

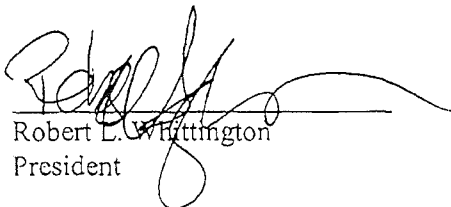
(a) The Resource Foundation, Inc. is duly organized and existing under the laws of the State of Tennessee (and successor-by-merger to The Resource Foundation, Inc., a Louisiana corporation); that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for forfeiture of its Charter or for its dissolution, voluntarily or involuntarily; that it is duly authorized and qualified to do business in the State of Louisiana and is in good standing with such State; that there is no provision in the Articles of Incorporation or Bylaws of said corporation limiting the power of the Board of Directors to pass the resolutions set out above and that the same are in conformity with the provisions of said Articles of Incorporation and Bylaws; and

(b) The above and foregoing constitutes a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of said corporation held on June 10, 2010 at which meeting a quorum was present and voted in favor of said resolutions, and said resolutions have never been modified or rescinded and are still in full force and effect.

Date: June 11, 2010



Ben Hu
Secretary



Robert L. Whittington
President

Livingston Parish Recording Page

Jason B. Harris
Clerk of Court
PO Box 1150
Livingston, LA 70754-1150
(225) 686-2216

Received From :
LISKOW & LEWIS
701 POYDRAS ST
STE 5000
NEW ORLEANS, LA 70139

First VENDOR
ACADIAN TRACE

First VENDEE
ACADIAN TRACE

Index Type : Conveyances
Type of Document : Restrictions
Recording Pages : 6

File Number : 940343
Book : 1342 Page : 119

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana.

On (Recorded Date) : 01/16/2019
At (Recorded Time) : 12:00:18PM



K. Bourdeau
Deputy Clerk

Doc ID - 012873570006

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Page 2 of 6
Page 2 of 6

TERMINATION OF
DECLARATION OF BUILDING RESTRICTIONS
AND PREDIAL SERVITUDES

BE IT KNOWN, that on the dates set forth below before the undersigned Notaries Public, duly commissioned and qualified in and for the jurisdictions set forth below, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

THE RESOURCE FOUNDATION, INC., a Tennessee nonprofit corporation and successor-by-merger to The Resource Foundation, a Louisiana nonprofit corporation (the "Grantor"), represented herein by its duly authorized by representative,

STATE OF LOUISIANA, acting by and through the DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT (the "Department"), represented herein by its undersigned duly authorized representative, and

LISC LOUISIANA LOAN FUND, LLC, a Delaware limited liability company (the "Lender"), represented herein by its undersigned duly authorized representative;

who declared that the Grantor, the Department and the Lender are parties to a Declaration of Building Restrictions and Predial Servitudes, recorded September 21, 2009, in COB 1047, at Page 620, as File Number 702578, in the office of the Clerk and Recorder for Livingston Parish, Louisiana (the "Declaration"), which affects the property described on Exhibit A attached hereto.

The Grantor, the Department and the Lender hereby terminate the Declaration, extinguish the servitudes established therein, release the Property, in its entirety, from the Declaration and the servitudes established therein, and release the Grantor, its successors and assigns from all obligations imposed in the Declaration.

This Termination may be executed in any number of identical counterparts, and each counterpart hereof will be deemed to be an original instrument, but all counterparts hereof taken together will constitute but a single instrument. The transmission or receipt of a facsimile or similar communication bearing a reproduction of a party's signature or initial will produce the same legal result as the transmission or receipt of an original signature or initial.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK –
SIGNATURES ON FOLLOWING PAGES]



Page 3 of 6
Page 3 of 6

STATE OF Tennessee
COUNTY/PARISH OF Davidson

DONE AND SIGNED on January 8, 2018, by the Grantor in Davidson County Tennessee, on the date first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

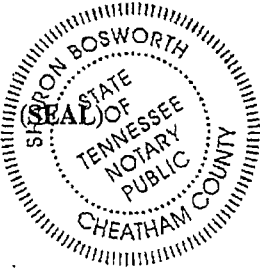
WITNESSES:

THE-RESOURCE FOUNDATION, INC.,
a Tennessee non-profit corporation

Barbara A. Holland
Name: BARBARA A. HOLLAND

By: [Signature]
E.D. Latimer, IV
Chief Executive Officer

Cynthia Latimer
Name: Cynthia Latimer



Sharon Bosworth
NOTARY PUBLIC
Printed Name: Sharon Bosworth
Notary No. N/A
My Commission Expires: 04/28/2019

Page 4 of 6
Page 4 of 6

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

DONE AND SIGNED by the Department in Baton Rouge, Louisiana, on the date first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

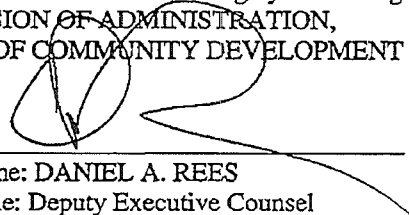
STATE OF LOUISIANA, acting by and through
the DIVISION OF ADMINISTRATION,
OFFICE OF COMMUNITY DEVELOPMENT

Lori Dupont

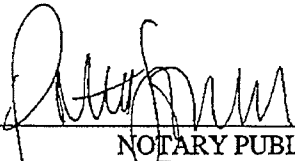
Name: Lori Dupont

Sandra M. Gunner

Name: Sandra M. Gunner

By: 

Name: DANIEL A. REES
Title: Deputy Executive Counsel



NOTARY PUBLIC

Printed Name: Portia Johnson

Louisiana Bar Roll/Notary No. 146399

My Commission is for Life

STATE OF NEW YORK

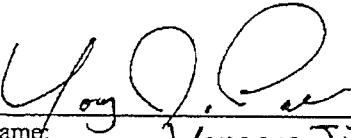
COUNTY OF NEW YORK


DONE AND SIGNED by the Lender in New York, New York, on the date first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

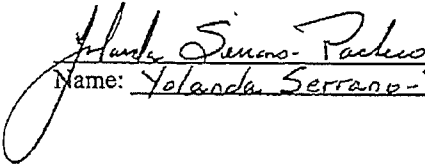
WITNESSES:

LISC LOUISIANA LOAN FUND, LLC,
a Delaware limited liability company


By: Local Initiatives Support Corporation, a
New York not-for-profit corporation
Its: Sole Member


Name: Young-Ji Park


By: _____
Name: Patrick Maher
Title: Vice President and
Deputy General Counsel


Name: Yolanda Serrano-Pacheco

(SEAL)



NOTARY PUBLIC
Printed Name: _____ FE SALINDA
Notary Public, State of New York
No. 01SA6192687
Notary No. _____ Qualified in Queens County 20
My Commission Expires: _____ Commission Expires Sept. 2, 20__

Page 6 of 6
Page 6 of 6

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Those certain lots, tracts or parcels of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Livingston Parish, Louisiana, in that subdivision known as **ACADIAN TRACE** and being designated on the final plat for Acadian Trace made by Ronald K. Ferris, dated April 8, 2008, recorded in Plat Book 59, Page 452, Entry No. 667721, official records of the Clerk and Recorder for Livingston Parish, Louisiana, as **LOTS NUMBER ONE (1)** through **ONE HUNDRED SEVEN (107)**, inclusive, said lots having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on said map.

Livingston Parish Recording Page

Jason B. Harris
Clerk of Court
PO Box 1150
Livingston, LA 70754-1150
(225) 686-2216

Received From :
LISKOW & LEWIS
701 POYDRAS ST
STE 5000
NEW ORLEANS, LA 70139

First VENDOR

RESOURCE FOUNDATION INC

First VENDEE

DR HORTON INC GULF COAST

Index Type : Conveyances

File Number : 940344

Type of Document : Assignment

Book : 1342 Page : 125

Recording Pages : 5

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana.

On (Recorded Date) : 01/16/2019

At (Recorded Time) : 12:00:19PM



Chordleaux
Deputy Clerk

Doc ID - 012873580005

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ASSIGNMENT OF DEVELOPER RIGHTS

BE IT KNOWN, that on the dates set forth below, but effective as of January 15, 2019 (the "Effective Date"), before the undersigned Notaries Public and competent witnesses, personally came and appeared:

THE RESOURCE FOUNDATION, INC., a Tennessee non-profit corporation, whose address is 50 Vantage Way, Suite 107, Nashville, TN 37228, appearing herein through its duly authorized representative ("*Resource Foundation*"); and

D. R. HORTON, INC. – GULF COAST, a Delaware corporation whose address is 4306 Miller Road, Suite A, Rowlett, TX 75088, appearing herein through its duly authorized representative ("*Horton*");

who did declare as follows:

WHEREAS, Resource Foundation has heretofore established restrictive covenants for Acadian Trace Subdivision in Livingston Parish, Louisiana, pursuant to that certain Declaration of Covenants and Restrictions for Acadian Trace and Dedication and Transfer of Common Properties" dated June 11, 2010 and recorded on June 11, 2010 at Book 1074, Page 22, File No. 720645, Livingston Parish, Louisiana, as amended by that certain Amendment to Declaration of Covenants and Restrictions for Acadian Trace dated May 9, 2016 and recorded on May 12, 2016 at Book 1253, Page 581, File No. 868920, Livingston Parish, Louisiana (the "*Restrictions*"); and

WHEREAS, Resource Foundation is currently the "Developer" (as such term is set forth and defined in the Restrictions) under the Restrictions; and

WHEREAS, pursuant to Section 9.6 of the Restrictions, Resource Foundation, as Developer, reserved the right to assign all or part of its rights as Developer; and

WHEREAS, Resource Foundation desires to assign its rights as Developer to Horton as set forth herein.

NOW THEREFORE, Resource Foundation and Horton agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meaning given them in the Restrictions.
2. Resource Foundation hereby assigns, as-is, where-is, with all faults and with no warranty, to Horton all of Resource Foundation's rights as Developer under the Restrictions.
3. Resource Foundation further agrees to take any and all reasonable action requested by Horton in furtherance of this Assignment of Developer's Rights at Horton's cost and expense.
4. Seller represents to the best of its knowledge that, as of the date hereof, Acadian Trace HOA, Inc. owes no debts, other than debts incurred in connection with the maintenance of the Common Properties which will be paid in the ordinary course of business.
5. This Assignment of Developer's Rights shall be governed by and construed in accordance with the laws of the State of Louisiana.



Page 3 of 5
Page 3 of 5

6. This Assignment of Developer's Rights shall be binding upon and inure to the benefit of Resource Foundation and Horton and their respective assigns, successors in interest, predecessors in interest and anyone claiming by, through or under either one of them.

[SIGNATURE PAGES TO FOLLOW]

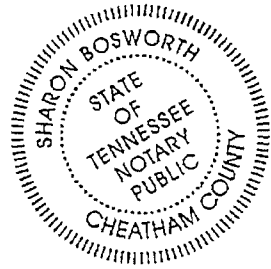
THUS DONE AND SIGNED on the 8th day of January, 2019, but effective as of the Effective Date, by The Resource Foundation, Inc., at Darwinson County, Tennessee, in the presence of the undersigned Notary Public and competent witnesses, who hereunto sign their names with The Resource Foundation, Inc. after due reading of the whole.

WITNESSES:

Barbara A. Holland
Printed name: Barbara A. Holland

Cynthia Latimer
Printed name: Cynthia Latimer

THE RESOURCE FOUNDATION, INC.
By: [Signature]
E.D. Latimer, IV, Chief Executive Officer



Sharon Bosworth
NOTARY PUBLIC
Print Name: Sharon Bosworth
Bar or Notary ID# N/A
My appointment expires: 04/28/2019

THUS DONE AND SIGNED on the 8th day of January, 2019, but effective as of the Effective Date, by D.R. Horton, Inc. – Gulf Coast at Dallas, Texas, in the presence of the undersigned Notary Public and competent witnesses, who hereunto sign their names with D.R. Horton, Inc. – Gulf Coast after due reading of the whole.

WITNESSES:

D.R. HORTON, INC. – GULF COAST

[Signature]
Printed name: Ryan CHRISTENSEN

By: [Signature]
G. Adam Kurz, Assistant Vice President

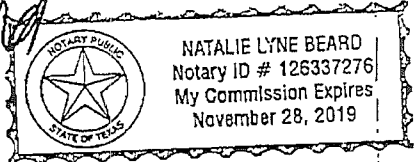
[Signature]
Printed name: Jeff Vallee

Natalie Lynne Beard
NOTARY PUBLIC

Print Name: _____

Bar or Notary ID# _____

My appointment expires: _____



Livingston Parish Recording Page

Jason B. Harris
Clerk of Court
PO Box 1150
Livingston, LA 70754-1150
(225) 686-2216

Received From :
LISKOW & LEWIS
701 POYDRAS ST
STE 5000
NEW ORLEANS, LA 70139

First VENDOR

ACADIAN TRACE SUBDIVISION

First VENDEE

ACADIAN TRACE SUBDIVISION

Index Type : Conveyances

File Number : 942002

Type of Document : Restrictions

Book : 1343

Page : 932

Recording Pages : 36

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana.

On (Recorded Date) : 02/13/2019

At (Recorded Time) : 2:31:02PM



K. Boudreaux
Deputy Clerk

Doc ID - 012895290036

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
ACADIAN TRACE SUBDIVISION
LIVINGSTON PARISH, LOUISIANA**

DECLARANT

D.R. HORTON, INC. – GULF COAST



**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ACADIAN TRACE SUBDIVISION**

STATE OF LOUISIANA *

PARISH OF LIVINGSTON *

BE IT KNOWN, that on the 15th day of January, 2019, before the undersigned Notary Public and competent witnesses, personally came and appeared:

D.R. HORTON, INC. – GULF COAST, a Delaware corporation whose address is 4306 Miller Road, Suite A, Rowlett, TX 75088, represented herein by the undersigned duly authorized representative (hereinafter "DECLARANT" or "APPEARER"),

who declares as follows:

WHEREAS, Acadian Trace Subdivision, located in Livingston Parish, Louisiana, is subject to that certain "Declaration of Covenants and Restrictions for Acadian Trace and Dedication and Transfer of Common Properties" dated and recorded June 11, 2010, at Conveyance Book 1074, Page 22, File No. 720645, Livingston Parish Louisiana, as amended by that certain "Amendment to Declaration of Covenants and Restrictions for Acadian Trace," dated May 9, 2016, recorded May 12, 2016, at Conveyance Book 1253, Page 581, File No. 868920, Livingston Parish, Louisiana (collectively, the "Restrictive Covenants"), burdening certain immovable property located in Livingston Parish, Louisiana described in Exhibit "A" attached hereto, together with the improvements thereon (the "Property");

WHEREAS, Declarant is the "Developer" under the Restrictive Covenants;

WHEREAS, pursuant to Section 9.4 of the Restrictive Covenants, Declarant, as Developer thereunder, reserved the right to amend the Restrictive Covenants in any manner or for any purpose; and

WHEREAS, Declarant, as Developer under the Restrictive Covenants, desires to amend and restate the Restrictive Covenants in its entirety.

NOW, THEREFORE, Declarant hereby amends and restates the Restrictive Covenants in its entirety to read as follows:

**ARTICLE 1
DEFINITIONS**

The terms used in this Declaration will generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms in this Declaration (including the capitalized terms used above) will be defined as set forth in this Article 1. Additional terms may be defined in the body of this Declaration.

1.1. "Act" means the Louisiana Homeowners Association Act, Louisiana Revised Statutes 9:1141.1, *et seq.*, and any successor statutes to the said Louisiana Homeowners Association Act.

1.2. **"Additional Land"** means immovable property which may be, following the recordation of this Declaration and as of the date of any identification of Additional Land, added to the Property and subjected to this Declaration by Declarant, as described in Section 15.5.2, or as otherwise permitted in Section 2.2.

1.3. **"Architectural Reviewer"** means the entity having jurisdiction over a particular application for architectural approval. During the Development Period, the Architectural Reviewer is Declarant, Declarant's designee, or Declarant's delegatee. Thereafter, the Board-appointed Architectural Control Committee is the Architectural Reviewer.

1.4. **"Articles of Incorporation"** or **"Articles"** means the Articles of Incorporation of the Association, as filed with the Secretary of State for the State of Louisiana, as amended from time to time.

1.5. **"Assessment"** means any charge levied against a Lot or Owner by the Association, pursuant to this Declaration, any other Community Documents or law of the State of Louisiana.

1.6. **"Association"** means the ACADIAN TRACE HOA, INC., a Louisiana not-for-profit corporation, its successors and assigns, whose members are the Owners, and who is responsible for maintaining the Common Area and enforcing this Declaration in accordance with the terms and provisions of this Declaration. The Association is an association of Owners of all Lots in the Property serving as a "homeowners association" as that term is defined in Section 1141.2(5) of the Act (Louisiana Revised Statutes 9:1141.2(5)).

