

i. the rights of certain Owners to the exclusive use of those portions of the Common Area designated Exclusive Common Area as more particularly described in Article 14; and

j. the right of Declarant or the Association to grant servitudes over the Common Area to "tax-exempt organizations" pursuant to Section 10.27.

Provided, that Owners in the Residential Association shall not use any portion of the Common Area designated as commercial on the Initial Plat without the prior written consent of Declarant or the Commercial Association, and Owners in the Commercial Association shall not use any portion of the Common Area designated as residential on the Initial Plat without the prior written consent of Declarant or the Residential Association.

Provided, further, that as a condition to the use of the easements and rights granted to Owners of commercial property, their guests and tenants, the Commercial Association shall pay ten (10%) percent of the costs of maintaining the residential Common Area, as set by the Board of the Residential Association.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, subject to reasonable regulation as provided for in this Section 15.1 and Article 6. An Owner who does not reside within the Property shall be deemed to have assigned all rights to use and enjoy the recreational facilities within the Common Area to the occupants of such Owner's Lot.

Section 15.2 Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, repairs and construction work, and to store materials in secure areas in the Lots and Common Area, and to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the applicable Board. The Declarant is hereby granted an easement through the Common Area as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising special Declarant rights, whether arising under the Act or reserved in this Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development for Acadia Plantation and the right to withdraw and convey fee interest in the Improvements within the easements.

Section 15.3 Servitudes for Encroachment. There shall be reciprocal appurtenant servitudes for encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or setting or shifting of the improvements constructed, reconstructed, or altered on a Lot or the Common Area (in accordance with the terms of this Declaration) to a distance of not more than one (1') foot on a Lot and to a distance of not more than three (3') feet on Common Area, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall any servitude for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the applicable Association.

Section 15.4 Servitudes for Common Roads. Declarant reserves for itself, its successors and assigns, a nonexclusive easement and servitude for use of the Common Roads.

Section 15.5 Signs; Marketing. The Declarant reserves the right to post signs and displays in the Common Area to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

Section 15.6 Servitudes for Utilities.

a. There are hereby reserved unto Declarant, its successors and assigns, so long as Declarant owns any portion of the Property, and hereby granted to, and for the benefit of, Declarant, the Associations, Acadia Plantation, and to the designees of each (which may include, without limitation, any municipality or public or private utility company) access and maintenance servitudes upon, across, over, and under all of the Property to the extent necessary for the purpose of replacing, repair, and maintaining cable television systems, master television antenna systems, security and similar systems, Roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within servitudes designated for such purposes on recorded plats of the Property.

b. This servitude shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Lot, and any damage to a Lot resulting from the exercise of this servitude shall promptly be repaired by, and at the expense of the Person exercising the servitude. The exercise of these servitudes shall not unreasonably interfere with the use of any Lot and, except in an emergency entry onto any Lot shall be made only after notice to the Owner or occupant.

c. Declarant specifically grants to the local water supplier, electric company, and natural gas supplier servitudes across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of these servitudes shall not extend to permitting entry into the Dwelling on any Lot, nor shall any utilities be installed or relocated on the Property except as approved by the applicable Board or Declarant.

d. Either Declarant (for so long as Declarant owns any portion of the Property) or an Association may at any time make a partial assignment, to any public or private utility company, or any Governmental Authority, of the servitudes reserved by Declarant, and granted to such Association, in the preceding subparagraphs of this Section 15.6. Whether or not such assignment by Declarant or the Association expressly states, the assignment shall be partial and nonexclusive and Declarant and the Association shall continue to have the servitude reserved and granted herein, to be used on a nonexclusive basis with each other and with any public or private utility company, or any Governmental Authority to whom such assignment was made. Neither Declarant nor the Association shall have any liability or responsibility to each other or to any Owner for (1) any damages caused by any public or private utility company, or any Governmental Authority, or (2) for failure to provide any utility services to any Owner or to the Association.

e. To the extent any Governmental Authority, any public utility or any private utility uses any of the Utility Easements within Acadia Plantation, and/or to the extent that Declarant, an Association or any assignee of Declarant or such Association (all of whom are collectively referred to as "grantee" in this subparagraph d.) use or exercise any of the rights granted and reserved under this Section, then and in that event: (a) whenever reasonably possible, the lines and facilities to be constructed and installed within the Utility Easements shall be placed

underground, (b) each grantee shall respect the reasonable use of the servitudes by the other grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the Utility Easements by all grantees; (c) each grantee, after any use of the servitude areas or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with use of the servitude granted pursuant to this Section and which are damaged through the reasonable exercise of the servitudes granted pursuant to this Section; (d) each grantee who is an assignee of Declarant or such Association, by its use of the servitude area or exercise of the rights herein granted pursuant to this Section, does hereby agree to defend and hold its assignor (whether Declarant or the Association), together with its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective grantee in the construction, installation, repair, alteration and maintenance of the said water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities pursuant to the servitudes granted under this Section. Declarant, the Association, each Governmental Authority, each public utility and each private utility agree that (i) it accepts the right to use the said Utility Easements subject to the right of Owners to construct Buildings on Lots which have soffits, Eaves, Stairs, Stoops, balconies and/or Fascia which encroach on and over the said Utility Easement by no more than twenty-four (24") inches measured from the boundary of the Utility Easement nearest to the interior of the Lot going out toward the exterior boundary of the Lot, provided that any such encroachment is at least ten (10) feet above the finished ground elevation in the area of the encroachment, and (ii) it may never request that the Owner remove any such soffits, Eaves, Stairs, Stoops, balconies or Fascia, which encroach on the said Utility Easement consistent with the conditions of this Section.

f. Those areas located on Lots and identified as utility niches are not to be considered as part of the Utility Easement or subject to any servitude in favor of any Governmental Authority or any public or private authority. All such utility niche areas shall be used solely, in the absence of approval from the Design Review Board to the contrary, for the placement of utility meters and, on Alley-Loaded Lots, for the storage of garbage cans and other receptacles for the storage of garbage.

Section 15.7 Police Powers. Declarant reserves for itself, its successors and assigns, and grants to the Association, a blanket easement and servitude throughout Acadia Plantation for private patrol services, and for police powers and services supplied by the local, state and federal governments.

Section 15.8 Servitudes for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself and its successors, assigns, and designees, the nonexclusive right and servitude, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Common Area to (a) install, keep, maintain and replace pumps in order to provide water for the irrigation of any of the Common Area; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration.

Declarant's rights and servitudes provided in this Section shall be transferred to the applicable Association at such time as Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. Declarant, the Associations, and their designees shall have an access servitude over and across any of the Property abutting or containing any portion of any

of the lakes, ponds, streams, or wetlands to the extent necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Declarant, and its designees, and granted to the Associations, for itself and its designees, a perpetual, nonexclusive right and servitude of access and encroachment over the Common Area and Lots (but not the Dwellings thereon) adjacent to or within fifty (50') feet of lake beds, ponds, and streams within the Property, in order; (a) to temporarily flood and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds, streams and wetlands within the Common Area; (c) to maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams, and wetlands; and (d) to enter upon an across such portions of the Property to the extent reasonably necessary for the purpose of exercising its rights under this Section. All persons entitled to exercise these servitudes shall use reasonable care in, and repair any damage resulting from the intentional exercise of such servitudes. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural disasters.

Section 15.9 Servitudes to Serve Additional Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, successors-in-title, assigns, licensees, and mortgagees, a perpetual nonexclusive servitude over the Common Area for the purposes of enjoyment, use, access, and development of the Property, and over any additional property which is annexed subject to this Declaration. This servitude includes, but is not limited to, right of ingress and egress over the Common Area for construction of Roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the servitude is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the applicable Association to share the cost of maintenance of any private roadway serving such property.

Section 15.10 Servitudes for Golf Courses (If Developed).

a. Each portion of the Property is burdened with a servitude permitting golf balls unintentionally to come upon such property and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of such property to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this servitude shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this servitude:

- (1) Declarant, as the Declarant of this Declaration;
- (2) the Associations or their Members (in their capacities as such);
- (3) successors-in-title to any Golf Course, or assigns;
- (4) any successor to Declarant;
- (5) any Builder or contractor (in their capacities as such);

(6) any officer, director, member or partner of any of the foregoing, or any officer or director of any member or partner.

b. The owners of the Golf Courses, their respective agents, successors and assigns, shall at all times have a right and non-exclusive servitude of access and use over those portions of the Common Area reasonably necessary to the operation, maintenance, repair and replacement of their respective Golf Courses.

c. The Property immediately adjacent to the Golf Courses is hereby burdened with a non-exclusive servitude in favor of the adjacent Golf Courses for overspray of water from the irrigation system serving the Golf Courses. Under no circumstances shall the Associations or the owners of the Golf Courses be held liable for any damage or injury resulting from such overspray or exercise of this servitude.

d. The owners of the Golf Courses, their respective successors and assigns, shall have a perpetual, exclusive servitude of access over the Property for the purpose of retrieving golf balls from bodies of water within the Common Area lying reasonably within range of golf balls hit from their respective golf courses.

Section 15.11 Servitude for Maintenance, Emergency and Enforcement. Declarant, the Associations, and their respective designees shall have the right, but not the obligation to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance pursuant to Article 9 hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents, which right may be exercised by any member of the applicable Board, Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties.

Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacity.

Section 15.12 Servitude for Special Events. Declarant hereby reserves for itself, its successors, assigns and designees, a perpetual, non-exclusive servitude over the Common Area for the purpose of conducting parades, running, biking, or other sporting events, educational, cultural, artistic, musical and entertainment activities, and other activities of general community interest, at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of this servitude may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Lot to take no action, legal or otherwise, which would interfere with the exercise of such servitude. The Associations shall not take any action which would interfere with or otherwise attempt to restrict the exercise of this servitude.

Section 15.13 Servitude for Use of Private Streets. Declarant hereby creates a perpetual, nonexclusive servitude for access, ingress and egress over the private streets within the Common Area, for law enforcement, fire fighting, paramedic, rescue and other emergency vehicles, equipment and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel, private delivery or courier services, and for vehicles, equipment and personnel

providing garbage collection service to the Properties; provided, such servitude shall not authorize any such Persons to enter the Properties except while in their official capacities.

Section 15.14 Alleys. Declarant reserves for itself, its successors and assigns, and grants to the Associations, their Members, and all future Owners of Lots, a nonexclusive servitude of passage (for use by vehicles, bicycles and pedestrians) on and across those portions of Acadia Plantation that are labeled and designated as "Alley" or rights of passage on the Initial Plat and on any plat filed in conjunction with any Supplemental Declaration, subject to the provisions of this Declaration. On the Initial Plat, Alleys are identified by the label "30' Right of Passage".

Section 15.15 Servitudes for Stormwater Drainage and Retention. Each portion of the Property is hereby subjected to a non-exclusive servitude appurtenant to and for the benefit of each other portion of the Property for the purpose of stormwater drainage and runoff in accordance with the master drainage plan established by Declarant for the Property, which servitude shall include, but shall not be limited to, the right to tie in to existing stormwater drainage facilities and to divert stormwater runoff from each Lot into such stormwater drainage facilities at such points and in such manner as approved by Declarant, and for the flow of stormwater runoff over the Property to such points and from such points through the stormwater drainage facilities into wetlands, ponds, or other retention facilities within or outside the Property. The foregoing servitudes shall be subject to any and all restrictions regarding quantity, rate and quality of discharge which Declarant may hereafter impose or which may be imposed on the Property, Declarant or any Owner by any governmental entity having jurisdiction.

Section 15.16 Tenants; Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations of its Association, such Owner's right to enjoyment to the Common Area to the members of his family, his tenants or his guests who reside on the Lot or are accompanied by the Owner. The applicable Association may adopt rules to prohibit or restrict dual use of the Common Area recreational facilities by both an Owner and the Owner's tenant, except when the Owner is a bona fide guest of the tenant.