1.7. **"Board"** means the Board of Directors of the Association.

1.8. **"Builder"** means any Person, other than Declarant or a Declarant Affiliate, who purchases: (i) one (1) or more Lots for the purpose of constructing Improvements for later sale to consumers, or (ii) parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business. A Builder ceases to be a "Builder" as to a particular Lot if the Builder (or a Person authorized by Builder) occupies improvements constructed on that Lot as a residence; the Builder's status as a "Builder" continues with respect to any other: (a) Lots purchased for the purpose of constructing Improvements for later sale to consumers and which do not have improvements constructed thereon occupied by a Person as a residence, or (b) parcels of land purchased within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business and which do not have improvements constructed thereon which are occupied by a Person as a residence.

1.9. **"Bylaws"** means the Bylaws of the Association, as amended from time to time.

1.10. **"Common Area"** means portions of immovable property (including but not limited to CA-1, CA-2, and CA-3 as designated on the Plat), and any improvements thereon that are owned and/or maintained or hereafter acquired and/or maintained by the Association, and as the term is defined in Section 1141.2(2) of the Act.

1.11. **"Community Documents"** means, singly or collectively as the case may be, this Declaration, the subdivision Plat, the Bylaws of the Association, the Association's Articles of Incorporation, and any rules of the Association, as any of these may be amended from time to time, and as the term is defined in Section 1141.2(3) of the Act.

1.12. **"Declarant"** means D.R. HORTON, INC. – GULF COAST which is developing the Property, or the successors and assigns of D.R. HORTON, INC. – GULF COAST, which are designated a Successor Declarant by D.R. HORTON, INC. – GULF COAST, or by any such successor and assign, in a recorded document, executed by both Declarant and Successor Declarant in the case of a voluntary assignment. In executing this instrument, Declarant is the appearer.

1.13. **"Declarant Affiliate"** means a Person (other than Declarant) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control, with Declarant. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Declarant, whether through the ownership of voting securities, by contract or otherwise.

1.14. **"Declaration"** means this document, as it may be amended from time to time, and also has the meaning of "declaration" as defined in Section 1141.2(4) of the Act. This Declaration comes within the meaning of "Building Restrictions" as provided by Louisiana Civil Code Article 775, *et seq.*

1.15. **"Development Period"** means that period of time during which Declarant has certain rights pursuant to this Agreement, such as rights relating to governance, architectural control, development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own land described in Exhibit A or any Additional Land. The duration of the Development Period will be from the date this Declaration is recorded until the later of (1) 20 years after this Declaration is recorded, or (2) 60 days after title to one hundred percent (100%) of the Lots that may be created in the Property (including without limitation any and all Additional Land) have been improved with dwellings and conveyed to Owners other than Declarant, a Declarant Affiliate, or Builders. Notwithstanding the foregoing, Declarant may voluntarily terminate the Development Period with a written notice executed by Declarant and recorded in the conveyance records of the Parish.

1.16. **"Governmental Authority"** means any, each and all of the following: (a) the United States of America, (b) the State of Louisiana, (c) any other State of the United States of America, (d) any political subdivision of any of the foregoing, (e) any agency, department, commission, board or bureau of any of the foregoing, and (f) any parish, municipality, tribunal, instrumentality or court having jurisdiction over Acadian Trace Subdivision or any of the uses that may be made of Lots or other portions of Acadian Trace Subdivision.

1.17. **"Lot"** means a portion of the Property intended for independent ownership and residential use, as defined in Section 1141.2(6) of the Act. As a defined term, "Lot" does not refer to Common Areas, even if platted and numbered as a lot. Where the context indicates or requires, "Lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot.

1.18. **"Member"** means a Person entitled to membership in an Association, as provided in Section 7.2, with voting rights as set forth in Section 7.3. A Member will also mean an Owner. If multiple Persons own a Lot, the Owners of that Lot will, collectively, constitute one (1) Member as Owner of that Lot.

1.19. **"Owner"** means a holder of recorded fee simple title to a Lot. Every Owner is a Member.

1.20. **"Parish"** means the parish in which the Property is located.

1.21. **"Person"** means any natural person, corporation, limited liability company, partnership, trustee, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority, government or any agency or political subdivision of a Governmental Authority, or any other form of entity.

1.22. **"Plat"** means all subdivision plats, singly and collectively, recorded in the conveyance records of the above-named Parish, pertaining to the Property, including all dedications, limitations, restrictions, servitudes, notes, and reservations shown on the plat, as it may be amended from time to time.

1.23. **"Property"** and **"ACADIAN TRACE SUBDIVISION"** both mean and include the land described in Exhibit A of this Declaration together with all Additional Land, and includes every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, all of which are subject to this Declaration. The Common Area, together with all improvements, servitudes, easements, rights, and appurtenances to the said Common Area also has the meaning of "association property" as defined in Section 1141.2(1) of the Act. The Property (i.e., **ACADIAN TRACE SUBDIVISION**) is a "residential planned community" within the meaning of Section 1141.2(7) of the Act. Whenever a situation arises where it is necessary or otherwise relevant to identify the Property, the Property at the time of such identification will include: (a) the land described on Exhibit A of this Declaration; (b) all Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2; and (c) every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common

Area, as of the time of such determination. All references to Property in this Declaration will always be interpreted as including the Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2.

1.24. **"Unilaterally"** means that the Declarant may take the authorized action without the consent, approval, vote, or joinder of any other person, such as Owners, mortgagees, and the Association.

ARTICLE 2 THE PROPERTY

2.1. **GENERAL PROVISIONS.** The terms of this Declaration constitute building restrictions, covenants and real rights running with the Property, which will run with title to the Property and will be binding on the Property and on all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and all parties claiming under them. The Property will be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to this Declaration, even if the Declaration is not specifically referred to in the instrument of sale, transfer, lease or encumbrance.

2.2. **ADDITIONAL PROPERTY.** Additional immovable property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of Owners representing at least two-thirds of the Lots in the Property, or, during the Development Period, by Declarant as permitted in Article 15. Annexation of additional property is accomplished by recording a supplemental declaration, or amendment of annexation, including an amendment of Exhibit A, in the conveyance records of the Parish.

2.3. **ADJACENT LAND USE.** The Association and Declarant make no representation of any kind as to the current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what the Plat shows as potential uses of adjoining land.

ARTICLE 3 PROPERTY SERVITUDES AND RIGHTS

3.1. **DECLARANT RIGHTS.** A number of provisions in the Declaration are modified by Declarant's rights and reservations under the Declaration during the Development Period. These rights and reservations are found in Article 15 of this Declaration, which controls over anything to the contrary elsewhere in this Declaration.

3.2. **OWNER'S RIGHT TO BUILD.** That a Lot remains vacant and unimproved for a period of years, even decades, does not diminish the right of the Owner to construct improvements on the Lot, nor does a vacant Lot enlarge the rights of Owners of neighboring Lots, who may have become so accustomed to the open space that they expect it to remain unimproved forever.

3.3. **ASSOCIATION'S ACCESS SERVITUDE.** Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association a servitude of access and entry over, across, under, and through the Property, including without limitation all Common Areas and the Owner's Lot and all improvements thereon - for the below-described purposes.

3.3.1. **Purposes.** Subject to the limitations stated below, the Association may exercise this servitude of access and entry for the following express purposes:

- a. To inspect the property for compliance with maintenance and architectural standards.
- b. To perform maintenance that is permitted or required of the Association by the Community Documents or by applicable law.

- c. To perform maintenance that is permitted or required of the Owner by the Community Documents or by applicable law, if the Owner fails or refuses to perform such maintenance.
- d. To enforce architectural standards.
- e. To enforce use restrictions.
- f. The exercise of self-help remedies permitted by the Community Documents or by applicable law.
- g. To enforce any other provision of the Community Documents.
- h. To respond to emergencies.
- i. To grant servitudes to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.
- j. To perform any and all functions or duties of the Association as permitted or required by the Community Documents or by applicable law.

3.3.2. Limitations. If the exercise of this servitude requires entry onto an Owner's Lot, including into an Owner's fenced yard, the entry will be during reasonable hours and after notice to the Owner. This Subsection does not apply to situations that - at time of entry - are deemed to be emergencies that may result in imminent damage to or loss of life or property. In exercising this servitude on an Owner's Lot, the Association is not liable to the Owner for trespass.

3.4. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed to improve safety in or on the Property. Each Owner and resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Owner and resident acknowledges and accepts his sole responsibility to provide security for his own person and property and assumes all risks for loss or damage to the same. Each Owner and resident acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE 4 COMMON AREA

4.1. OWNERSHIP. The designation of immovable property as a Common Area is determined by the Plat and this Declaration, and not by the ownership of the property. At its expense, Declarant may install, construct, or authorize certain improvements on Common Areas in connection with the initial development of the Property. Thereafter, all costs attributable to Common Areas, such as maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the Association, regardless of the nature of title to the Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific Common Area.

4.2. ACCEPTANCE. By accepting an interest in or title to a Lot, each Owner is deemed (1) to accept the Common Area of the Property, and any improvement thereon, in its then-existing "AS IS" condition; (2) to acknowledge the authority of the Association, acting through its Board, for all decisions pertaining to the Common Area; (3) to acknowledge that transfer of a Common Area's title to the Association by or through the Declarant is a ministerial task that does not require acceptance by the Association; and (4) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the Association's Board or management.

4.3. COMPONENTS. The Common Area of the Property consists of the following components on or adjacent to the Property, even if located on a Lot or a public right-of-way:

- a. all of the Property, save and except the Lots;
- b. any area shown on the Plat as a Common Area or an area to be maintained by the Association;
- c. the entry feature, screening feature, and sign monument - if any;
- d. any modification, replacement, or addition to any of the above-described areas and improvements; and
- e. movable property owned by the Association, such as books and records, office equipment, and supplies.

4.4. LIMITED COMMON AREA. If it is in the best interest of the Association, a portion of the Common Area may be licensed, leased, or allocated to one or more Lots for their sole and exclusive use, as a limited Common Area ("**Limited Common Area**"), whether or not the area is so designated on the Plat. Inherent in the limiting of a Common Area, maintenance of the Limited Common Area becomes the responsibility of the Owner, rather than the Association. For example, a Common Area that is difficult to access and maintain except via the adjoining Lot might be a candidate for Limited Common Area.

ARTICLE 5 **ARCHITECTURAL COVENANTS**

5.1. PURPOSE. Because the Lots are part of a single, unified community, this Declaration creates rights to regulate the design, use, and appearance of the Lots and Common Areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a Lot. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

5.2. ARCHITECTURAL CONTROL DURING THE DEVELOPMENT PERIOD. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of new improvements on vacant Lots. During the Development Period, the Architectural Reviewer for new improvements on vacant Lots is the Declarant or its delegates.

5.2.1. Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to sell homes constructed within the Property. Accordingly, each Owner agrees that, during the Development Period, no improvements will be started or progressed on Owner's Lot without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

5.2.2. Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to (a) a modifications or architectural committee appointed by Declarant or by the Board, (b) a modifications or architectural committee elected by the Members, or (c) a committee comprised of architects, engineers, or other persons who may or may not be Members. Any such delegation must be in writing and must specify the scope of delegated responsibilities. At all times during the Development period, Declarant may Unilaterally do any of the following, one or more times, to-wit: (i) revoke such delegation at any time and

reassume jurisdiction over the matters previously delegated, and (ii) veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason.

5.3. ARCHITECTURAL CONTROL BY ASSOCIATION. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Architectural Control Committee (the "ACC"), or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through the ACC, will assume jurisdiction over architectural control; during the Development Period, any such assumption of jurisdiction by the Association will be subject to Declarant's rights as provided in the last sentence of Section 5.2.2.

5.3.1. The ACC is an agency, department or division of the Association, and has the right (after expiration of the Development Period, or earlier if delegated in writing by Declarant) to exercise control over all construction within the Property and review all modifications to structures and Improvements, including but not limited to painting, renovations, and landscaping. Notwithstanding any inference to the contrary, during the Development Period the ACC will be appointed by Declarant unless Declarant expressly waives in writing its right to appoint the ACC; any such waiver may be thereafter revoked by Declarant and in the event of any such revocation, Declarant may dismiss the members of the ACC at that time and appoint other members of the ACC. The ACC will consist of three (3) members. Should such Board wish to declare that there be an increase in the number of members serving on the ACC, it may do so at a regularly called meeting of the Board, except that during the Development Period Control Period, no change in the members of the ACC may be made by the Board without the approval of Declarant. The members of the ACC need not be Members or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, will be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the ACC may, with the prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant. The ACC may also establish a Modifications Committee, with the approval of the Board, to review and approve any proposed modifications of Property.

5.3.2. The professionals and staff assisting the ACC may be paid reasonable compensation for service on the ACC, as determined from time to time by the Board. All members of the ACC will be reimbursed by the Association for their respective expenses incurred in furtherance of the authorized activities of the ACC, subject to review and approval by the Board. All members of the ACC may be paid compensation for their time and efforts in serving on the ACC if such compensation is approved and authorized by the Board.

5.3.3. The Association will be responsible for all reasonable costs of operation of the ACC. Each Owner submitting plans for the construction or modification of Improvements on any Lot will submit with such plans a payment of Three Hundred Dollars (\$300) as a nonrefundable "Review Fee", and that payment will be made to the Association. The standard Review Fee will be used by the Association to defray the costs and expenses incurred by the ACC and the fees and compensation paid, if any, to staff, other professionals and members of the ACC. From time to time, the Board, in its sole discretion, may increase or decrease the amount of the standard Review Fee, but in no event will the standard Review Fee charged in any one (1) calendar year exceed 110% of the standard Review Fee charged during the preceding calendar year; further, the Board in any one situation may waive or reduce the standard Review Fee. Should the ACC reject, and/or require modifications or changes, to any plans and/or specifications due to deviations in said plans or specifications from the Community Documents, then and in that event the Owner who submitted said plans and specifications will pay another review fee of Three Hundred Dollars (\$300) (or such amount as the said Review Fee may have been increased to by the Board). When an Owner resubmits revised plans and specifications, the Board or the ACC will have the discretion to waive any such additional review fees if, in its sole discretion, it determines that the deviations from the Community Documents were not significant. During the Development Period and prior to any delegation by Declarant to the ACC of rights reserved to Declarant under Section 5.2 of this Declaration, Declarant may, in its discretion, require an Owner to pay the same Review Fee which the ACC will have a right to collect if and when the ACC is delegated the right to approve plans for the construction or modification of improvements on Lots.

5.3.4. The ACC may employ personnel or contract with individuals or companies as necessary to assist in the review process, as authorized pursuant to the budget for the ACC, as established by the Board. All such personnel, individuals and/or companies employed or contracted with by the ACC will be considered as employees and/or independent contractors of the Association.

5.3.5. The ACC is authorized to adopt rules and procedures and to adopt, from time to time, amendments to said rules and procedures for the conduct of its business, consistent with the provisions of this Declaration. Any Owner will be provided with a copy of such rules and procedures within fifteen (15) days of submission of a written request to the Board.

5.4. LIMITS ON LIABILITY. The Architectural Reviewer has sole discretion with respect to taste, design, and all standards specified by this Article. The Architectural Reviewer and each of its members has no liability for decisions made in good faith by the Architectural Reviewer and which are not arbitrary or capricious. The Architectural Reviewer is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer, (2) supervising construction for the Owner's compliance with approved plans and specifications, or (3) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

5.5. PROHIBITION OF CONSTRUCTION, ALTERATION AND IMPROVEMENT. Without the Architectural Reviewer's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) on the Property, if the proposed dwelling or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction, will be visible from a street, another Lot, or the Common Area. Any construction, addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) must be in accordance with the construction specifications described in Exhibit B. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

5.6. ARCHITECTURAL APPROVAL. To request architectural approval, an Owner must make written application to the Architectural Reviewer and submit 2 identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. In support of the application, the Owner may but is not required to submit letters of support or non-opposition from Owners of Lots that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Reviewer will return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "More Information Required." The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Architectural Reviewer's files. Oral approval by an Architectural Reviewer, the Declarant, an Association director or officer, a member of the ACC, or the Association's managing agent does not constitute architectural approval by the appropriate Architectural Reviewer, which must be in writing.