Section 15.17 Wetlands. This Declaration is subject to any rights of Governmental Authorities in any portion of Acadia Plantation which may be considered wetlands or protected coastal areas.

ARTICLE 16 SHARED STRUCTURES

Section 16.1 General Rules of Law to Apply. Each wall, Garden Wall, Fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 16.2 Maintenance. All Owners who make use of any party structure shall share the cost of reasonable repair and maintenance of such structure equally in accordance with Article 9.

Section 16.3 Damage; Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired

out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal portions. However, such contribution will not prejudice the right to call for a larger contribution for the other users under any rule of law regarding liability for negligent or willful acts or omissions.

Section 16.4 Right to Contribution Runs With Land . The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

Section 16.5 Disputes . Any dispute concerning a party structure shall be subject to the dispute resolution procedures set forth in Article 19.

Section 16.6 Costs for Construction of Garden Walls.

a. **Voluntary Garden Walls.** If an Owner of a Lot is permitted, but not required, to construct a Garden Wall, and such Owner elects to construct a Garden Wall, then the Owner who elects to so construct a Garden Wall shall bear the full cost of such construction, unless the Lot is adjacent to another Lot and the adjacent Lot Owner agrees to bear a portion of the cost of construction. The adjacent Lot Owner shall not have any obligation, however, to agree to pay for any portion of the cost of the construction of the Garden Wall. Regardless of who pays the cost of construction of a Garden Wall, the cost of maintenance of the Garden Wall shall be divided equally between the Owners of the Lots between which the Garden Wall is constructed. The cost of maintaining any Garden Wall constructed within the confines of the boundary of a Lot that is not bounded by another Lot shall be borne in full by the Owner of the Lot upon which the Garden Wall is constructed. Each Owner, by executing a cash sale, deed or other instrument pursuant to which such Owner acquired title to a Lot, acknowledges and agrees to the obligations set forth herein with respect to the cost of construction of any Garden Wall and the maintenance of same. Notwithstanding the foregoing, Declarant shall not be required to share in the cost of maintaining any Garden Wall; all such costs are to be paid by the Owner of any Lot who has purchased the Lot from Declarant.

b. **Mandatory Garden Walls.** If a Garden Wall is required to be constructed on the boundary of a Lot that is not bounded by another Lot along that boundary, then the Owner shall bear the full cost of construction of the Garden Wall, as well as the maintenance of same. If the Design Code requires that a Garden Wall be constructed along the boundary between two (2) adjacent Lots, then the first of the Owners of the said Lots to construct a Dwelling, Building or other Improvements on his/her Lot shall be required to construct the Garden Wall, at his/her cost and expense; the adjacent Lot Owner shall, in such cases, be offered the opportunity to pay fifty (50%) percent of the actual cost of same. Notwithstanding the foregoing, the Owner so constructing a Garden Wall, or his/her successors or assigns in the event the Owner that constructed the Garden Wall no longer owns the Lot in question, shall be entitled to reimbursement from the then Owner of the adjacent Lot when plans for the construction of a Dwelling, Building or other Improvements on the adjacent Lot are presented for approval pursuant to Article 8, such amount of reimbursement owed to the Owner who constructed the said Garden Wall being hereby fixed at seventy-five (\$75.00) dollars per linear foot for masonry Garden Walls and thirty-five (\$35.00) dollars per linear foot for wood Garden Walls effective as of recordation of this Declaration, subject to escalation at a rate of one-quarter (.25%) percent per month hereafter, regardless of the actual cost of construction of the said Garden Wall. Regardless of how the cost of construction of a Garden Wall is determined or divided, the cost of maintenance of the Garden Wall shall be divided equally between the Owners of the Lot

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between which the Garden Wall is constructed. Each Owner, by executing a cash sale, deed or other instrument pursuant to which such Owner acquired title to a Lot, acknowledges and agrees to the obligations set forth herein with respect to the cost of construction of any Garden Wall and the maintenance of same. The obligation to share costs of construction and maintenance of a Garden Wall apply only to that portion of a Garden Wall which is constructed as a common wall along a boundary between two (2) Lots. Notwithstanding the foregoing, Declarant shall not be required to share in the cost of maintaining any Garden Wall, all such costs to be paid by the Owner of any Lot who has purchased the Lot from Declarant.

ARTICLE 17 GOLF COURSES (IF DEVELOPED)

Section 17.1 Ownership and Operation of Golf Courses. All Persons, including all Owners, hereby acknowledge that no representations or warranties have been or are made by Declarant or any other Person with regard to the continuing existence, ownership or operation of the Golf Courses and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by Declarant. Further, the ownership and/or operation of the Golf Courses may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations of one or more of the Golf Courses by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the Golf Course to an "equity" club or similar arrangement whereby the Golf Courses or the rights to operate it are transferred to an entity which is owned or controlled by its members; or (c) the transfer of ownership or control of the Golf Courses to one or more affiliates, shareholders, employees, or independent contractors of Declarant. No consent of the Association, any Owner, or any other Person shall be required to effectuate such transfer or conversion.

Section 17.2 Right to Use. Neither membership in the Associations nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the Golf Courses. Rights to use the Golf Courses will be granted only to such Persons, and on such terms and conditions, as may be determined from time to time by the respective owner(s) of the Golf Course. The owner(s) of the Golf Courses shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Golf Courses, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

Section 17.3 View Impairment. Neither Declarant, the Associations, nor the owners or operators of the Golf Courses guarantee or represent that any view over and across the Golf Courses from adjacent Lots will be preserved without impairment. The owners of the Golf Courses, if any, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping to preserve their respective Golf Courses from time to time. In addition, the owners of the Golf Courses may, in their sole and absolute discretion, change the location, configuration, size and elevation of the tees, bunkers, fairways and greens on their respective Golf Courses from time to time. Any such additions or changes to the Golf Courses may diminish or obstruct any view from the Units and any express or implied servitudes for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 17.4 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the owner(s) of the Golf Courses, no amendment to this Article, and no amendment in derogation of any rights reserved or granted to the owners of the Golf Courses by other provisions of this Declaration, may be made without the written approval of the owner(s) of the affected Golf Courses. The foregoing shall not apply, however, to amendments made by Declarant.