5.6.1. Deemed Approval. The applicant may presume that his request has been approved by the Architectural Reviewer (a) if the applicant has not received the Architectural Reviewer's written response - approving, denying, or requesting additional information - within 60 days after delivering his complete application to the Architectural Reviewer, and (b) if the proposed improvement or modification strictly conforms to requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application. If those conditions are satisfied, the Owner may proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner. In exercising deemed approval, the burden is on the Owner to document the Architectural Reviewer's actual receipt of the Owner's complete application. Under no circumstance may approval of the Architectural Reviewer be deemed, implied, or presumed for an improvement or modification that would require a variance from the requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application.

5.6.2. Building Permit. If the application is for work that requires a building permit from a governmental body, the Architectural Reviewer's approval is conditioned on the issuance of the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the requirements of the governmental body. Alternatively, governmental approval does not ensure Architectural Reviewer approval.

5.6.3. Declarant Approved. Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made or approved by Declarant during the Development Period is deemed to have been approved by the Architectural Reviewer.

ARTICLE 6 USE RESTRICTIONS

6.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The Declarant, during the Development Period, or the Board, thereafter, may grant a variance or waiver of a restriction or rule on a case-by-case basis when unique circumstances dictate and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not effect a waiver or estoppel of the right to deny a variance in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance.

6.2. LIMITS TO RIGHTS. No right granted to an Owner by this Article or by any provision of the Community Documents is absolute. The Community Documents grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for the neighborhood. This Article and the Community Documents as a whole do not try to anticipate and address every creative interpretation of the restrictions. The rights granted by this Article and the Community Documents are at all times subject to the Board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the neighborhood, and thus constitutes a violation of the Community Documents. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

6.3. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions of the adopted rules, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property.

6.4. ANIMAL RESTRICTIONS. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for any commercial purpose or for food. The only animals permitted on the Property are customary domesticated household pets, which may be kept subject to rules adopted by the Board. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Lots.

6.5. ANNOYANCE. No Lot or Common Area may be used in any way that: (a) may reasonably be considered annoying to neighbors; (b) may be calculated to reduce the desirability of the Property as a residential neighborhood; (c) may endanger the health or safety of residents of other Lots; (d) may result in the cancellation of insurance on the Property; or (e) violates any law. The Board has the sole authority to determine what constitutes an annoyance.

6.6. APPEARANCE. Both the Lot and the dwelling must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring Lots. The Architectural Reviewer is the arbitrator of acceptable appearance standards.

6.7. ARTIFICIAL VEGETATION. Artificial grass, plants or other artificial vegetation must not be placed or maintained upon the exterior portion of any Lot unless approved by the Board.

6.8. BUSINESS USE. A resident may use a dwelling for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (a) the uses are incidental to the primary use of the dwelling as a residence; (b) the uses conform to applicable governmental ordinances; (c) the uses

do not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (d) the uses do not interfere with the residential use and enjoyment of neighboring Lots by other residents.

6.9. DECLARANT RIGHTS. Declarant has reserved a number of rights to use the Property in ways that are not available to other Owners and residents, as provided in Article 15 of this Declaration. Declarant's exercise of any right granted to it during the Development Period that appears to violate a rule adopted by the Association or a use restriction included in this Article 6 does not constitute waiver or abandonment of the rule or use restriction by the Association as applied to Owners other than Declarant.

6.10. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

6.11. FENCES. All fences must be maintained and kept in good repair so as not to detract from the appearance of the development. The height of fences shall not exceed six (6') feet. Fences must be made of masonry, wood, or other Architectural Reviewer-approved material. Any portion of a fence that faces a street, alley, or Common Area must have a "finished side" appearance. Retaining walls must be constructed entirely with Architectural Reviewer-approved materials, however railroad ties may not be used for a retaining wall visible from a street. Fences may not be constructed nearer than fifteen (15') feet from the front edge of a dwelling's foundation, and in no event may fences be constructed between the front of a dwelling and the street. Fences may not be constructed on any Common Areas. The use of barbed wire and chain link fencing is prohibited. The use or application of a stain that cures in a solid color or paint is prohibited. Wood fences may be left in their natural state. No wood fence may be stained to alter the fence color from a natural wood color. Without prior approval of the Architectural Reviewer, clear sealants may be applied. Fences on lots which are adjacent to any lakes, ponds, park areas, recreational fields, pathways or Common Area ("Common Area Restricted Fence Lots") shall be constructed in such a manner as to reasonably preserve the view of such lakes, ponds, park areas, recreational fields, pathways or Common Area to all other Owners, and as such, these fences must be a minimum of 50% open (non-privacy). The height of fences along the rear property line of Common Area Restricted Fence Lots shall not exceed four (4') feet and the height of the first twenty (20') feet of side fencing from the rear property line shall not exceed four (4') feet, and, after the first twenty (20') feet of side fencing, the side fencing may transition to a height not to exceed six (6') feet on an angle not to exceed 45 degrees (side fences may contain privacy fencing). Fencing shall not be built over or through any servitude or easement on any Lot. Fencing that meets all of the requirements of this Section need not be submitted for approval of the Architectural Reviewer prior to installation. This Section is subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences. For purposes of illustration only, examples of fencing that would be considered to be constructed in accordance with this Section 6.11 are depicted on Exhibit C hereto.

6.12. GARAGES. Garage doors must be kept closed, except when vehicles are entering or leaving the Garage. No Garage built specifically for a recreational vehicle, camper, motor home or similar vehicle will be permitted. Such vehicles may be kept on the Lot by an owner only if such a vehicle remains in the permitted garage. Parking of any vehicle on any Lot other than in the Garage, Carport or Driveway is prohibited.

6.13. MOVABLE STRUCTURES AND OUTBUILDINGS. No structure of any type, dwelling or otherwise, may be moved onto any Lot in the development except as expressly approved by the Board.

6.14. NOISE AND ODOR. A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring Lots. The rules may prohibit the use of noise-producing security devices.

6.15. OCCUPANCY. Other than the completed principal dwelling, no thing or structure on a Lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, and storage sheds.

6.16. RESIDENTIAL USE. The use of a Lot (other than a Lot designated on a Plat for use as a park, or other Common Area) is limited exclusively to residential purposes or any other use expressly permitted by this Declaration, including limited business uses described above.

6.17. SCREENING. An Owner may be required to screen anything determined by the Architectural Reviewer to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section 6.18, "**screened from view**" refers to the view of a person in a passenger vehicle driving on a street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining Lot.

6.18. TANKS. No tanks of any kind (including tanks for storage of fuel) may be erected, placed or maintained on any Lot unless such tanks are buried underground. Propane or similar fuel tanks with capacities of ten (10) gallons or less are allowed.

6.19. TELEVISION/SATELLITE DISHES. Each resident of the Subdivision will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Subdivision. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another Lot are prohibited within the Property, with the exception of an Antenna (as defined below) which are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard within the rear-half of the side of a home, or (c) attached to or mounted on the rear of the home. As used in this Section 6.20, the term "**Antenna**" means one of the following: (i) reception-only antennas or satellite dishes designed to receive television broadcast signals, (ii) antennas or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS), or (iii) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS). If an Owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the Antenna in the least conspicuous location on the Lot where an acceptable quality signal can be obtained, but in any event the Antenna must not be located where it is visible from a street contiguous with the Lot on which the Antenna is to be installed. Antennas that meet all of the requirements of this Section need not be submitted for approval of the Architectural Reviewer prior to installation. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

6.20. VEHICLES.

6.20.1. Except as expressly approved by the Declarant during the Development Period, and by the Board thereafter, the following must not be kept or stored within the Property unless stored inside of a closed garage or completely hidden behind a fence constructed in accordance with this Declaration: (a) junk or abandoned vehicles, (b) commercial vehicles other than company owned automobiles, (c) trailers, (d) tractor-trailers, (e) campers, (f) motor homes and recreational vehicles, (g) boats, and (h) boat trailers.

6.20.2. Minibikes, go-carts, all-terrain vehicles, golf carts and other similar vehicles must not be operated on any Lot, the Common Area, or any other location within the Property.

6.21. YARD ORNAMENTS.

6.21.1. Artificial flamingos, deer, spinners, gazing balls, pirogues and such tableau of any type are prohibited on all Lots with the exception of the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling), on which a dwelling is constructed, but only if a fence or other screening makes such items not visible from any street on the Property or any other portion of the Property, other than the rear yard of the Lot where the item is exhibited.

6.21.2. The items allowed to be placed on Lots under Section 6.21.1, and any subsequent rules adopted by the Board or the Association, must be durable in nature and must comply with the following requirements:

- a. No more than three (3) yard decorations or tableaux of any type may be placed in areas that are visible from a street on the Property or any other portion of the Property other than the Lot on which the decoration or other tableau is exhibited.
- b. The yard decorations must be architecturally proportionate to the size of the dwelling constructed on the Lot.
- c. The yard decorations must be of a durable nature and may not be made of plastic.

6.21.3. Notwithstanding any inference to the contrary in this Section 6.21, traditional and typical seasonal decorations are permitted within season (30 days prior to a recognized holiday or event and 15 days following).

6.22. WINDOW COVERINGS AND WINDOW TREATMENTS.

6.22.1. The only window coverings or treatments which may be affixed to the interior of any window visible from a street on the Property or other portion of the Property are drapes, blinds, shades, shutters, and curtains. The side of any window coverings or treatments which are visible from the exterior of any improvements (including without limitation dwellings and garages) constructed on the Property must be white or off-white in color, except that any window coverings or treatments, or portion thereof, consisting of wooden blinds or shutters may be a natural wood color. Notwithstanding the foregoing, Declarant during the Development Period, and thereafter the Board, may, from time to time, approve additional colors as acceptable for the portions of the window coverings or treatments visible from streets on the Property or other portion of the Property.

6.22.2. No window tinting or reflective coating may be affixed to any window that is visible from any street on the Property or other portion of the Property without the prior approval of Declarant during the Development Period and thereafter from the Board.

6.22.3. No mirrored coatings are allowed any window that is visible from any street on the Property or other portion of the Property.

6.23. FLAGS. No flags may be flown or exhibited outside of a residence on the Property unless approved by the Architectural Reviewer.

6.24. SWIMMING POOLS; TENNIS COURTS.

6.24.1. Swimming pools must not be constructed on any Lot without prior written approval from Declarant, during the Development Period, and thereafter from the Board. Notwithstanding any inference to the contrary in the preceding sentence, permission will not be given for the construction of a swimming pool on a Lot unless the swimming pool is screened from view and is not visible from any street on the Property or any other portion of the Property other than the rear yard of the Lot on which the swimming pool is constructed. At all times, all swimming pool related equipment must be screened from view and must not be visible from any street on the Property or any other portion of the Property other than the rear yard of the Lot on which the swimming pool is located. Pools must be constructed and designed so that they will not drain onto adjacent property (including the Common Area) or onto a street on the Property; where a Lot owner has been given permission to construct a swimming pool on a Lot, the Owner of the Lot must take all steps to prevent the swimming pool from draining onto adjacent property (including the Common Area) or onto a street on the Property. Notwithstanding the above, installation of above ground pools is prohibited.

6.24.2. Tennis courts must not be constructed on any Lot.

6.25. SIGNS. No Signs of any kind or description shall be displayed on any Lot other than real estate "For Sale" signs. No signs (such as garage sale, lost pet, announcements, etc.) or any reflector of any type shall be placed in any street right of way or attached to any subdivision street sign poles or light poles. An "open house" sign indicating that the Owner of the Lot is hosting such an event may be posted on that Lot for a period not to exceed three (3) continuous days. To the extent permitted by applicable law, signs containing political content or endorsements of candidates are prohibited in Acadian Trace Subdivision. Declarant may post "model home" or similar signs on any Lot containing a model home open to the public. Notwithstanding any language to the contrary in this Declaration, during the Development Period Declarant is permitted to post and display advertising signs and any other signs desired by Declarant which relate to the development of Acadian Trace Subdivision, including "for sale" signs on Lots for sale (with or without a dwelling constructed on same), within Acadian Trace Subdivision.

6.26. FURNITURE FOR FRONT PORCH, BALCONY AND YARD. Furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) on which a dwelling is constructed: (a) must be durable, and (b) must not be made of plastic. All collapsible furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) must be placed in storage and outside of the view of Person(s) on any street in the Property.

6.27. CLOTHESLINE VIOLATION. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rug or other items be hung from any railing, fence, hedge or wall.

6.28. GARDENS. A non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street or any neighboring Lot. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

6.29. BOAT USAGE. No motorized boats shall be used on the Waterways. Only self-propelled boats (e.g., using oars or paddles) will be permitted. The Board is entitled to limit the type of boats used on Waterways for the safety of other residents and guests in the Acadian Trace Subdivision. No boats or other floating devices, whether or not otherwise permitted to be used on the Waterways, shall be allowed to rest on the bank when not in use (i.e., boats shall to be allowed to "park" on Waterways or on the banks thereof).

6.30. LAKE USAGE. Lakes and ponds within the community are common areas accessible via appropriate servitudes and are to be used solely by Lot Owners and dwelling residents. No person is permitted to fish within any Waterway unless accompanied by a Lot Owner. Fishing may be restricted on certain Waterways at certain times at the sole discretion of the Board. The edges of Waterways shall be kept clean from debris and weeds.

6.31. LEASH VIOLATION. All domestic animals shall be leashed, or detained by fences or invisible fences.

6.32. OFF-ROAD VEHICLE USAGE. Streets shall not be used for any, motorbikes, motorcycles, or motorized recreational vehicles of any type, except for street legal and state-licensed motorcycles for purposes of ingress and egress only. Walking paths shall be used for walking, jogging and bicycling only.

6.33. GARBAGE CONTAINERS. Household trash containers may not be placed in front of any Lot before 3:00 P.M. on the day before trash pick-up and all trash containers shall be removed from the front of the Lot by 6:00 P.M. on trash pick-up day.

6.34. MAILBOX/PLAQUE. No mailboxes or mailbox numbering or lettering, may be erected or maintained on a Lot -except mailboxes approved by Declarant. The cost of providing, erecting and maintaining a mailbox, the numbering and lettering, shall be paid by the Property Owner. Declarant reserves the right to designate the location of all mailboxes. House numbering schemes, on, upon or within a Dwelling Unit shall be mandated by the Association.

6.35. BULKHEADS, DECKS OR PIERS. No bulkheads or other structures shall be allowed within the Property unless approved by the Architectural Reviewer.

6.36. A/C AND HEATING. Air conditioning equipment may not be installed in the front yard of a dwelling. Window units are prohibited. The Architectural Reviewer may require that air-conditioning equipment and apparatus be visually screened from the street and neighboring Lots.

6.37. PARKING VEHICLES. Parking on the paved portion of any roadway not identified as parking areas within the Subdivision shall be permitted for temporary purposes, but in no event shall such parking be overnight or for anything longer than one day. Boats, vehicles, campers, trailers of any kind, or parts or appurtenances of any boats, vehicles, campers or trailers shall not be kept or stored on any lot nearer to the street than the minimum setback lines as set forth in this Declaration, and must be completely screened from view behind a fence. No equipment shall be kept or maintained on any Lot in any manner which would detract from the appearance of the Property. No house trailers, mobile homes, buses, commercial vehicles or trucks shall be kept, stored, repaired or maintained on any Lot or servitude or right-of-way in any manner which would detract from the appearance of the Property.

6.38. SPORTS/PLAY EQUIPMENT. The installation of moderately scaled play equipment, play yards or basketball goals are allowed within the residential Lots on the rear of the lot only. The location of these features should be carefully considered as to their impact on neighboring views and accessibility, and shall not be visible from any street view. The addition of fenced areas may be required as part of play yards. Unkept or unsightly play areas will not be tolerated. Final placement of these items must be approved by the Architectural Reviewer prior to installation.

6.39. SOLAR PANELS AND SKYLIGHTS. Skylights shall not be located on the front elevation of any building. Only flat skylights are allowed. No bubble skylights will be permitted. Solar collectors or panels may be placed on the rear elevations of homes only, subject to the approval of the Committee; provided however, that solar collectors or panels may not be placed on homes whose rear elevation faces any lake or Common Area.

6.40. SIDEWALK UPKEEP. Each Owner is responsible for maintaining that portion of the sidewalk on his or her Lot in compliance with any requirements and standards set forth by the Design Review Board and the Guiding Principles.

6.41. DEBRIS. No Lot or other part of the Property may be used as a dumping ground. Waste materials incident to construction or repair of improvements on a Lot may be stored temporarily on the Lot during construction while work progresses and must be removed when construction or repair is complete.

6.42. STORAGE SHEDS. Without limiting the rights of the Architectural Reviewer and/or Board under this Declaration to approve of the construction and/or placement of any storage shed or similar structure on any Lot, shed building materials must be consistent with the color and materials used on the home. For purposes of illustration only, examples of sheds that would NOT be considered to be constructed in accordance with this Section are depicted on Exhibit D hereto. Any storage sheds or similar structures on any Common Area Restricted Fence Lots shall be constructed in such a manner as to reasonably preserve the view of any lakes, ponds, park areas, recreational fields, pathways or Common Area on such Common Area Restricted Fence Lots to all other Owners, and as such, the location of any storage shed or similar structure on Common Area Restricted Fence Lots shall be restricted to the area of any such Common Area Restricted Fence Lot that is located after the first twenty-five (25') feet of side fencing on such Lot (i.e., behind the area of side fencing on such Common Area Restricted Fence Lot that may be six (6') feet in height pursuant to Section 6.11).

ARTICLE 7 ASSOCIATION OPERATIONS

7.1. THE ASSOCIATION. The existence and legitimacy of the Association is derived from this Declaration, and the Articles and Bylaws of the Association. The Association must be a nonprofit organization and is incorporated, but may later dissolve and operate as an unincorporated association, as

the Association decides from time to time. The subsequent failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association. The duties and powers of the Association are those set forth in the Community Documents, together with the general and implied powers of a Homeowners association. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Community Documents. The Association, as a legal corporate entity, will officially come into existence (or came into existence) when the Articles of the Association are (or were) filed with the Louisiana Secretary of State; but the Association (whether or not the Articles have been filed at the time of filing this Declaration) comes into existence when this Declaration is publicly recorded in the Parish conveyance records and will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

7.2. **MEMBERSHIP.** Every Owner of a Lot will be a Member of the Association. There will be only one (1) membership per Lot. Membership will be appurtenant to and may not be separate nor apart from ownership of any Lot.

A. **Co-Owners.** If a Lot is owned by more than one (1) Person, all co-Owners will share the rights of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Article 7 and in the Bylaws, and all such co-Owners will be solidarily obligated to perform the responsibilities of Owners.

B. **Nature of Owner.** The membership rights of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership, other legal entity or some form of Governmental Authority may be exercised by any officer, director, partner, or trustee, or by any other duly authorized Individual designated from time to time by the Owner in a written instrument provided to the Secretary of its Association.

7.3. **VOTING RIGHTS.** The Association shall only have one class of membership. Owners shall be entitled to one vote for each Lot in which they hold the interest required to be an Owner. When more than one person is the Owner of a Lot all such persons shall be members of the Association and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. An Owner, including the Declarant, owning more than one Lot shall be entitled to one vote for each Lot owned.

7.4. **BOARD.** The Association is governed by the Board. Unless the Association's Bylaws or Articles of Incorporation provide otherwise, the Board will consist of at least 3 persons elected by the Members at the annual meeting of the Association, or at a special meeting called for that purpose. Unless the Community Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Community Documents to the "Association" will be construed to mean "the Association acting through its Board".

7.5. **MEMBERSHIP.** Each Owner is a Member of the Association, ownership of a Lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Lot. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Lot is owned by more than one person or entity, each co-Owner is a Member of the Association and may exercise the membership rights appurtenant to the Lot. A Member who sells its Lot under a bond for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the Board. However, the contract seller remains liable for all Assessments attributable to his Lot until fee title to the Lot is transferred.

7.6. **DECISION-MAKING.** Any decision or act of the Association may be made by or at the direction of the Board, unless the Community Documents reserve the decision or act to the Members, the Declarant, or any other person or group. Unless the Community Documents or applicable law provide otherwise, any action requiring approval of the Members may be approved (a) at a meeting by Owners of at least a majority of the Lots that are represented at the meeting, provided notice of the meeting was given

to an Owner of each Lot, or (b) in writing by Owners of at least a majority of all Lots, provided the opportunity to approve or disapprove was given to an Owner of each Lot.

7.7. MANAGING AGENT. The Board may delegate the performance of certain functions to one or more managing agents of the Association. Notwithstanding a delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

7.8. VOTING. One indivisible vote is appurtenant to each Lot. The total number of votes equals the total number of Lots in the Property. If additional property is made subject to this Declaration, the total number of votes will be increased automatically by the number of additional Lots. Each vote is uniform and equal to the vote appurtenant to every other Lot, except during the Development Period as permitted in Article 15. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the Association's Bylaws.

7.9. INDEMNIFICATION. Indemnified expenses include, without limitation, reasonable attorney's fees, whether or not a lawsuit is filed, and costs at all court levels, including expenses incurred by a person in establishing the right to be indemnified, defended, and held harmless pursuant to this Declaration. The Association may maintain general liability and directors and officers liability insurance to fund this obligation.

7.9.1. Association Leaders. The Association will indemnify every present and former officer, director, committee chair, and committee member (for purposes of this Section, "Leaders") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

7.9.2. Indemnity for Common Area Operations. The Association must indemnify, defend, and hold harmless Declarant against any loss, claim, demand, damage, cost, and expense relating to or arising out of the management and operation of the Association, including without limitation, the collection of Assessments, the enforcement of the Community Documents, and the operation and maintenance of the Property's Common Areas.

ARTICLE 8

COVENANT FOR ASSESSMENTS

8.1. PURPOSE OF ASSESSMENTS. The Association will use Assessments for the purposes of preserving and enhancing the Property, and for the common benefit of Owners and residents, including but not limited to maintenance of immovable and movable property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

8.2. PERSONAL OBLIGATION. An Owner is obligated to pay Assessments levied by the Board against the Owner or his Lot. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

8.3. TYPES OF ASSESSMENTS. There are 3 types of Assessments: Regular, Special, and Individual.

8.3.1. Regular Assessments. Regular Assessments are based on the annual budget. Each Lot is liable for its equal share of the annual budget. If the Board fails to determine new Regular Assessments for any year, Owners will continue to pay the Regular Assessment as last determined. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular Assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. maintenance, repair, and replacement, of the Common Area;
- b. utilities and services billed to the Association;
- c. taxes on property owned by the Association and the Association's income taxes;
- d. management, legal, accounting and professional fees for services to the Association;
- e. operating expenses;
- f. premiums and deductibles on insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association;
- g. contributions to the reserve funds; and
- h. any other expense which the Association is required by law or the Community Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Community Documents.

8.3.2. Special Assessments. In addition to Regular Assessments, the Board may levy one or more Special Assessments against all Lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by Owners of least a majority of the Lots: (a) acquisition of immovable property, other than the purchase of a Lot at the sale foreclosing the Association's privilege against the Lot; (b) construction of additional improvements within the Property, but not replacement of original improvements; and (c) any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

8.3.3. Individual Assessments. In addition to Regular and Special Assessments, the Board may levy an Individual Assessment against a Lot and its Owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or his Lot into compliance with the Community Documents; fines for violations of the Community Documents; fees or charges by the managing agent of the Association for services provided to, or for the benefit of, one Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to benefit received.

8.4. BASIS AND RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each Lot is uniform for all Lots; subject, however, to an exemption for Declarant provided in Article 15.

8.5. ANNUAL BUDGET. The Board will prepare and approve an estimated annual budget for each fiscal year.

8.6. DUE DATE. The Board may levy Regular Assessments on any periodic basis - annually, semi-annually, quarterly, or monthly. Regular Assessments are due on the first day of the period for which

levied. Special and Individual Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within 10 days after notice of the Assessment is given. Assessments are delinquent if not received by the Association on or before the due date.

8.7. RESERVE FUNDS. The Association may establish, maintain, and accumulate reserves for operations and for replacement and repair of Common Area improvements. Declarant is not required to fund reserves.

8.8. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of Owners of at least a majority of Lots and the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its immovable or movable property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

8.9. LIMITATIONS OF INTEREST. Notwithstanding anything to the contrary in the Community Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law.

8.10. EFFECT OF NONPAYMENT OF ASSESSMENTS. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect delinquent Assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies and rights are in addition to and not in substitution for all other rights and remedies which the Association has:

- a. Delinquent Assessments bear interest from the date due until paid, at a rate to be determined by the Board from time to time, not to exceed ten percent (10%) per annum, and reasonable late fees, at a rate to be determined by the Board from time to time.
- b. If an Assessment is being paid in installments, the Association may accelerate the remaining installments.
- c. The Owner who has not paid the Assessment is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, such as attorney's fees.
- d. If the delinquent Assessment is more than thirty (30) days past due, the Association may suspend the right to vote appurtenant to the Lot.
- e. The Association may file suit seeking a money judgment against the Owner, without foreclosing or waiving the Association's privilege for Assessments, may notify and communicate with the holder of any privilege against a Lot regarding the Owner's default and payment of Assessments and may foreclose its privilege against the Lot by judicial or non-judicial means.

8.11. MEANING OF PRIVILEGE. As used in this Article 8 and in other provisions of this Declaration (including without limitation Article 9), the word "privilege" has the same meaning as the word "privilege" in Louisiana Revised Statutes 9:1145 - 1148.

ARTICLE 9
ASSESSMENT PRIVILEGE

9.1. **ASSESSMENT PRIVILEGE.** Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Lot and is secured by a continuing privilege on the Lot. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing privilege for Assessments attributable to a period prior to the date he purchased his Lot.

9.2. **SUPERIORITY OF MORTGAGE.** The Assessment privilege on a Lot is subordinate and inferior to (a) a recorded mortgage securing a loan for construction of the original dwelling, (b) a first or senior purchase money vendor's privilege or mortgage and any renewal, modification or refinancing of said vendor's privilege or mortgage, (c) a home equity or reverse mortgage which is a renewal, extension, or refinance of a first or senior purchase money vendor's privilege or mortgage recorded before the date on which the delinquent Assessment became due, and (d) an FHA-insured or VA-guaranteed mortgage.

9.3. **EFFECT OF MORTGAGEE'S FORECLOSURE.** Foreclosure of a superior lien or other superior encumbrance extinguishes the Association's claim against the Lot for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien or other superior encumbrance is liable for Assessments coming due from and after the date of the sale, and for the Owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

9.4. **NOTICE AND RELEASE OF NOTICE.** The Association's privilege for Assessments is created by recordation of a sworn detailed statement in accordance with the requirements of Louisiana law (currently provided in Louisiana Revised Statutes 9:1145 - 9:1148), which constitutes record notice and perfection of the privilege.

9.5. **FORECLOSURE OF PRIVILEGE.** The Assessment privilege may be enforced by judicial or non-judicial foreclosure. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorney's fees. The Association has the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 10
ENFORCING THE COMMUNITY DOCUMENTS

10.1. **NOTICE.** Before the Association may exercise certain of its remedies for a violation of the Community Documents or damage to the Property, the Association must give an Owner written notice. Notices are also required before an Owner is liable to the Association for certain charges, including reimbursement of attorney's fees incurred by the Association.

10.2. **REMEDIES.** The remedies provided in this Article for breach of the Community Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Community Documents and by applicable law, the Association has the following rights to enforce the Community Documents, subject to applicable notice and hearing requirements (if any):

10.2.1. **Fine.** The Association may levy fines for each act of violation or for each day a violation continues.

10.2.2. **Suspension.** The Association may suspend the right of Owners and residents to use Common Areas for any period during which the Owner or resident, or the Owner or resident's family, guests, employees, agents, or contractors violate the Community Documents.

10.2.3. **Self-Help.** The Association has the right to enter any part of the Property, including Lots, to abate or remove, using force as may reasonably be necessary, any improvement, thing, animal, person, vehicle, or condition that violates the Community Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Lot and Owner as an individual Assessment. The Board will make reasonable efforts

to give the violating Owner prior notice of its intent to exercise self-help. The notice may be given in any manner likely to be received by the Owner. Prior notice is not required (a) in the case of emergencies, (b) to remove signs which violate the restrictions in this Declaration or in any rules adopted by the Association, (c) to remove violative debris, or (d) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the neighborhood.

10.2.4. Suit. Failure to comply with the Community Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both.

10.3. BOARD DISCRETION. The Board may use its sole discretion in determining whether to pursue a violation of the Community Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interest, based on hardship, expense, or other reasonable criteria.

10.4. NO WAIVER. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, privileges, and charges now or hereafter imposed by the Community Documents. Failure by the Association or by any Owner to enforce a provision of the Community Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Community Documents at any future time. No officer, director, or Member of the Association is liable to any Owner for the failure to enforce any of the Community Documents at any time.

10.5. RECOVERY OF COSTS. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Community Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Community Documents or the restraint of violations of the Community Documents, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorney's fees.

ARTICLE 11

MAINTENANCE AND REPAIR OBLIGATIONS

11.1. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, the portions of the Property listed below, regardless of whether the portions are on Lots or Common Areas:

- a. the Common Areas;
- b. any immovable and movable property owned by the Association but which is not a Common Area, such as a Lot owned by the Association;
- c. any property adjacent to the Property if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the owner or operator of said property; and
- d. any area, item, servitude, or service - the maintenance of which is assigned to the Association by this Declaration, by the Parish, or by the Plat.

11.2. OWNER RESPONSIBILITY. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property, subject to the architectural control requirements:

11.2.1. House Maintenance. Each Owner, at the Owner's expense, must maintain all improvements on the/his Lot. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each Owner is expected to maintain his Lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each Owner must repair and replace worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces.

11.2.2. Yard Maintenance. Each Owner, at the Owner's expense, must maintain the yards on his Lot at a level, to a standard, and with an appearance that is commensurate with the neighborhood. "Yards" means all parts of the Lot other than the dwelling, including fenced and unfenced portions of the Lot. Any Owner of a Lot abutting a Waterway shall be required to maintain the yard on his Lot up to the edge of such Waterway.

11.3. OWNER'S DEFAULT IN MAINTENANCE. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Lot. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

ARTICLE 12 MORTGAGEE PROTECTION

12.1. PURCHASE MONEY MORTGAGEE RIGHTS. As used in this Article, "Purchase Money Mortgage" means a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first mortgage against a Lot, or any renewal, modification, or refinancing of said recorded senior or first mortgage. The Purchase Money Mortgagee has the following rights:

- a. its mortgage against the Lot is superior to the Association's privilege for Assessments;
- b. an action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by a majority of the Purchase Money Mortgagees, in addition to the required consents of Owners;
- c. an action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least two-thirds of the Purchase Money Mortgagees;
- d. a Purchase Money Mortgagee may inspect the Association's books and records, by appointment, during normal business hours;
- e. a Purchase Money Mortgagee may have an audited statement prepared at its own expense;
- f. a Purchase Money Mortgagee is exempt from any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Lot; and
- g. a Purchase Money Mortgagee may attend and address any meeting of the Association which an Owner may attend.

12.2. COMMUNICATIONS WITH MORTGAGEE. If the Community Documents or public law require the consent of Purchase Money Mortgagees for an act, decision or amendment by the Association, the approval of a Purchase Money Mortgagee is implied when the Purchase Money Mortgagee fails to respond within thirty (30) days after receiving the Association's written request for approval of a proposed

amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

ARTICLE 13
AMENDMENTS

13.1. **CONSENTS REQUIRED.** As permitted by this Declaration, certain amendments of this Declaration may be approved by Declarant alone, or by the Board alone. Otherwise, amendments to this Declaration must be approved by a majority vote of the Members. Approval of the Members does not require that an amendment to this Declaration be signed by the consenting Owners, or that consents be executed and acknowledged by the approving Members; where a vote of the Members is required to amend this Declaration, a Certificate signed by the Secretary of the Association will be sufficient to evidence the required consent.

13.2. **EFFECTIVE.** To be effective, an amendment must be in the form of a written instrument (a) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto, (b) reciting the authority by which approved, and (c) recorded in the conveyance records of the parish in which the Property is located.

13.4 **DECLARANT PROVISIONS.** Declarant has an exclusive right to Unilaterally amend this Declaration for the purposes stated in Article 15. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without the Declarant's written and acknowledged consent.

13.5. **MERGER.** Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. During the Development Period, any amendment effecting or authorizing a merger or consolidation of the Association with another association must be approved by Declarant. After the Development Period, the amendment must be approved by Owners of at least a majority of the Lots.

ARTICLE 14
DISPUTE RESOLUTION

14.1. **INTRODUCTION AND DEFINITIONS.** The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

14.1.1. "**Claim**" means any claim, grievance, or dispute between Parties involving the Property, except Exempt Claims, as defined below, and including without limitation (a) claims arising out of or relating to the interpretation, application or enforcement of the Community Documents, (b) claims related to the rights and/or duties of Declarant as Declarant under the Community Documents, and (c) claims relating to the design, construction, or maintenance of the Property.

14.1.2. "**Claimant**" means any Party having a Claim against any other Party.

14.1.3. "**Exempt Claims**" means the following claims or actions, which are exempt from this

Article:

- a. the Association's claim for Assessments, and any action by the Association to collect Assessments;
- b. an action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems

necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration;

- c. enforcement of the servitudes, architectural control, maintenance, and use restrictions of this Declaration; and
- d. a suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

14.1.4. **"Respondent"** means the Party against whom the Claimant has a Claim.