Section 17.5 Jurisdiction and Cooperation It is Declarant's intention that the Associations and the owners of the Golf Courses shall cooperate to the maximum extent possible in the operation of the Property and the Golf Courses. Each shall reasonably assist the other in upholding the Community-Wide Standard. The Associations shall have no power to promulgate rules and regulations affecting activities on or use of the Golf Courses.

PART FIVE: RELATIONSHIPS WITHIN AND OUTSIDE ACADIA PLANTATION

Acadia Plantation's growth and success depends on the ability to cooperatively work through relationships formed between members of the community with other members as well as neighbors of the community. A livable, workable, enjoyable community requires good faith and cooperation by members and others to amicably resolve disputes and to protect the rights of others who have an interest in the community.

ARTICLE 18 DECISION MAKING

Section 18.1 General. Most day-to-day decisions about the maintenance of Acadia Plantation and enforcement of the Declaration are the responsibility of the Association Boards, acting on their members' behalf. For those decisions requiring Members' approval, the Community Meeting provides a public opportunity for discussion.

Section 18.2 Articles and Bylaws. The Articles and Bylaws of the Associations, which create the Associations as non-profit corporations and provide certain procedures for their corporate organizations, are attached as Exhibits "C-1" and "C-2" and Exhibits "D-1" and "D-2", respectively, to this Declaration.

Section 18.3 Community Meeting. The order of meeting set forth in this Section shall apply to meetings of each Association.

a. **Call.** The Community Meeting shall be called annually for the election of directors to serve on the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members, as more fully set forth in the Bylaws.

b. **Quorum.** Voting at a Community Meeting requires presence or proxy of Members representing the percentage of votes established by the Board as necessary to transact business. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than twenty-five (25%) percent nor more than fifty (50%) percent, unless otherwise required by statute. Notwithstanding any inference herein to the contrary, until termination of the Class "B" membership, presence of the Class "B" Member at a Community Meeting and a quorum of the Class "A" membership shall be required in order for the Members to effectively vote on any issue brought before the Association's membership.

c. **Notice.** Notice of any meeting of the Members must be given to the Members at least ten (10) days but not more than thirty (30) days before the meeting, except in an

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emergency when whatever notice is reasonable, in the sole discretion of the Board, shall be given to the Members.

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

Section 18.4 Association Board Meetings. The provisions set forth in this Section shall apply to the Board of Directors of each Association.

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

b. **Quorum.** Voting at a Board meeting requires presence of at least one-half (1/2) of the directors, in person or by telephone conference or, if allowed by state law, by proxy. If not prohibited by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the directors of the Board.

Section 18.5 Record Keeping. The Boards shall keep records of all meetings, both of the Board and of the Members. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member of the Associations.

Section 18.6 Notice of Status of Member. With the exception of those Owners who acquire title to a Lot from Declarant, each Owner shall, upon acquiring title to a Lot, immediately give written notice to the applicable Association at its registered office that he/she/it has acquired ownership of a Lot, which notice shall include a copy of the cash sale, deed or other instrument pursuant to which such Owner acquired title to a Lot. The applicable Board and the Members shall be entitled to rely on its records for the purpose of determining the identity and address of Members, as of the date any notice is to be given, or any decision is to be made. There is no obligation on the part of the Associations to check the records of Lafourche Parish, Louisiana at any time for the purpose of determining the identities of the Owners of Lots. Although the Associations may, on occasion check the records of Lafourche Parish, Louisiana for the purpose of identifying Owners of Lots, such actions shall not be considered as creating any obligation on the part of the Associations to check the records of Lafourche Parish, Louisiana at any time thereafter for the purpose of determining the identities of the Owners of Lots. The records of the Associations, for the purpose of identifying Members entitled to notice

of any meeting of Members, shall consist of (i) the cash sales, deeds or other instruments pursuant to which Declarant initially transferred title to Lots, and (ii) those notices given to the Associations pursuant to the requirements of this Section.

Section 18.7 Effective Date of Ownership for Purpose of Notice. Notice of any meeting of the Members shall be considered as having been duly and properly given, if given to those Persons entitled to notice based on the records of the Associations, as described in Section 18.6, as of the date any notice is given of said meeting.

ARTICLE 19 LITIGATION MATTERS AND DISPUTE RESOLUTION

The provisions of this Article 19 shall apply to each Association and their respective Boards and Members.

Section 19.1 Consensus for Association Litigation. Except as provided in this Section, the Association shall not commence judicial or administrative proceedings without the prior approval of at least seventy-five (75%) percent of the Voting Members. A Voting Member representing Lots owned by Persons other than himself shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners holding seventy-five (75%) percent of the total votes attributable to Lots in the Neighborhood represented by the Voting Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Governing Documents (including, without limitation, the foreclosure of liens); (b) the imposition and collection of Assessments as provided in Article 12; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 19.2 Alternative Method for Resolving Disputes. Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "**Bound Parties**"), agree to encourage the amicable resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to use good faith efforts to resolve those claims, grievances or disputes described in Section 19.3 ("**Claims**") using the procedures set forth in Section 19.4 before filing suit in any court.

Section 19.3 Claims . Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligation and duties of any Bound Party under the Governing Documents, or relating to the design or construction of Improvements on the Property, shall be subject to the provisions of Section 19.4. Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 19.4:

- a. any suit by the Association against any Bound Party to enforce the provisions of Article 12;
- b. any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in

order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article 6, Article 7 and Article 8;

c. any suit between Owners which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

d. any suit in which any indispensable party is not a Bound Party; and

e. any suit which otherwise would be barred by any applicable statute of limitations.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 19.4.

Section 19.4 Mandatory Procedures.

a. **Notice.** Any Bound Party having a Claim ("**Claimant**") against any other Bound Party ("**Respondent**") (collectively, the "**Parties**") shall notify each Respondent in writing (the "**Notice**"), stating plainly and concisely:

(1) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(3) Claimant's proposed remedy; and

(4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

b. Negotiation.

(1) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(2) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if the Association is not a Party and the Board, in its discretion, believes its efforts will be beneficial to the Parties and to the welfare of the community.

c. Mediation.