14.2. **MANDATORY PROCEDURES.** Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

14.3. **NOTICE.** Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (a) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (b) the basis of the Claim (i.e., the provision of the Community Documents or other authority out of which the Claim arises); (c) what Claimant wants Respondent to do or not do to resolve the Claim; and (d) that the Notice is given pursuant to this Section.

14.4. **NEGOTIATION.** Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

14.5. **MEDIATION.** If the parties negotiate but do not resolve the Claim through negotiation within one hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation by a mediator on which the parties mutually agree. If Claimant does not submit the Claim to mediation within the said thirty (30) day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

14.6. **TERMINATION OF MEDIATION.** If the Parties do not settle the Claim within 30 days after submission to mediation, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

14.7. **ALLOCATION OF COSTS.** Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

14.8. **ENFORCEMENT OF RESOLUTION.** Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorney's fees and court costs.

14.9. **LITIGATION APPROVAL AND SETTLEMENT.** The initiation of any judicial or administrative proceeding by the Association is subject to the following conditions in addition to the above alternate dispute resolution procedures. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so

expressed in the instrument of conveyance, covenants and agrees to be bound by this Section. This Section may not be amended without the approval of Owners of at least seventy-five percent (75%) of the Lots.

14.9.1. Owner Approval. The Association may not initiate any judicial or administrative proceeding without the prior approval of Owners of at least a majority of the Lots, except that no such approval is required (a) to enforce provisions of this Declaration, including collection of Assessments; (b) to challenge condemnation proceedings; (c) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (d) to defend claims filed against the Association or to assert counterclaims in a proceedings instituted against the Association; or (e) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo.

14.9.2. Higher Approval of Certain Suits. Also, the Association may not initiate any judicial or administrative proceeding against Declarant, a Declarant Affiliate, a Builder, Association officers and directors, or the managing agent of the Association without the approval of Owners representing at least seventy-five percent (75%) of the Lots.

14.9.3. Funding Litigation. Except in the case of a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to levy a Special Assessment, the Association must levy a Special Assessment to fund the estimated costs of litigation prior to initiating a judicial or administrative proceeding. The Association may not use its annual operating income, reserve funds, or savings to fund litigation, unless the Association's annual budget or a savings account was established and funded from its inception as a litigation reserve fund.

14.9.4. Settlement. The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

ARTICLE 15 DECLARANT RIGHTS AND RESERVATIONS

15.1. GENERAL PROVISIONS.

15.1.1. General Reservation and Construction. Notwithstanding other provisions of this Declaration and other Community Documents to the contrary: (a) nothing contained in this Declaration or any of the other Community Documents may be construed to prevent, interfere or lessen the rights of Declarant reserved or otherwise contained in this Article 15; and (b) all mortgagees, other Owners, and the Association are all prohibited from preventing or interfering with the exercise by Declarant of the rights of Declarant reserved or otherwise contained in this Article 15. Declarant hereby reserves exclusively unto itself and its successors and assigns all rights of Declarant set forth in this Article 15. In case of conflict between this Article and any other provision of this Declaration or any other Community Document, this Article controls. This Article may not be amended without the prior written consent of Declarant. The terms and provisions of this Article must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

15.1.2. Purpose of Development Period. This Article gives Declarant certain rights during the Development Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees.

15.1.3. Intent to Build. Declarant, in its own name or through Declarant Affiliates, intends to construct dwellings on the Lots in connection with the sale of the Lots. However, Declarant may, without notice, sell some or all of the Lots to one or more other Builders to improve the Lots with dwellings to be sold and occupied. In that event and during the Development Period: (a) Declarant may declare any other Builder (including without limitation Declarant Affiliates) exempt, in whole or in part, from Assessments by the Association and from any obligation to make contributions to the Association's reserve funds and such exemption may be fixed for a designated period of time or may be indefinite; and (b) Declarant may, in its sole discretion, amend this Declaration to add or modify provisions addressing the role of a Builder in the

Property and Declarant is hereby granted the authority to Unilaterally amend this Declaration as provided in Section 13.4 for this purpose.

15.2. [INTENTIONALLY LEFT BLANK]

15.3. DEVELOPMENT PERIOD RESERVATIONS - GOVERNANCE. Declarant reserves the following powers, rights, and duties during the Development Period:

15.3.1. Reserved.

15.3.2. Officers and Directors. During the Development Period, the Board may consist of 3 persons, or such other number as may be authorized in the Bylaws. During the Development Period, Declarant may appoint, remove, and replace any officer and any director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader." Declarant's unilateral right to remove and replace officers and directors applies to officers and directors who were elected or designated by Owners other than Declarant, as well as to Declarant's appointees.

15.3.3. Association Meetings. During the Development Period, meetings of the Association may be held at a location, date, and time that is convenient to Declarant, whether or not it is mutually convenient for the Owners.

15.3.4. Transition Meeting. Within 60 days after the end of the Development Period, or sooner at the Declarant's option, Declarant will call a transition meeting of the Owners for the purpose of electing, by vote of the Members, directors to the Board. Written notice of the transition meeting must be given to an Owner of each Lot at least 10 days before the meeting. For the transition meeting, Owners of ten percent (10%) of the Lots constitute a quorum. The directors elected at the transition meeting will serve until the next annual meeting of the Association or a special meeting of the Association called for the purpose of electing directors, at which time the staggering of terms will begin.

15.4. DEVELOPMENT PERIOD RESERVATIONS - FINANCIAL. Declarant reserves the following powers, rights, and duties during the Development Period:

15.4.1. Association Budget. During the Development Period, the Declarant-appointed Board will establish a projected budget for the Property as a fully developed, fully constructed, and fully occupied residential community with a level of services and maintenance that is typical for similar types of developments in the general area of the Property, using cost estimates that are current for the period in which the budget is prepared.

15.4.2. Budget Funding. As long as the Declarant controls the Association by its appointment of a majority or more of the directors, Declarant is responsible for the difference between the Association's actual operating expenses and the Regular Assessments received from the Owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the Association; provided, in no event shall this subsidy paid by Declarant per year exceed the total amount of the Regular Assessments that Declarant would have paid had Declarant been required to pay the Regular Assessments for all Lots owned by Declarant during such period. When Declarant ceases to control the Association, Declarant will cease being responsible for the difference between the Association's operating expenses and the assessments received from Owners other than Declarant.

15.4.3. Enhancements. During the Development Period, Declarant, in Declarant's sole discretion, may, from time to time, voluntarily provide enhancements for the Property, such as higher levels of maintenance, management, insurance, seasonal color in landscaping, and recreational personnel. Such enhancements are not included in the Association's annual operating budget or, alternatively, if included are identified as Declarant enhancements. In the event that Declarant provides enhancements to the Property as authorized in this Section 15.4.3, Declarant may at any time cease providing such enhancements.

15.4.4. Declarant Assessments and Reserves. During the Development Period, any immovable property owned by Declarant is not subject to Assessment by the Association. During the

Development Period, Declarant is not required to make contributions to the Association's reserve funds for the Lots owned by Declarant.

15.4.5. Commencement of Assessments. During the Development Period, Declarant will determine when the Association first levies Regular Assessments against the Lots.

15.4.6. Budget Control. During the Development Period, the right of Owners to veto Assessment increases or Special Assessments is not effective and may not be exercised.

15.4.7. Inspect and Correct Accounts. For a period of 5 years after termination of the Development Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts from the Development Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. Notwithstanding any inferences to the contrary in the preamble paragraph of this Article 15, Declarant's rights under this Section 15.4.7 will not terminate until 5 years following the last day of the Development Period.

15.5. DEVELOPMENT PERIOD ADDITIONAL RESERVATIONS. Declarant reserves the following servitudes and rights, exercisable at Declarant's sole discretion, at any time during the Development Period, regardless of whether Declarant owns any Property at the time of use of the servitude or exercise of the right:

15.5.1. Platting. Unplatted parcels, if any, may be platted in whole or in part, and in phases. The right to plat belongs to the owner of the unplatted parcel, provided, however, that a plat that creates Common Areas or obligations for the Association must also be approved by Declarant.

15.5.2. Expansion. During the Development Period, Declarant may, in its sole discretion, annex to declare to be included as part of the Property: (a) any immovable property any portion of which is contiguous with, adjacent to, or within 1,000 feet of any immovable property that is subject to this Declaration, (b) any immovable property in any addition or subdivision platted by the Parish as a phase or section of the Property, or (c) located in a planned development district created by the Parish for the property subject to this Declaration. Declarant annexes immovable property by subjecting it to the Declaration and the jurisdiction of the Association by recording a supplement or an amendment of this Declaration, executed by Declarant, in the conveyance records of the Parish. The supplement or amendment of annexation must include a description of the additional immovable property or a reference to the recorded plat that describes the additional immovable property.

15.5.3. Withdrawal. Declarant may withdraw immovable property from the effect of this Declaration (a) if the owner of the withdrawn property consents to the withdrawal, and (b) if the withdrawal does not significantly and detrimentally change the appearance, character, operation, or use of the Property.

15.5.4. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Declarant may (a) change the sizes, dimensions, and configurations of Lots and streets; (b) change the minimum dwelling size; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Property.

15.5.5. Architectural Control. Declarant has the absolute right to serve as the Architectural Reviewer. Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights as Architectural Reviewer. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (a) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (b) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant also has the unilateral right to exercise architectural control over vacant Lots in the Property.

15.5.6. Amendment. Declarant may Unilaterally amend this Declaration and the other Community Documents, for any purpose, without consent of other Owners or any mortgagee.

15.5.7. Completion. Declarant has (a) the right to complete or make improvements indicated on the Plat; (b) the right to sell or lease any Lot owned by Declarant; and (c) a servitude and right to erect, construct, and maintain on and in the Common Area and Lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

15.5.8. Servitude to Inspect and Right to Correct. Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive servitude of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right.

15.5.9. Promotion. Declarant reserves for itself a servitude and right to place or install signs, banners, flag poles and flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and residents, for purposes of promoting, identifying, and marketing the Property and/or Declarant's dwellings, Lots, developments, or other products located outside the Property. Declarant reserves a servitude and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events (e.g., open houses, MLS tours, and brokers parties) on the Property to promote the sale of Lots.

15.5.10. Offices. Declarant reserves for itself the right to use dwellings owned or leased by Declarant as model homes, storage areas, and offices for the marketing and sales, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant's developments or other products located outside the Property. Also, Declarant reserves for itself the servitude and right to make structural changes and alterations on and to Lots and dwellings used by Declarant as model homes, storage areas, and offices, as may be necessary to adapt them to the uses permitted under this Declaration.

15.5.11. Access. Declarant has a servitude and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the homebuying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of Lots and homes by Declarant, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

15.5.12. Utility Servitudes. Declarant may grant permits, licenses, and servitudes over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the servitudes on any Lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security. To exercise this right as to land that is not a Common Area of the Property or not owned by Declarant, Declarant must have the prior written consent of the Owner.

15.6. DIFFERENT STANDARDS. Declarant has the right (1) to establish specifications for the construction of all initial improvements in the Property, (2) to establish different specifications for each neighborhood within the Property, and (3) to grant variances or waivers from community-wide standards to certain neighborhoods of the Property.

15.7. MARKETING OTHER LOCATIONS. This Declaration grants to Declarant a number of significant rights to market the Property. Declarant hereby reserves for itself and any current or future Declarant Affiliates the right to use each and every such right for the additional purposes of promoting, identifying, and marketing off-site developments of Declarant or Declarant Affiliates for the duration of the

Development Period, even though Declarant and Declarant Affiliates may have completed the marketing of Lots or dwellings in the Property.

15.8. COMMON AREAS. For every Common Area capable of being conveyed to the Association, Declarant will convey title to the Common Area to the Association by one or more deeds - with or without warranty. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

15.9. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the conveyance records of the Parish. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

ARTICLE 16 **GENERAL PROVISIONS**

16.1. HIGHER AUTHORITY. In the event of a conflict between the Community Documents, the hierarchy of authority is as follows: the Plat (highest), this Declaration, Association's Articles of Incorporation, Bylaws, and the rules (lowest). Within the Declaration, Article 15 has the highest authority. In the event of any conflict between an action by, or decision of, Declarant pursuant to its rights under this Agreement and an action by, or decision of, the Association (including without limitation any agency, department, committee or other division of the Association), the action by, or decision of, Declarant will control.

16.2. NOTICE. All demands or other notices required to be sent to an Owner or resident by the terms of this Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association on the date the notice is issued. If an Owner fails to give the Association an address for sending notices, all notices may be sent to the Owner's Lot; and the Owner is deemed to have been given notice whether or not he actually receives it.

16.3. LIBERAL CONSTRUCTION. The terms and provisions of each Community Document are to be liberally construed to give effect to the purposes and intent of the Community Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the operation of the Association and its enforcement of the Community Documents, regardless which party seeks enforcement.

16.4. RULES OF CONSTRUCTION. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate. The word "shall" and "will" have the same meaning in this Declaration and are both to be interpreted as mandatory.

16.5. DURATION. Unless terminated or amended by Owners as permitted in this Declaration, the provisions of this Declaration run with and bind the Property and will remain in effect perpetually to the extent permitted by law.

[SIGNATURE PAGE FOLLOWS]

Page 31 of 36
Page 31 of 36

THUS DONE AND PASSED, in multiple originals, at Dallas County, Texas, on the day, month, and year first above written, and in the presence of the undersigned, competent witnesses, who hereunto sign their names with the said Declarant/Appearer and me, Notary, after reading of the whole.

WITNESSES:

[Signature]
Printed Name: Brad CHRISTIANES

[Signature]
Printed Name: Jeff Vallee

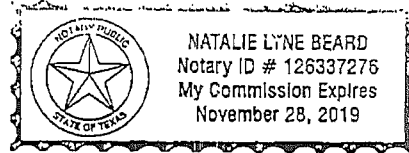
DECLARANT/APPEARER

D.R. HORTON, INC. – GULF COAST

By: [Signature]
G. Adam Kurz
Assistant Vice President

[Signature]
NOTARY PUBLIC

Printed Name of Notary Public: _____
Number Assigned to Notary Public (or Bar Roll No.): _____



[Signature Page to Amended and Restated Declaration of Covenants and Restrictions]

EXHIBIT A
DESCRIPTION OF PROPERTY

Those tracts or parcels of land designated as (a) Lots 1 through 107, inclusive, and (b) CA-1, CA-2, and CA-3, as shown on a map entitled "FINAL PLAT FOR ACADIAN TRACE (A MANUFACTURED HOUSING COMMUNITY) (BEING TRACT 7635R1-A)," made by Ronald K. Ferris, dated April 8, 2008, recorded in Plat Book 59, Page 452, Entry No. 667721, official records of the Clerk and Recorder for Livingston Parish, Louisiana.

EXHIBIT B
CONSTRUCTION SPECIFICATIONS

All improvements on a Lot must (1) comply with any applicable governmental ordinances and codes, (2) have a building permit issued by the appropriate governmental entity, if the type of improvement requires a permit, and (3) have the Architectural Reviewer's prior written approval. These three requirements are independent - one does not ensure or eliminate the need for another. The Owner and/or Owner's contractor must comply with all three requirements. Without the Architectural Reviewer's prior written approval for a variance, improvements constructed on every Lot must have the following characteristics:

B.1. HOUSES. The principal improvement on a Lot must be one detached single family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Architectural Reviewer.

B.2. NEW CONSTRUCTION. The dwelling must be constructed on the Lot. A dwelling or addition constructed elsewhere may not be moved onto a Lot. Factory-built homes are not permitted, even though assembled or finished on the Lot. However, components of dwellings (such as roof trusses) may be manufactured off-site. The construction of a dwelling must be started promptly after the Architectural Reviewer approves the dwelling's plans and specifications. At the start of construction - but not before - building material to be used in the construction may be stored on the Lot. Once started, the dwelling and all improvements on the Lot must be completed with due diligence.

B.3. EXTERIOR WALL MATERIALS. The type, quality, and color of exterior wall materials must be approved by the Architectural Reviewer. Generally, the dwelling's total exterior area, minus windows and doors, must be masonry or masonry veneer, such as brick, stone, or stucco or siding which must be a cement fiber board product, such as HardiPlank and or Vinyl.

B.4. ROOFS. Roofs must be covered with material having a manufacturer's warranty of at least 20 years. The use of fiberglass shingles is permitted. The color of roofing material must be weatherwood or an equivalent earth tone color. The Architectural Reviewer may permit or require other weights, materials, and colors.