(1) If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("**Termination of Negotiations**"). Claimant shall have thirty (30) additional days within which to submit the Claim to mediation pursuant to the provisions of this subparagraph c.

(2) If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from

any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(3) Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation**"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

d. Arbitration.

(1) If the Parties do not resolve the Claim through mediation, the Claimant shall have thirty (30) days following the Termination of Mediation notice by the mediator to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit "E" or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to Persons not a Party to the foregoing proceedings.

(2) Unless the Parties agree in writing to be bound by the arbitrator's decision (the "**Award**") prior to the commencement of arbitration proceedings under the foregoing paragraph, any Party shall be free to reject the Award and sue in a court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.

Section 19.5 Allocation of Costs of Resolving Claims.

a. Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 19.4, subparagraphs a., b. and c., including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 19.4, subparagraph c.

b. Each Party shall bear all of its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 19.4, subparagraph c. and share equally in the costs of conducting the arbitration proceeding pursuant to Section 19.4, subparagraph d. (collectively, "**Post Mediation Costs**"), except as otherwise provided in this subsection.

Section 19.6 Rejection of Award. If any of the Parties rejects the Award and pursues a judicial resolution under Section 19.4, subparagraph d. (2), and the final judgment is either the same as the Award or more advantageous to any non-rejecting Party, each non-rejecting Party shall be entitled to recover its Post Mediation Costs from the rejecting Party. If there is more than one rejecting Party, such non-rejecting Party's Post Mediation Costs shall be allocated pro rata among all rejecting Parties.

Section 19.7 Enforcement of Resolution . If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 19.4 and any Party thereafter fails to abide by the terms of such Agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 19.4. In such event, the Party

taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' and paralegals' fees and court costs.

ARTICLE 20 MORTGAGEES

Section 20.1 General. The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Property. The provisions of this Article apply to both this Declaration and the Bylaws, notwithstanding any other provisions contained therein.

Section 20.2 Notices of Action. Any institutional holder, insurer or guarantor of a first Mortgage who provides a written request to the applicable Association stating its name and address and the street address of the Lot to which its Mortgage relates shall be deemed a Mortgagee and shall be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material portion of Property or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Mortgagee;
- b. Any delinquency in the payment of assessments or charges owned by a Lot subject to the Mortgage or such Mortgagee, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Unit or the Owner or occupant which is not cured within sixty (60) days;
- c. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- d. Any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 20.3 Additional Provisions. If any portion of the Property is subject to a condominium form of ownership then the provisions of this Section 20.3 shall apply. Unless at least sixty-seven (67%) percent of the first Mortgagees or Owners or Voting Members, as applicable, representing at least sixty-seven (67%) percent of the total Class "A" votes in the Association and the Class "B" Member consent, the Association shall not:

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the respective Association owns, directly or indirectly (the granting of servitudes for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);
- b. Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (actions by the respective Board or provisions of any declaration subsequently recorded on any portion of the Property regarding assessments for Service Areas or other similar areas shall not be subject to this provision where such action or subsequent declaration is otherwise authorized by this Declaration);

c. By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Lots and the Common Area (the issuance and amendment of the Design Documents, procedures, and Use Restrictions and Rules shall not constitute a change, waiver, or abandonment within the meaning of this provision);

d. Fail to maintain insurance as required by this Declaration; or

e. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Section 20.4 Other Provisions for First Mortgagees. To the extent not inconsistent with Louisiana law:

a. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the applicable Association.

b. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Mortgagees of first Mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to Mortgages held by Mortgagees are allocated.

c. Any election to terminate an Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Mortgagees of first Mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to Mortgages held by such Mortgagees are allocated.

d. An election to terminate an Association under any other circumstances shall require the consent of Voting Members representing at least sixty-seven (67%) percent of the Class "A" votes and of the Class "B" Member, so long as it owns any land subject to this Declaration, and the approval of the Mortgagees of first Mortgages on Lots to which at least sixty-seven (67%) percent of the votes of Lots subject to a Mortgage held by a Mortgagee appertain.

Section 20.5 Amendments to Documents . Notwithstanding any provision contained in Article 23 of this Declaration, the approval of Mortgagees of first Mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a Mortgage held by an Mortgagee appertain shall be required to materially amend any provisions of this Declaration, the Bylaws or the Articles provided that such provisions are for the sole, express benefit of holders, guarantors, or insurers of those first Mortgages on Lots.

Section 20.6 No Priority . No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 20.7 Notice to Association. Upon request, each Owner shall be obligated to furnish to its Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 20.8 Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

Section 20.9 Construction of Article 20. Nothing contained in this Article shall be construed to reduce the percentage of vote that must otherwise be obtained under the Declaration, Bylaws, or Louisiana law for any of the acts set out in this Article.

Section 20.10 Declarant's Right of First Refusal and Right to Repurchase. No unimproved Lot, or interest therein, upon which construction has not begun within one hundred twenty (120) days from the date of its initial sale shall be sold or transferred unless and until the Builder or Owner shall have first offered to sell such unimproved Lot to Declarant under the same terms and at the same price for which such Lot was originally sold, and Declarant has waived, in writing, its right to purchase such unimproved Lot. If a Builder or Owner has not begun construction upon the Lot within five hundred forty (540) days from the date of its initial sale to such Builder or Owner, Declarant shall have the right to purchase the Lot under the same terms and at the same price for which such Lot was originally sold. For purposes of this Section, the date upon which construction is deemed to have begun shall be the date on which the slab for the primary Building shall be poured.

PART SIX: CHANGES IN ACADIA PLANTATION

Traditional neighborhood developments constantly change and adapt to new circumstances, needs, residents, surrounding areas and laws as time passes. Acadia Plantation and its Governing Documents must be able to change and adapt with each new experience while protecting the purpose and intent of the community.

ARTICLE 21 CHANGES IN LOT OWNERSHIP

Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the applicable Board at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as such Board may require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by such Board, notwithstanding the transfer of title.