B.5. GARAGE AND DRIVEWAY. Each dwelling must have an attached garage for at least two standard-size cars. If the Lot has alley access, the garage must be a rear or side entry using the alley for access. The driveway must be surfaced with concrete. Following the initial construction of a driveway on a Lot, no such driveway may thereafter be extended or otherwise modified to increase the surface area of the driveway without the prior approval of the Architectural Reviewer, and in no event shall (i) there be less than ten feet (10') between the street and the commencement point of any such driveway extension or (ii) any such driveway extension extend to the side property line of the Lot. For purposes of illustration only, examples of driveway extensions that (i) would be considered acceptable (following Architectural Reviewer approval) and (ii) would NOT be considered acceptable under any circumstances are depicted on Exhibit E hereto

B.6. CARPORTS. A carport may not be installed, constructed, or maintained on a Lot without the prior written consent of the Architectural Reviewer.

B.7. ACCESSORIES. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, lights fixtures, and exterior paint and stain, is subject to the Architectural Reviewer's prior approval, including approval of design, color, materials, and location.

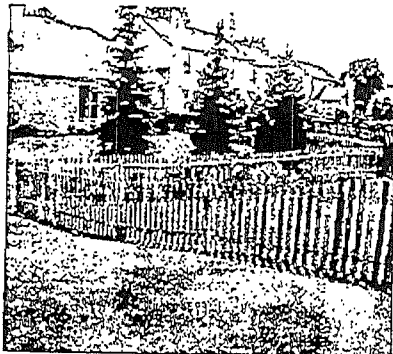
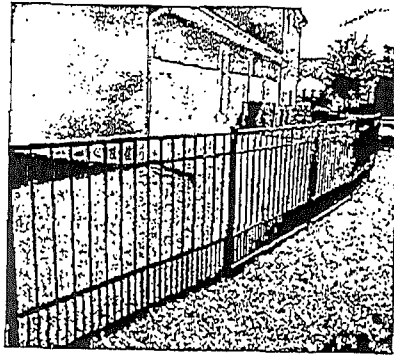
B.8. NO SUBDIVISION. No Lot may be subdivided. One or more Lots may be replatted with the approval of all Owners of the Lots directly affected by the replatting, and subject to the approval of the city. The parties executing the replat will provide a copy of the recorded replat to the Association. Replatting of Lots may not alter the number of votes and Assessments allocated to the Lots as originally platted. If replatting reduces the number of Lots by combining Lots, the joined Lot will have the votes and Assessments allocated to the Lots as originally platted.

B.9. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The Architectural Reviewer may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring Lots. Each Lot will use the city, parish, or private utility company providing sewer and water service to each lot in the community. Individual water supply and sewage disposal systems are not permitted.

(End of Exhibit B)

EXHIBIT C
FENCING EXAMPLES

examples of acceptable non privacy fences



example of acceptable transition
from 4' to 6'

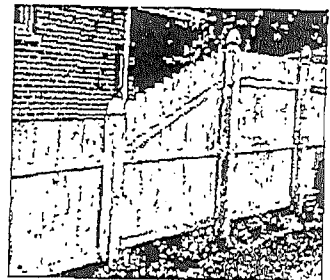
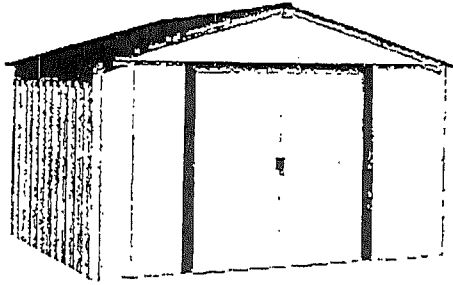
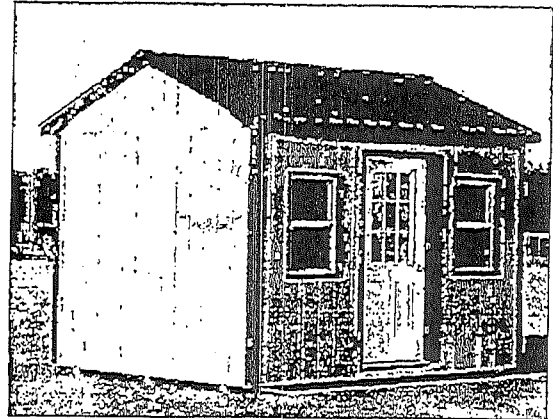


EXHIBIT D
EXAMPLES OF SHEDS THAT ARE NOT ALLOWED

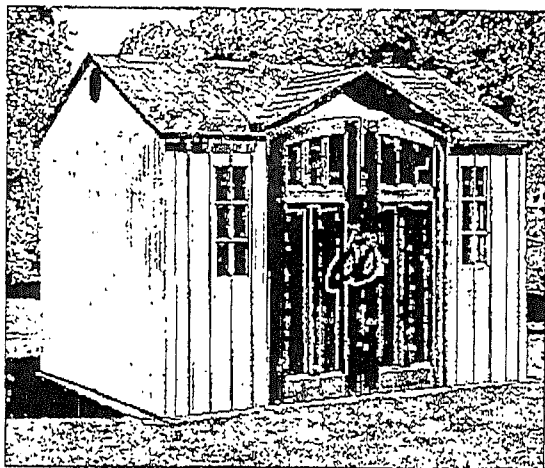
Metal sheds with metal roofs



Wood sides with metal roof



Plastic/resin sheds



Shed colors that do not match the home

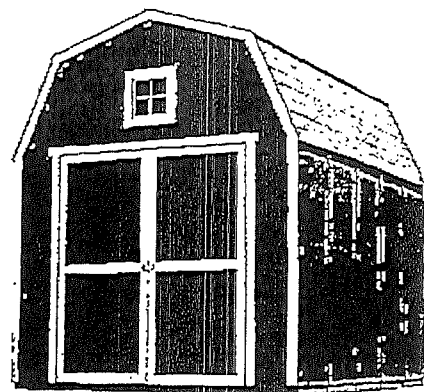
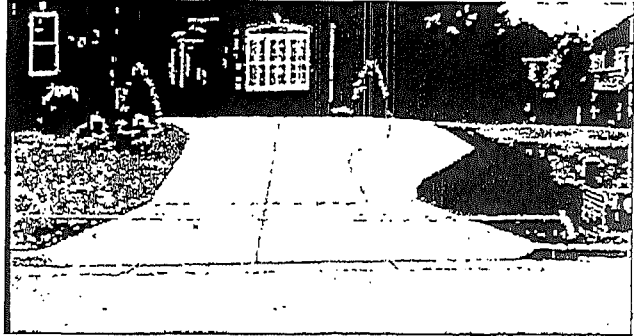
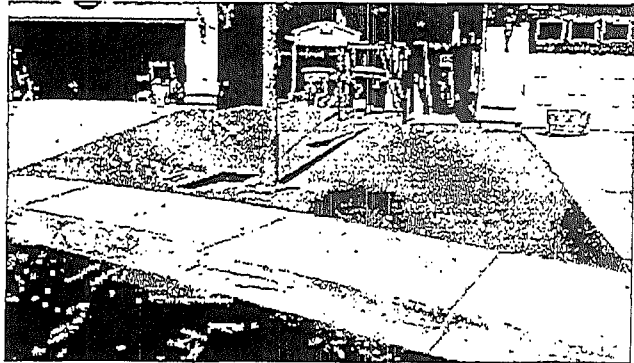
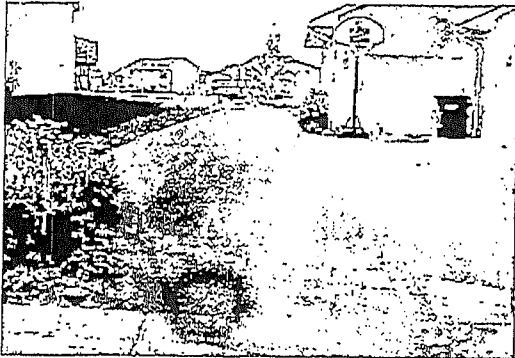


EXHIBIT E
DRIVEWAY EXTENSION EXAMPLES

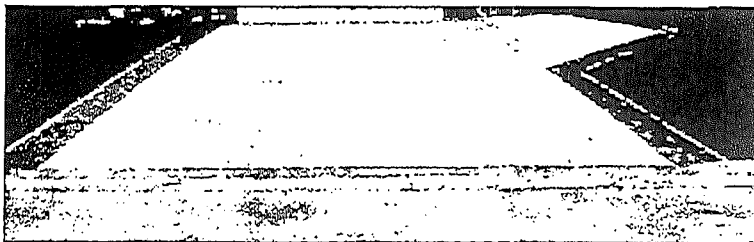
NOT ALLOWED

- Connecting to the street
- Extending to side property line



Acceptable with ACC approval

- Driveway extension stopping at least 10' from street



Livingston Parish Recording Page

Thomas L. Sullivan Jr.
Clerk of Court
PO Box 1150
Livingston, LA 70754-1150
(225) 686-2216

Received From :
DR OR MRS R D WESTERMAN

First NAME

ACADIAN TRACE LLC

Index Type : Plats

File Number : 667721

Type of Document : Map-Plat

Book : 59 Page : 452

Recording Pages : 1

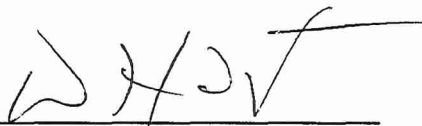
Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana

On (Recorded Date) : 04/24/2008

At (Recorded Time) : 3:37:45PM




Deputy Clerk



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Thomas L. Sullivan Jr.
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Livingston, LA 70754-1150
(225) 686-2216

Received From :
KIZER, HOOD AND MORGAN, LLP
2111 QUAIL RUN DRIVE
BATON ROUGE, LA 70808

First VENDOR
ACADIAN TRACE LLC

First VENDEE
RESOURCE FOUNDATION INC

Index Type : Conveyances
Type of Document : Deed - Cash Or Cash Sale

File Number : 670203

Book : 1009 **Page :** 819

Recording Pages : 6

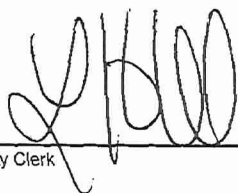
Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana

On (Recorded Date) : 05/27/2008

At (Recorded Time) : 1:59:20PM




Deputy Clerk



Doc ID - 009229350006

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ACT OF SALE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 27th day of May, 2008, before me, the undersigned Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

ACADIAN TRACE LLC, a Louisiana limited liability company ("Seller"), whose mailing address is #7 Oak Alley, Baton Rouge, Louisiana 70806, represented herein by Peggy D. Westerman, its Managing Member, duly authorized by Articles of Organization on file and or record in the office of the Clerk and Recorder for Livingston Parish, Louisiana; and

THE RESOURCE FOUNDATION, INC., a Louisiana non-profit corporation ("Buyer"), whose mailing address is 11224 Boardwalk Drive, Suite A1, Baton Rouge, Louisiana 70816, represented herein by Robert L. Whittington, its President, duly authorized by resolutions of the Board of Directors, a certified copy of which is attached hereto;

who declared and agreed as follows:

I. SALE

Section 1.1 Property Sale. For the price and sum of **THREE MILLION ONE HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED EIGHTY-FOUR AND NO/100 (\$3,165,984.00)**, cash, receipt of which is hereby acknowledged, Seller does hereby sell and deliver to Buyer, with full warranty of title, and with subrogation to all rights and actions of warranty Seller may have, the following described property the possession and delivery of which Buyer acknowledges (hereinafter referred to as the "**Property**"):

ITEM ONE:

Those certain lots, tracts or parcels of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Livingston Parish, Louisiana, in that subdivision known as **ACADIAN TRACE** and being designated on the final plat for Acadian Trace made by Ronald K. Ferris, dated April 8, 2008, recorded in Plat Book 59, Page 452, Entry No. 667721, official records of the Clerk and Recorder for Livingston Parish, Louisiana, as **LOTS NUMBER ONE (1) through ONE HUNDRED SEVEN (107)**, inclusive, and **TRACTS CA-1, CA-2 and CA-3**, said subdivision, said lots having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on said map.

ITEM TWO:

That certain tract or parcel of ground together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, located in **Section 35, Township 6 South, Range 6 East, Livingston Parish, Louisiana**, and being designated as **TRACT 7635R1-B** on a map entitled "Map Showing Subdivision of Tract 7635R1 Into Tracts 7635R1-A & 7635R1-B" made by Ronald K. Ferris, P.L.S., dated February 5, 2008, recorded in Plat Book 59, Page 341, Entry 664208,

official records of the Clerk and Recorder for Livingston Parish, Louisiana; said tract having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on said map.

Section 1.2 Waiver of Warranty. The Property is conveyed to the Buyer without any warranty or recourse whatsoever, even for the return or reduction of the Purchase Price, except for acts arising by, through or under Seller, but with full substitution and subrogation in and to all of the rights and actions of warranty which Seller has or may have against all preceding owners or vendors. The property is sold "as-is", without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient or imperfect that Buyer would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code 2520 *et seq.* with respect to Seller's warranty against latent or hidden defects of the property sold, or any other applicable law, not even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the Purchase Price on account of some hidden or latent vice or defect in the Property sold. Seller expressly subrogates Buyer to all rights, claims and causes of action Seller may have arising from or relating to any hidden or latent defects in the Property. This provision has been called to the attention of the Buyer and fully explained to the Buyer, and the Buyer acknowledges that he has read and understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.

Buyer's Initials: RLW

II. RESERVED RIGHTS

Section 2.1 Mineral Rights. Seller hereby reserves all mineral rights associated with the Property; provided, however, no drilling or other mineral operations of any nature whatsoever, including, but not restricted to storage tanks, pipelines or roads, shall be conducted on the surface of the Property. Recovery of all oil, gas or other minerals shall only be by directional drilling or under unitization or pooling privileges.

III. MISCELLANEOUS PROVISIONS

Section 3.1 Capacity and Authorization. All parties signing the within instrument have declared themselves to be of full legal capacity and each person executing this instrument in a representative capacity has full and complete authority to act for and on behalf of the party represented.

Section 3.2 Tax Proration. All taxes assessed against the Property have been paid. Taxes for the current year have been prorated between Seller and Buyer and will be paid by Buyer when due.

Section 3.3 Binding Effect. All of the agreements and stipulations herein contained, and all of the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto. Buyer, and the heirs and assigns of Buyer shall have and hold the Property in full ownership forever.

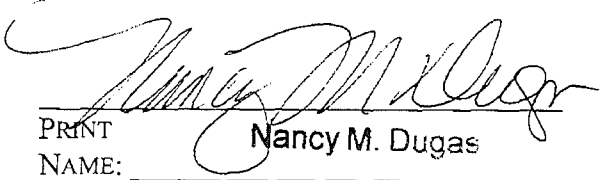
[SIGNATURES ON FOLLOWING PAGE]

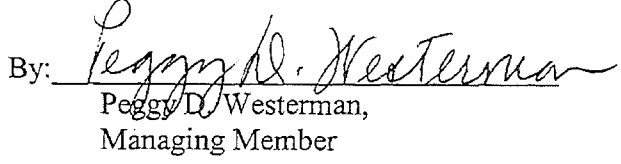
DONE AND SIGNED by the parties in Baton Rouge, Louisiana, on the date first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.


WITNESSES:

ACADIAN TRACE LLC

TIN: XX-XXX7431

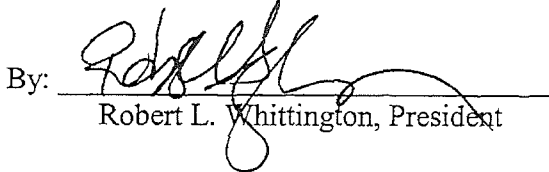

PRINT **Nancy M. Dugas**
NAME: _____

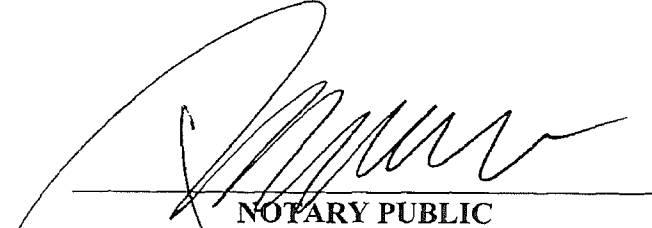
By: 
Peggy D. Westerman,
Managing Member


PRINT
NAME: **Paige Tyra**

THE RESOURCE FOUNDATION, INC.

TIN: XX-XXX6925

By: 
Robert L. Whittington, President



NOTARY PUBLIC

Printed Name: _____ **RALPH E. HOOD**
Notary Public #6984
Louisiana Bar Roll/Notary No. _____ **Parish of East Baton Rouge**
State of Louisiana
Commission Expires at Death

CORPORATE RESOLUTIONS

1. The following is a true and correct copy of the resolutions adopted at a duly called meeting of the Board of Directors of THE RESOURCE FOUNDATION, INC., a Louisiana non-profit corporation (this "Corporation") held on May 16, 2008, at which meeting a quorum of the Board of Directors was present and voting throughout pursuant to the non-profit corporation laws of the State of Louisiana:

WHEREAS, this Corporation has entered into a Purchase Agreement (the "Purchase Agreement") providing terms for the acquisition by this Corporation of property located at James Chapel Road, Albany, Louisiana 70711 (the "Property") from with ACADIAN TRACE, L.L.C. (the "Seller"); and

WHEREAS, the Purchase Agreement provides for the sale terms, including, financing from the Seller secured by a mortgage on the Property and an option for the Seller to repurchase a part of the Property.

NOW, THEREFORE, BE IT RESOLVED, that this Corporation is authorized to execute all documents that Robert L. Whittington, acting as the President of this Corporation (the "President") may determined necessary or useful in completing the sale of the Property on such terms as the President may determined necessary or useful and any alterations, amendments, modifications or extensions thereof, including, without limitation, a Promissory Note, a Mortgage, and an Option Agreement and any related documents;

BE IT FURTHER RESOLVED, that the President or such other officers of this Corporation, as may be authorized or required by the By-laws of this Corporation, acting singly or together, be and hereby is and are authorized and directed to negotiate the specific terms and conditions of the acquisition of the Property and to execute and deliver on behalf of this Corporation all such documents as may be necessary or useful in completing the sale of the Property; and

BE IT FURTHER RESOLVED, that all actions previously taken by the President or any other officer of this Corporation with respect to the Loan are hereby ratified and confirmed.

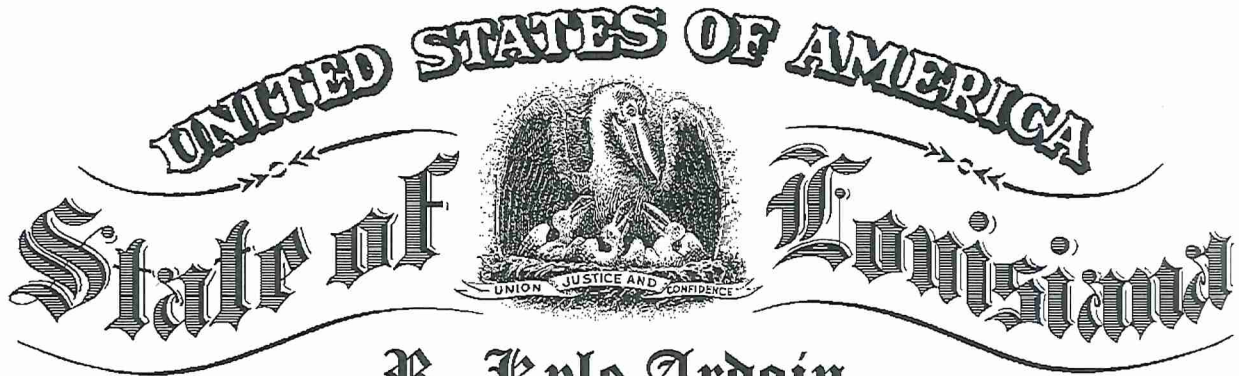
2. The foregoing resolutions were enacted in accordance with the Articles of Incorporation and Bylaws of this Corporation and the laws of the State of Louisiana; the Board of Directors of this Corporation has full power and authority to bind this Corporation pursuant to the foregoing resolutions; and the foregoing resolutions are in full force and effect and have not been altered, modified or rescinded.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, I have affixed my name as Secretary of this Corporation, and have affixed the corporate seal of this Corporation, this 20 day of May, 2008.

Mana Coleman

Name:
Secretary



R. Kyle Ardoin
SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that
the attached document(s) of

ACADIAN TRACE HOA, INC.

are true and correct and are filed in the Louisiana Secretary of State's Office.

40225956N	ORIGF	6/9/2010	8 page (s)
43399799	12236	3/19/2019	2 page (s)
43925225	20 AR	6/4/2020	1 page (s)

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

June 23, 2020

Secretary of State
WEB 40225956N



Certificate ID: 11225824#9EG62

To validate this certificate, visit the following web site, go to **Business Services**, Search for **Louisiana Business Filings**, Validate a **Certificate**, then follow the instructions displayed.
www.sos.la.gov



**ARTICLES OF INCORPORATION
OF
ACADIAN TRACE HOA, INC.**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 9th day of June, 2010, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses personally came and appeared:

THE RESOURCE FOUNDATION, INC. (the "Incorporator"), a Tennessee non-profit corporation whose mailing address is P.O. Box 77930, Baton Rouge, Louisiana 70879, represented herein by Robert L. Whittington, its President, duly authorized;

who declared that availing itself of the benefits of the provisions of the Constitution of the State of Louisiana and the laws of the State relative to the organization of a non-profit corporation and particularly of the provisions of La.-R.S. 12:201-269, inclusive, the Incorporator does by these presents form and organize itself, as well as all other persons who may hereafter join or become associated with the Incorporator or its successors, into a non-profit corporation (the "Corporation") for the objects and purposes and under the covenants, stipulations and agreements following, to-wit:

**ARTICLE I
NAME AND POWERS**

The name of the Corporation shall be **ACADIAN TRACE HOA, INC.**, and it generally shall possess all the powers, rights, privileges, capacities, and immunities which non-profit corporations are authorized, and may hereafter be authorized, to possess under the Constitution and laws of this state, and particularly under Title 12, Section 201, *et seq.*, of the Louisiana Revised Statutes.

**ARTICLE II
NON-STOCK AND NON-PROFIT**

- A. The Corporation is organized on a non-stock, non-profit basis and is irrevocably dedicated to the general purposes stated in Article IV of these Articles of Incorporation.
- B. No part of the net earnings of the Corporation shall inure to the benefit of any member, board member, officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation in pursuit of one or more of its purposes).
- C. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation may not participate in or

intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

- D. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on the undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws or regulations.
- E. The Corporation shall not engage in any act of self-dealing as defined in Section 4941 (d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws or regulations.
- F. The Corporation shall not retain any excess business holdings as defined in Section 4943 (c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws or regulations.

ARTICLE III DOMICILE

The domicile of the Corporation shall be at 11890 Boylan Avenue, Baton Rouge, Louisiana 70809 and the location and address of its registered office shall be the same.

ARTICLE IV PURPOSE AND POWERS

The Corporation is organized primarily for the following purposes:

- A. Performing all of the duties and obligations of the Corporation in connection with building restrictions (the "Restrictions") that may be imposed on property located in Livingston Parish, Louisiana, and developed as Acadian Trace Subdivision (the "Subdivision");
- B. Providing generally for the ownership, management, and maintenance of common properties transferred to the Corporation or otherwise subject to control by the Corporation;
- C. Exercising certain rights and powers and performing certain obligations relating to the individual lots in those filings of the Subdivision for which the Corporation provides any level of administration (each such lot is referred to herein as a "Lot"), together with improvements thereon, including the homes, and as enumerated in the Restrictions; and
- D. Except as limited in these Articles, perform any and all acts and things that a non-profit corporation is empowered to do under Louisiana law, which may be necessary, convenient, or desirable in the administration of its affairs.

The Corporation shall not mortgage, pledge or hypothecate any or all of its movable or immovable property as security for money borrowed or debts incurred except with the consent of two-thirds ($\frac{2}{3}$) of its members.

ARTICLE V
OFFICERS

The officers of the Corporation shall consist of a President who shall be a member of the Board of Directors, a Secretary and a Treasurer and such other officers as the directors may elect or appoint. Any two or more offices may be held by the same person, except the office of President and Secretary. The President, the Secretary, and the Treasurer are to be elected annually by the Board of Directors and shall serve one year or until their successors are duly elected and installed.

ARTICLE VI
MEMBERSHIP

The record owner (whether an individual or other legal entity) of a Lot in the Subdivision shall be a member of the Corporation. Ownership shall be established by the recordation in the public records of Livingston Parish, Louisiana, of an instrument conveying ownership of a Lot and the receipt by the Corporation of a copy thereof. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to any may not be separated from ownership of any Lot. When more than one person owns an interest in a Lot or when a corporation, partnership or other legal entity owns a Lot, no more than two adults may be designated as authorized to enjoy the full benefits of membership (although each owner shall be a member whether designated as authorized to enjoy full benefits of membership or not).

ARTICLE VII
VOTING RIGHTS

One vote in all matters considered by the Corporation shall be allocated to each Lot. When more than one person is the owner of a Lot, all such persons shall be members of the Corporation, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be case with respect to any one Lot. An owner, including the Incorporator, owning more than one Lot shall be entitled to one vote for each Lot owned. In the event of resubdivision of one or more Lots, the vote for each original Lot as shown on the original recorded final plat shall be attributed to the owner of the resubdivided Lot containing the most square footage of the original Lot. In no event shall the number of votes entitled to be cast exceed the number of Lots shown on the final plats of the Subdivision.

ARTICLE VIII
MEMBERSHIP MEETINGS

Annual meetings of the members of the Corporation shall be held for the purpose of electing a Board of Directors for the Corporation; provided, however, that until two (2) years after the Incorporator has sold all Lots in the Subdivision, the Incorporator shall have the right to appoint and replace any all directors of the Corporation. Other matters which may be considered at such annual meetings and the time and place of such annual meeting shall be determined in accordance with the by-laws. Special meetings of the Corporation may be called in accordance with the by-laws.

ARTICLE IX
POWERS AND MANAGEMENT

The powers and management of the Corporation shall initially be vested in, and exercised by, a Board of Directors of three (3) members. The number of directors shall be set forth in the by-laws and may be changed by the Board of Directors; provided, however, that until two (2) years after the Incorporator has sold all Lots in the Subdivision, the Incorporator shall have the right to appoint and replace any all directors of the Corporation.

The time and place for regular or special meetings of the Board of Directors shall be determined in accordance with the by-laws.

Failure to elect directors annually shall not dissolve the Corporation nor impair its corporate existence or management, but the directors then in office shall remain in office until their successors shall have been duly elected and installed.

A majority of the directors shall constitute a quorum, and a quorum shall be necessary to consider any question that may come before any meeting of the Board of Directors. If a quorum is not present at a duly assembled meeting, a majority of those present may adjourn the meeting from time to time, but may not transact any other business until a quorum is secured. A quorum being present, the affirmative vote of a majority of the directors present shall be necessary to decide any questions.

The Board of Directors shall have the power to make, alter, and annul such by-laws, rules or regulations for the government of the affairs of the Corporation as it may deem proper.

ARTICLE X
REGISTERED AGENT

The name and address of the Corporation's registered agent is as follows:

ROBERT L. WHITTINGTON
11890 Boylan Avenue
Baton Rouge, Louisiana 70809

ARTICLE XI
STOCK CLASSIFICATION

The Corporation is to be organized on a non-stock basis. The Incorporator shall be the first member of the Corporation. Other members may join at any time, subsequent to the purchase of a Lot. The fiscal year of the Corporation shall be from the 1st day of January in each year until the 31st day of December in the same year (*i.e.*, the calendar year); and each member, excluding the Incorporator, shall pay annual dues (in addition to assessments on Lots as provided for in the Restrictions), if any, as decided by a vote of the membership for each fiscal year, or fraction thereof, for which each member is a member of the Corporation. Each member of the Corporation, upon payment of dues as set forth above, shall be entitled to a Certificate of Membership, signed by the President and Secretary, for the fiscal year for which such dues are paid. If no dues have been authorized by the membership, then the only requirement for

membership is the ownership of a Lot, and receipt by the Corporation of a certified copy of the act conveying ownership. After a lapse of thirty (30) days after receipt of the required certified copy, payment of any dues, assessments, penalties, fines, or other levies against the purchased Lot, the member may vote and take part in the Corporation activities.

ARTICLE XII INCORPORATOR

The name and post office address of the Incorporator is as follows:

THE RESOURCE FOUNDATION, INC.
c/o Robert L. Whittington
P.O. Box 77930
Baton Rouge, Louisiana 70879

The signing of these Articles of Incorporation by the Incorporator shall act as its enrollment to membership in the Corporation. The Incorporator shall be exempt from payment of dues.

ARTICLE XIII BOARD OF DIRECTORS

The names and addresses of the first Board of Directors is as follows:

ROBERT L. WHITTINGTON
11890 Boylan Avenue
Baton Rouge, Louisiana 70809

E. D. LATIMER, IV
1011 Cherry Avenue
Nashville, TN 37203

BEN HU
10604 Coursey Blvd.
Baton Rouge, LA 70816

Until two (2) years after the Incorporator has sold all of the Lots in the Subdivision, the Incorporator shall have the right to remove any or all of the directors and to appoint replacement directors for any or all of the directors. The directors named above shall serve until the earlier of (a) appointment by the Incorporator of a successor while the Incorporator owns any Lot in the Subdivision, (b) the first annual meeting of the membership of the Corporation held two (2) years **after** the Incorporator has sold all of the Lots in the Subdivision and their successors are elected and qualified, or (c) removal, resignation or death. In the event a director is removed, resigns or dies, the remaining directors shall select a replacement, provided, however, that the Incorporator shall have the right to appoint replacements for directors who are removed, resign or die until two (2) years after the Incorporator has sold all of the Lots in the Subdivision.

ARTICLE XIV
NOTICES TO HOLDERS OF MORTGAGES

The Corporation shall give to each institutional holder of a first mortgage on a Lot which has made a request therefor, identified by Lot number, a thirty-day written notice of intent to (a) abandon or terminate the performance of its duties and obligations under the Restrictions; (b) materially amend these Articles of Incorporation or the by-laws of the Corporation; or (c) to change from professional management to self-management of any property managed by the Corporation or vice versa.

ARTICLE XV
INDEMNIFICATION

Each director and each officer of the Corporation and each member, director, officer, employee or agent of the Developer Design Control Committee of the Subdivision provided for under the Restrictions (the "Committee") shall be indemnified by the Corporation against all liabilities and expenses, including counsel fees, reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Corporation or a member, director, officer, employee or agent of the Committee at the time such expenses are incurred, unless the officer or director or member, director, officer, employee or agent of the Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. In the case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the Corporation's best interests. The above-described right of indemnification shall not be exclusive of all other rights to which such officer or director or member, director, officer, employee or agent of the Committee may be entitled but shall be in addition to such other rights.

ARTICLE XVI
DISSOLUTION

The Corporation may be dissolved with the consent given in writing and signed by not less than three-fourths ($\frac{3}{4}$) of the members. Upon dissolution of the Corporation, other than as incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to these for which the Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, trust, or other organization to be devoted to such similar purposes.

ARTICLE XVII
AMENDMENTS TO ARTICLES OF INCORPORATION

These articles may be amended at a general membership meeting held pursuant to a special ten-day notice of the amendments to be proposed. Either the Board of Directors or the members of the Corporation may originate a proposed amendment. The requirements of a general membership meeting to change these Articles may be waived in writing by three-fourths ($\frac{3}{4}$) of the members of the Corporation.

An amendment shall not be effective until it has received the approval of not less than two-thirds (2/3) of the entire membership of the Board of Directors and not less than three-fourths (3/4) of the entire membership of the Corporation. No amendment, modification, supplement or deletion shall be effective if it violates any of the provisions of the Restrictions.

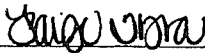
**ARTICLE XVIII
LIMITS OF LIABILITY**

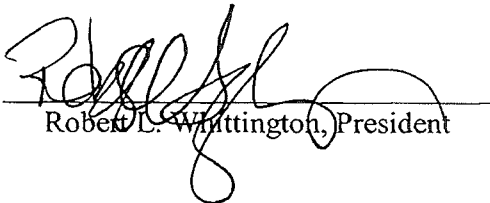
No member of the Corporation shall ever be held liable or responsible for contracts, debts, or defaults of the Corporation in any further sum than the unpaid dues, if any, owed by him to the Corporation (excepting assessments, charges, and fines provided for in the Restrictions) nor shall any mere informality in organization have the effect of rendering these Articles of Incorporation null and void or of exposing the members to any liability other than that above provided.

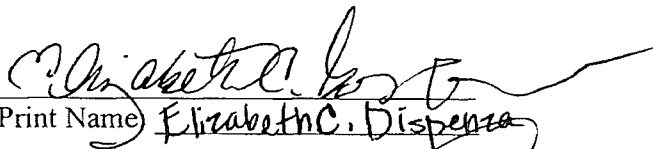
THUS DONE AND PASSED in Baton Rouge, Louisiana, on the date first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

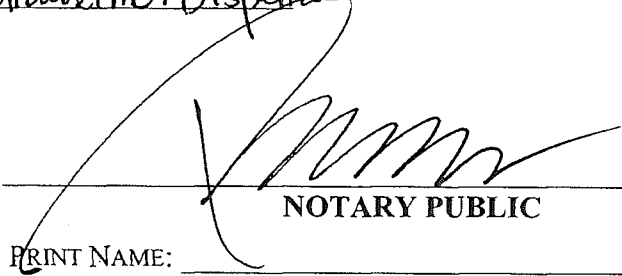
WITNESSES:

THE RESOURCE FOUNDATION, INC.