ARTICLE 22 CHANGES IN COMMON AREA

Section 22.1 Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the applicable Board acting on the written direction of Voting Members representing at least sixty-seven (67%) percent of the total Class "A" votes in the Association and of Declarant, as long as Declarant owns any portion of the Property) by any authority having the power of condemnation or eminent domain, each

Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

a. If the taking involves a portion of the Common Area on which Improvements have been constructed, the applicable Association shall restore or replace such Improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any portion of the Property, and Voting Members representing at least seventy-five (75%) percent of the total Class "A" votes in such Association, shall otherwise agree. Any such construction shall be in accordance with plans approved by its Board. The provisions of Section 11.7 regarding funds for the repair of damage or destruction shall apply.

b. If the taking does not involve any Improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as its Board shall determine.

Section 22.2 Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Article shall not prohibit a Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

Section 22.3 Transfer or Dedication of Common Areas. An Association may dedicate portions of its Common Area to the City of Thibodaux and/or Parish of Lafourche, Louisiana, or to any other local, state, or federal governmental or quasi-governmental entity, subject to such approval as may be required by this Declaration.

ARTICLE 23 AMENDMENT OF THE DECLARATION

Section 23.1 By Declarant. Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any purpose, provided the amendment has no materially adverse effect upon any material rights of any affected Owner. Thereafter, Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination which is in conflict therewith; (ii) to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. So long as Declarant still owns any portion of the Property for development, it may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner. Rights reserved to Declarant may not be amended without the specific consent of Declarant. Notwithstanding any statement or inference to the contrary in this Declaration, Declarant specifically reserves and has the absolute and unconditional right, so long as it is a Class B Member, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan

Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

Section 23.2 By Members. Except as otherwise set forth elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing two-thirds (2/3) of the total Class "A" votes in the Associations, other than Declarant, and the consent of Declarant, so long as Declarant owns any portion of the Property and/or has an option to subject additional property to this Declaration pursuant to Article 4. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Section 23.3 Limitation. Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the total votes of the Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.

Section 23.4 Supplemental Declarations. Declarant and the Associations shall always have the right to make Supplemental Declarations without the consent of any Members, and the rights of Declarant and the Associations set forth in this Section may not be withdrawn or otherwise modified without the consent of Declarant and the Boards. It is expressly stated that any Supplemental Declaration may, without any approval of the Members, add, modify or otherwise supplement provisions of this Declaration, as originally filed or as same may be subsequently amended, and which will effectively (1) change (whether through increasing, lessening or otherwise) any or all restrictions on use otherwise, which would otherwise be applicable to property added to Acadia Plantation pursuant to a Supplemental Declaration including without limitation thereto all such restrictions contained in Article 6, but such changes shall only relate to and effect the Lots and other property added to Acadia Plantation pursuant to the Supplemental Declaration, and (2) change (whether through increasing, lessening or otherwise) any or all building restrictions and/or other covenants, which would otherwise be applicable to property added to Acadia Plantation pursuant to a Supplemental Declaration including without limitation all such building restrictions and/or other covenants contained in Article 7 and Article 8, in the Design Documents, but such changes shall only relate to and effect the Lots and other property added to Acadia Plantation pursuant to the Supplemental Declaration. Notwithstanding any inference herein to the contrary, no Supplemental Declaration shall be deemed to have modified any provisions of this Declaration applicable to Lots included within Acadia Plantation prior to the filing of said Supplemental Declaration unless the Supplemental Declaration expressly states such intention and unless the Supplemental Declaration also qualifies as an amendment to this Declaration pursuant to this Article.

Section 23.5 Design Code. The Design Review Board shall always have the right to amend and modify the Design Code without the consent of the Members, and the Boards shall always have the right to adopt and file amendments to this Declaration which contain modifications of the Design Code adopted by the Design Review Board. The rights of the Design Review Board and the Association set forth in this Section may not be withdrawn or otherwise modified without the consent of the Design Review Board and the Boards.

Section 23.6 Effective Date of Amendments.

a. **General.** Amendments to this Declaration shall become effective upon recordation in the public records of Lafourche Parish, Louisiana, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

b. **Other.** Notwithstanding any inference herein to the contrary, no amendment or modification of this Declaration shall affect or bear on the construction of Buildings within Acadia Plantation to the extent that such Buildings have been constructed prior to the adoption of such modifications or other amendment to the Design Documents; but such modifications and changes shall be effective with respect to any alterations or other additions to Buildings constructed after the date of such amendments or modifications to this Declaration. Amendments and modifications to this Declaration shall be effective with respect to any conduct within Acadia Plantation, or use of Lots, made after the date of such amendment or modification including without limitation thereto any such conduct or use occurring prior to such amendment or modification, and whether or not such conduct or use is continuing at the time of such amendment or modification. Notwithstanding anything to the contrary contained herein, Declarant, the ARC or a Board of Directors of an Association, as applicable, may require an Owner to conform any nonconforming use to current standards and guidelines if the cost of such conformance does not exceed \$5,000.00.

Section 23.7 Validity. If an Owner consents to any amendment to this Declaration or its applicable Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 23.8 Effect on Rights or Privileges. No amendment may, directly or indirectly, remove, revoke, or modify the status, or any right or privilege, of the Joint Committee, Declarant or the Class "B" Member without the written consent of the Joint Committee, Declarant, or the Class "B" Member, respectively (or the assignee of such right or privilege).

Section 23.9 Exhibits. Exhibits "A", "B", "C-1", "C-2", "D-1", "D-2", "E" and "F" attached to this Declaration are incorporated herein by this reference and any amendment to such exhibits shall be governed by this Article, except as otherwise specifically provided in this Declaration. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

Section 23.10 Duration; Termination. The Reservations and all other terms and provisions contained in this Declaration shall run with and bind Acadia Plantation and shall inure to the benefit of and be enforceable by Declarant, the Associations, and all Owners of property within Acadia Plantation, their respective legal representatives, heirs, successors or assigns for twenty years, and shall be automatically extended for succeeding ten (10) year periods unless an instrument signed by Declarant, so long as Declarant owns any portion of the Property, and Owners representing ninety (90%) percent of the votes of the Members shall have been recorded agreeing to terminate the Declaration as of a specified date. This Declaration may also be terminated in any of the following ways:

a. **Unanimous Consent.** The Declaration may be terminated at any time by the consent in writing of all Owners and with the consent of the Declarant, so long as Declarant owns any portion of the Property.

b. **Dedication of Common Area.** The Declaration may be terminated by consent in writing by the Members representing two-thirds (2/3) of the votes in the Associations and by consent of Declarant, so long as Declarant owns any portion of the Property, if the Common Area have been accepted for dedication or taken by eminent domain by the appropriate Governmental Authority (except that Alleys or footpaths between two (2) Lots may be divided evenly between the adjacent Lot Owners in accordance with this Declaration).