Print Name: Paige Tyra

By: 
Robert L. Whittington, President


Print Name: Elizabeth C. Dispenza



NOTARY PUBLIC

PRINT NAME: _____
Bar Roll/Notary ID No. _____
My Commission Expires: _____

**RALPH E. HOOD
Notary Public #6984
Parish of East Baton Rouge
State of Louisiana
Commission Expires at Death**

**AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED REGISTERED AGENT FOR
ACADIAN TRACE HOA, INC.**


STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN THAT, on the 9th day of June, 2010, before me, a Notary Public in and for the State and Parish aforesaid, personally came and appeared:

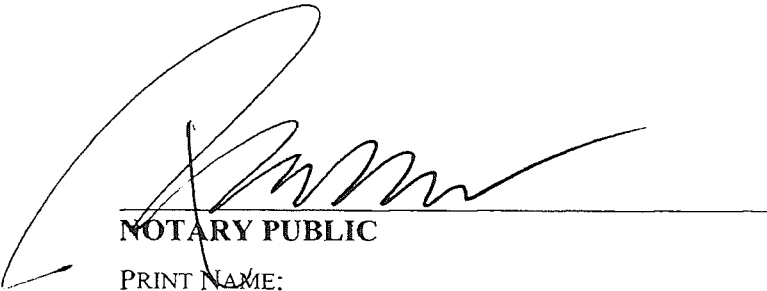
ROBERT L. WHITTINGTON

who is to me known, and who, after being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent of ACADIAN TRACE HOA, INC., which is a non-profit corporation organized under the laws of the State of Louisiana pursuant to the provisions of La.-R.S. 12:201-269, inclusive.



ROBERT L. WHITTINGTON, Registered Agent

SWORN TO AND SUBSCRIBED before me, Notary, on the day, month and year first above set forth.



NOTARY PUBLIC

**RALPH E. HOOD
Notary Public #6984
Parish of East Baton Rouge
State of Louisiana
Commission Expires at Death**

PRINT NAME: _____
Bar Roll/Notary ID No. _____
My Commission Expires: _____

NOTICE OF CHANGE

Charter Number: 40225956N

Name: ACADIAN TRACE HOA, INC.

ADDRESSES:

The street address (not a P.O. Box only) of the corporation's initial registered office is:

140 APSEN SQUARE SUITE H
DENHAM SPRINGS, LA, 70726

Mailing Address:

PO BOX 1057
DENHAM SPRINGS, LA, 70727

AGENTS:

Agent Name:

GEORGE A. KURZ
7696 VINCENT ROAD
DENHAM SPRINGS , LA, 70726

OFFICERS/DIRECTORS:

Officer/Director Name:

GEORGE A. KURZ (DIRECTOR)
7696 VINCENT ROAD
DENHAM SPRINGS, LA, 70726

JAKE D. LAMBERT (DIRECTOR)
7696 VINCENT ROAD
DENHAM SPRINGS, LA, 70726

DAVID STANTON (DIRECTOR)
7696 VINCENT ROAD
DENHAM SPRINGS , LA, 70726

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

TO BE ELECTRONICALLY SIGNED BY AN OFFICER OR DIRECTOR.

ELECTRONIC SIGNATURE: ADAM KURZ (3/19/2019)

TITLE: ASSISTANT VICE PRESIDENT OF D.R. HORTON

SECRETARY OF STATE






Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 40225956N

Charter Name: ACADIAN TRACE HOA, INC.

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)	Agent(s) Electronic Signature
03/19/2019	GEORGE A. KURZ	ADAM KURZ

<p>R. Kyle Ardoin Secretary of State</p> 	<p>DOMESTIC CORPORATION ANNUAL REPORT For Period Ending 6/9/2020</p>	 40225956N  2020											
<p>Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)</p> <p>40225956 N ACADIAN TRACE HOA, INC.</p> <p>PO BOX 1057 DENHAM SPRINGS, LA 70727</p>	<p>1</p>	<p>(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)</p> <p>Registered Office Address in Louisiana (Do not use P. O. Box) 140 APSEN SQUARE SUITE H DENHAM SPRINGS, LA 70726</p>											
		<p>Federal Tax ID Number</p>											
<p>Our records indicate the following registered agents for the corporation. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P. O. Box. A NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE GEORGE A. KURZ 7696 VINCENT ROAD DENHAM SPRINGS, LA 70726</p>													
<p>I hereby accept the appointment of registered agent(s).</p>	<p>Sworn to and subscribed before me on NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #</p>												
<p>New Registered Agent Signature</p>	<p>Notary Signature</p>	<p>Date</p>											
<p>This report reflects a maximum of three officers or directors from our records for this corporation. Indicate any changes or deletions below. Include a listing of all names along with each title held and their address. Do not use a P. O. Box. If additional space is needed attach an addendum.</p>													
<p>GEORGE A. KURZ 7696 VINCENT ROAD DENHAM SPRINGS, LA 70726</p> <p>JAKE D. LAMBERT 7696 VINCENT ROAD DENHAM SPRINGS, LA 70726</p> <p>DAVID STANTON 7696 VINCENT ROAD DENHAM SPRINGS, LA 70726</p>	<p>Director</p> <p>Director</p> <p>Director</p>												
<p>The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.</p>													
<p>SIGN →</p>	<p>To be signed by an officer or director Jennifer Paige Morgan (SIGNED ELECTRONICALLY)</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Title</td> <td style="width:33%;">Phone</td> <td style="width:34%;">Date</td> </tr> <tr> <td>Agent</td> <td></td> <td>06/04/2020</td> </tr> <tr> <td colspan="2">Email Address</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">(For Office Use Only)</td> </tr> <tr> <td colspan="2">ON FILE</td> </tr> </table>	Title	Phone	Date	Agent		06/04/2020	Email Address		(For Office Use Only)	ON FILE	
Title	Phone	Date											
Agent		06/04/2020											
Email Address		(For Office Use Only)											
ON FILE													
<p>Enclose filing fee of \$10.00</p> <p>Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple</p> <p>web site: www.sos.louisiana.gov</p>		<p>Return by: 6/9/2020</p> <p>To: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704</p>											
<p>DO NOT STAPLE</p>		<p>3</p>											

UNSIGNED REPORTS WILL BE RETURNED

Livingston Parish Recording Page

Jason B. Harris
Clerk of Court
PO Box 1150
Livingston, LA 70754-1150
(225) 686-2216

Received From :
LISKOW & LEWIS
701 POYDRAS ST
STE 5000
NEW ORLEANS, LA 70139

First VENDOR

RESOURCE FOUNDATION INC

First VENDEE

DR HORTON INC GULF COAST

Index Type : Conveyances

File Number : 940348

Type of Document : Deed

Book : 1342 Page : 130

Recording Pages : 6

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana.

On (Recorded Date) : 01/16/2019

At (Recorded Time) : 12:05:42PM



Kbondreaux
Deputy Clerk



Doc ID - 012873620006

Return To :

Do not Detach this Recording Page from Original Document



STATE OF LOUISIANA
PARISH OF LIVINGSTON

ACT OF CASH SALE

BE IT KNOWN that on the date and at the place designated below, before the undersigned witnesses and notary public, duly commissioned and qualified as such, personally came and appeared:

THE RESOURCE FOUNDATION, INC., a Tennessee non-profit corporation, whose address is 50 Vantage Way, Suite 107, Nashville, TN 37228, appearing herein through E.D. Latimer, IV, its duly authorized Chief Executive Officer pursuant to the attached certified "Resolution of The Resource Foundation, Inc.";

(hereinafter referred to as "Seller")

who declared and said, that as of January 15, 2019, (the "Effective Date"), for the price and consideration, and on the terms and conditions hereinafter expressed, Seller does by this act, grant, bargain, sell, convey, transfer, assign, set over and deliver, with a warranty of title limited to acts and claims arising by, through or under Seller, and with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, unto:

D. R. HORTON, INC. – GULF COAST, a Delaware corporation whose address is 4306 Miller Road, Suite A, Rowlett, TX 75088, appearing herein through its duly authorized representative;

(hereinafter referred to as "Purchaser"),

the following described immovable property to wit:

LOTS 2-6, 8, 10-13 (inclusive), 15, 17-19 (inclusive), 22-24 (inclusive), 26, 28-33 (inclusive), 35-39 (inclusive), 41-48 (inclusive), 50-54 (inclusive), 56-60 (inclusive), 62, 64, 66, 68, 70-76 (inclusive), 78, 79, 81-87 (inclusive), 89-92 (inclusive), 94-97 (inclusive), 99, 100-105 (inclusive) and 107, in Acadian Trace Subdivision, Livingston Parish, Louisiana, as shown on that certain final plat for Acadian Trace made by Ronald K. Ferris, dated April 8, 2008, recorded in Plat Book 59, Page 452, Entry No. 667721, official records of the Clerk and Recorder for Livingston Parish, Louisiana,

together with all the buildings and improvements located thereon and all the rights, ways, privileges, servitudes and appurtenances thereon to belonging or in anywise appertaining and any and all rights and claims, whether personal or real, against third parties arising out damages of any type to said property or in any other manner including, but not limited to, the right to enforce obligations regarding the past, present, or future environmental condition of said property (the "Property").

TO HAVE AND TO HOLD, as of the Effective Date, unto Purchaser, its heirs, successors and assigns forever, with full substitution and subrogation in and to all rights and actions of warranty which Seller may have against all preceding owners or vendors, hereby subrogating the Purchaser to all such rights and actions, to be by itself enjoyed and exercised in the same manner as they might have been by the Seller.

THIS SALE IS MADE AND ACCEPTED for and in consideration of the price and sum of **TWO MILLION TWO HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$2,257,600.00) DOLLARS** cash, the receipt and adequacy of which is acknowledged by Seller and full acquittance and discharge given therefor.

The Property is sold "as-is", without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Purchaser expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient or imperfect that Purchaser would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code 2520 et seq. with respect to Seller's warranty against latent or hidden defects of the property sold, or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541 et seq., or for fitness for Purchaser's ordinary use pursuant to Civil Code Articles 2524 et seq. or for any warranties or claims under Civil Code Article 2475 (ownership, peaceful possession, absence of defects and fitness for intended use), Civil Code Article 2489 (condition), or Civil Code Articles 2500 et seq. (eviction), Purchaser hereby declaring that it is buying at its own peril and risk, or any other applicable law, not even for a return of the purchase price. Purchaser forfeits the right to avoid the sale or reduce the Purchase Price on account of some hidden or latent vice or defect in the property sold. Seller expressly subrogates Purchaser to all rights, claims and causes of action Seller may have arising from or relating to any hidden or latent defects in the property. This provision has been called to the attention of the Purchaser and fully explained to the Purchaser, and the Purchaser acknowledges that he has read and understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.

GAK Purchaser's Initials

The parties hereto agree that the taxes for the year 2019 will be prorated accordingly between them as of the Effective Date. In accordance with La. R.S. 9:2721(B), from and after the Effective Date of this Cash Sale, (a) the name of the person responsible for all property taxes and assessments is Purchaser, and (b) all property taxes and assessment notices should be mailed to the following address:

D. R. Horton, Inc. – Gulf Coast
7696 Vincent Road
Denham Springs, LA 70726
Attn: Adam Kurz

The parties hereto waive the attachment of mortgage, conveyance, and tax certificates and relieve and release the undersigned Notary Public from all responsibility in connection therewith.

[SIGNATURE PAGES TO FOLLOW]

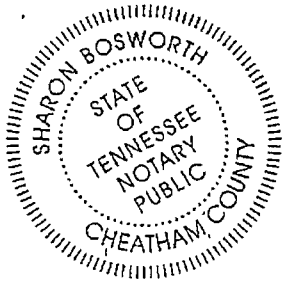
THUS DONE AND SIGNED on the 8th day of January, 2019, but effective as of the Effective Date, by The Resource Foundation, Inc., Seller, at DAVIDSON COUNTY, TENNESSEE, in the presence of the undersigned Notary Public and competent witnesses, who hereunto sign their names with Seller after due reading of the whole.

WITNESSES:

Barbara A. Holland
Printed name: Barbara A. Holland
Cynthia Latimer
Printed name: Cynthia Latimer

SELLER:

[Signature]
THE RESOURCE FOUNDATION, INC.
By [Signature]
E.D. Latimer, IV, Chief Executive Officer



Sharon Bosworth
NOTARY PUBLIC
Print Name: Sharon Bosworth
Bar or Notary ID# N/A
My appointment expires: 04/28/2019

THUS DONE AND SIGNED on the 8th day of January, 2019, but effective as of the Effective Date, by D.R. Horton, Inc. – Gulf Coast, Purchaser, at DALLAS, Texas, in the presence of the undersigned Notary Public and competent witnesses, who hereunto sign their names with Purchaser after due reading of the whole.

WITNESSES:

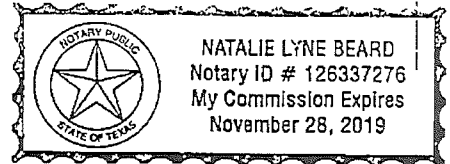
[Signature]
Printed name: Ryan Christensen
[Signature]
Printed name: Jeff Vallee

PURCHASER:

D.R. HORTON, INC. – GULF COAST
By: [Signature]
Name: Adam Kraatz
Title: Assistant Vice President

Natalie Lyne Beard
NOTARY PUBLIC

Print Name: _____
Bar or Notary ID# _____
My appointment expires: _____





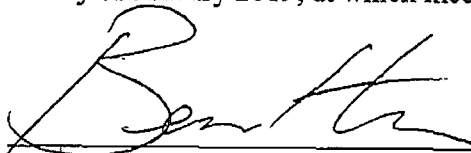
RESOLUTION OF
THE RESOURCE FOUNDATION, INC.

BE IT RESOLVED that, for January 1, 2019 to March 31, 2020, E. D. Latimer, IV, Chief Executive of The Resource Foundation, Inc., a Tennessee non-profit corporation, or his properly delegated assigns who must receive prior approval by E. D. Latimer, IV as Chief Executive, be and is hereby authorized and empowered for and on behalf of the Corporation, to enter into assigned business transactions, including but not limited to, the purchase, the borrowing of money and associated encumbering of property, sale, donation, transfer, quitclaim and/or conveyance of any immovable property owned or acquired by the said Corporation, and to execute any and all contracts or other documents pertaining thereto or necessary to carry out the authority granted in this resolution, and upon such terms and conditions as the above named officer may determine fit and proper in the normal and ordinary course of business, and for the sale of all of TRF's property and other holdings including Acadian Trace.

BE IT FURTHER RESOLVED that, for January 1, 2019 to March 31, 2020, the above-named officer for this Corporation, be and is hereby further authorized on behalf of this Corporation to mortgage and/or encumber any immovable property owned by the said corporation, and to borrow from any lender and/or lenders, in an amount and upon such terms and conditions as the above named officer may determine fit and proper or necessary to carry out the authority granted in this resolution.

CERTIFICATE

I, Ben Hu, Secretary, hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of The Resource Foundation, Inc., held on the 4th day of January 2019, at which meeting a quorum was present and voting.


Secretary- Ben Hu

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of Louisiana

Lindsey Lee, et al.

Plaintiff(s)

v.

D. R. Horton, Inc. - Gulf Coast, et al.

Defendant(s)

Civil Action No. 21-442-SDD-EWD

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Acadian Trace HOA, Inc. through their agent for service of process, George A. Kurz 7696 Vincent Rd. Denham Springs, LA 70726

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Jack K. Whitehead, Jr. Whitehead Law Firm 11909 Bricksome Ave., Ste. W-3 Baton Rouge, LA 70816

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of Louisiana

Lindsey Lee, et al.

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v.

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Defendant(s)

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UNITED STATES DISTRICT COURT

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UNITED STATES DISTRICT COURT

for the

Middle District of Louisiana

Lindsey Lee, et al.

Plaintiff(s)

v.

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Defendant(s)

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for the

Middle District of Louisiana

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Date: _____

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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of Louisiana

Lindsey Lee, et al.

Plaintiff(s)

v.

D. R. Horton, Inc. - Gulf Coast, et al.

Defendant(s)

Civil Action No. 21-442-SDD-EWD

SUMMONS IN A CIVIL ACTION

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