Section 23.11 Condemnation. In accordance with Section 22.1, if all or part of the Common Area is taken or condemned by any Governmental Authority having the power of eminent domain, all compensation and damages shall be paid to the applicable Association. Its Board shall have the right to act on behalf of such Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE 24 MISCELLANEOUS

Section 24.1 Sales Office. Notwithstanding any language in this Declaration to the contrary, as long as Declarant owns any Property in Acadia Plantation, Declarant shall have the right and privilege to maintain general and sales offices in and about Acadia Plantation, including model homes, and to have their employees present on the premises to show property within Acadia Plantation, use the Common Area and, without limitation, to do any and all other things necessary or appropriate by them to sell or lease Lots, homes, or other property, all without charge or contribution to the Associations except that Declarant will owe Assessments to the extent provided in Section 12.16 herein; provided, however, that such activities shall be carried on in such a manner as will not unreasonably interfere with enjoyment of the Lot(s).

Section 24.2 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of Acadia Plantation as a TND. The captions of the various Articles, Sections and provisions in this Declaration are for convenience only and in no way define, limit, or describe the scope of this Declaration, or the intent of any provision hereof. All references to particular Sections or Articles shall, except as otherwise expressly stated, be deemed to be references to those particular Sections or Articles of this Declaration.

Section 24.3 Use of Materials or Components. The use of any material or components as indicated within the Design Documents or this Declaration shall be solely at the risk of the Owner of a Lot and shall import no liability to the Associations, Declarant or their assigns. The materials listed in the Design Documents or in this Declaration are not intended to constitute or otherwise create any representations, guarantees, or warranties to any party in relation to the structural integrity or adequacy when used for any component of Improvements to be built within Acadia Plantation. It shall be the responsibility of the Owner, or other proposer, when considering usage of any material on any project within Acadia Plantation to have an independent review and evaluation of the adequacy of any component or element contained herein to assure their acceptability for the intended end uses.

Section 24.4 No Waiver. The waiver by any party of a breach of any provision of this Declaration, the Design Documents or the Rules and Regulations of the Associations, shall not operate or be construed as a waiver of any subsequent breach of that provision by any party. Failure to enforce any provision of this Declaration, the Design Documents or the Rules and Regulations, shall not be deemed a waiver of the right to do so at any time thereafter and shall

not operate or be construed as a waiver of the right to enforce such provision at a later date, even if under identical circumstances and even if involving the same parties.

Section 24.5 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of the Lot as that address is stated on the records of its Association, as described in Section 18.6, at the time of the mailing. The date of mailing shall be deemed the date of giving of notice, except that the date of actual receipt shall be the date of the giving of any notice of change of address.

Section 24.6 Gender; Number. The use of the masculine gender in this Declaration shall be deemed to include the feminine, or neuter, and the singular shall include the plural, wherever the context so requires.

Section 24.7 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Louisiana.

Section 24.8 Severability. If any one or more of the provisions (or any part thereof) of this Declaration, the Design Documents or of the Rules and Regulations of the Associations, shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby, and the balance of this Declaration, the Design Documents and the Rules and Regulations shall remain in full force and effect. If any provision, or subpart of a provision, of this Declaration is for any reason and at any time determined to be invalid, illegal or unenforceable (a) it is expressly stated that such determination shall be applicable only to the parties involved in the arbitration or court proceeding in which such determination has been rendered, and then only to the particular facts and circumstances presented to the arbitrator(s) or court; (b) where a provision is determined to be invalid, illegal or unenforceable because it is determined to be excessively broad, the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to reform the subject provision by declaring it limited and reduced to make it compatible with applicable law; and (c) the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to declare that provision or subpart reformed so as to eliminate only the portion of same which is determined to be invalid, illegal or otherwise unenforceable, so that the balance of said provision is allowed to remain in full force and effect.

Section 24.9 Owner's Acceptance. By accepting title to any of the Lots or other property included now, or in the future, within Acadia Plantation, each Owner agrees that he accepts title to said Lot or other property subject to the terms, provisions and acknowledges of: (a) this Declaration, (b) the Design Documents, (c) any Rules and Regulations of the Associations that may be subsequently adopted, from time to time, by the Associations or their Boards, and all modifications thereto, and (d) any future amendments to this Declaration and/or the Design Documents adopted pursuant to the terms and provisions of this Declaration.

[signature page follows]

EXECUTED by Declarant as of the date and year first above written, in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

ACADIA AGRICULTURAL HOLDINGS,
L.L.C., DECLARANT

Angela C Cortez

BY: [Signature]
RONALD J. ADAMS, CO-MANAGER

Brigitte H. Ledit

BY: [Signature]
JACOB A. GIARDINA, CO-MANAGER

[Signature]
NOTARY PUBLIC
Printed Name: HAROLD M. BLOCK
Notary Identification No. or Bar Roll No.: 3150
My Commission expires: AT MY LIFE

EXHIBIT "A"
DESCRIPTION OF PROPERTY

A certain tract or parcel of land containing 6.246 acres or 272,110 sq. ft., situated on a portion of Acadia Plantation, located in Section 90, Township 15 South, Range 16 East, City of Thibodaux, Lafourche Parish, Louisiana and being more particularly described as follows:

Commencing at the intersection of the northwesterly right of way line of Acadia Woods Drive and the northeasterly property line of Acadia Woods Subdivision, said point being the "POINT OF BEGINNING" and labeled "P.O.B.,"

Then, continuing along said property line, North 06 degrees 45 minutes 05 seconds West a distance of 569.93 feet to a point;

Then, North 76 degrees 51 minutes 33 seconds West a distance of 252.03 feet to a point;

Then, departing said property line, North 21 degrees 12 minutes 11 seconds West a distance of 218.58 feet to a point;

Then, South 81 degrees 52 minutes 46 seconds East a distance of 327.63 feet to a point;

Then, North 08 degrees 07 minutes 14 seconds East a distance of 210.00 feet to a point;

Then, South 81 degrees 52 minutes 46 seconds East a distance of 289.00 feet to a point, said point being located along the westerly right of way line of Acadia Woods Drive;

Then, continuing along said right of way line, South 08 degrees 07 minutes 14 seconds West a distance of 767.08 feet to a point;

Then, South 12 degrees 36 minutes 05 seconds West a distance of 51.38 feet to a point;

Then, South 24 degrees 00 minutes 57 seconds West a distance of 41.55 feet to a point;

Then, South 34 degrees 09 minutes 38 seconds West a distance of 53.52 feet to a point;

Then, South 48 degrees 36 minutes 47 seconds West a distance of 65.15 feet to a point;

Then, South 68 degrees 36 minutes 59 seconds West a distance of 35.68 feet to the "POINT OF BEGINNING."

{B0309189.4}

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EXHIBIT "B"
INITIAL PLAT

SEE ATTACHED PLAT
BY ACADIA LAND SURVEYING, L.L.C.
DATED 2/21/06

{B0309189.4}

134

EXHIBIT "C-1"
ARTICLES OF INCORPORATION OF THE RESIDENTIAL ASSOCIATION

TO BE FILED

{B0309189.4}

135

EXHIBIT "C-2"
ARTICLES OF INCORPORATION OF THE COMMERCIAL ASSOCIATION

TO BE FILED

{B0309189.4}

136

EXHIBIT "D-1"
BYLAWS OF THE RESIDENTIAL ASSOCIATION

TO BE FILED

(B0309169.4)

137

EXHIBIT "D-2"
BYLAWS OF THE COMMERCIAL ASSOCIATION

TO BE FILED

{B0309189.4}

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EXHIBIT "E"
RULES OF ARBITRATION

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("**Arbitration Notice**").
2. Each Party shall select an arbitrator ("**Party Appointed Arbitrator**"). The Party Appointed Arbitrators shall, by agreement, select one of two neutral arbitrators ("**Neutral(s)**") so that the total arbitration panel ("**Panel**") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within twenty (20) days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("**Chair**").
3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice Claimant may notify any Louisiana chapter of The Community Associations Institute which shall appoint one Neutral ("**Appointed Neutral**"), notifying the Appointed Neutral and all Parties ("**Arbitrator**"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.
4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstances likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("**Bias Disclosure**"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.
5. The Arbitrator or Chair, as the case may be ("**Arbitrator**") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties.
6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings.
7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.
8. There shall be no stenographic record of the proceedings.
9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.
10. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

11. The Arbitrator shall declare the hearings closed when satisfied the record is complete.
12. There will be no post-hearing briefs.
13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than fourteen (14) days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.
14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.
15. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

EXHIBIT "F"
ARCHITECTURAL STANDARDS AND ARCHITECTURAL TYPOLOGIES

TO BE FILED

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APPENDIX A

DEFINITIONS

"Acadia Agricultural Holdings, L.L.C.": a Louisiana Limited Liability Company, or any successor, successor-in-title or assign who is assigned any of the rights, duties, responsibilities and obligations of Acadia Agricultural Holdings, L.L.C., but only to the extent of such written and recorded assignment.

"Acadia Plantation": All property which is now or hereafter made subject to this Declaration or any Supplemental Declaration.

"Alley": A vehicular passageway designed to provide secondary and/or service access to the rear of certain Lots. Design speed shall not exceed fifteen (15) miles per hour. Each Alley is shown on the Initial Plat as an area shown and designated as a "30' Right of Passage" The rearmost 15 feet of each lot that borders an Alley (and sidemost 15 feet if side boundary also borders an Alley) constitutes one-half (1/2) the Alley on which that Lot borders.

"Alley-Loaded Lot": A Lot which is bordered on its rear and/or side (which is opposite a boundary of the Lot facing a Street) by an Alley and the rear most and/or sidemost 15 feet of which constitutes part of the Alley.

"Apartment": A Dwelling not coinciding with an individual Lot such that the Lot is shared with other apartments and/or another use category.

"Architectural Standards": Standards that define, identify and discuss the various elements within the Property and the selected Architectural Typology and styles, as set forth in Article 8 and in the Design Code.

"Architectural Typology" or "Architectural Typologies": Images and text that define major features and principle sub-types of each architectural style described in Article 8 and in the Design Code.

"Articles of Incorporation" or "Articles": The Articles of Incorporation of an Association, as filed with the Secretary of State for the State of Louisiana, as amended from time to time, copies of which are attached hereto as Exhibit "C-1" and "C-2".

"Assessment Lien": The lien held by the Associations to secure the payment of their Assessments and other charges, as described in Section 12.17.

"Assessments": Assessments levied on all Lots subject to assessment under Article 12 to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 12.3. Assessments include the following charges:

General Assessment. The amount assessed to, and due from, all Members of the Association to meet the Association's annual budgeted expenses and cash requirements, as described in Sections 12.3 and 12.4.

Neighborhood Assessment. An amount assessed to, and due from, each Owner of a Lot within a Neighborhood for special services or capital improvements within a Neighborhood, as discussed in Section 12.9.

Individual Lot Assessment. An amount assessed to and due from, an Owner of a particular Lot for charges relating only to that Lot, as provided in Section 12.12.

Service Area Assessment. Assessments levied against the Lots in a particular Service Area to fund Service Area Expenses, as described in Section 12.6.

Special Assessment. An amount assessed to, and due from, each Owner of a Lot within a Neighborhood for capital improvements or emergency expenses, in accordance with the provisions of Section 12.10.

Specific Assessment. Assessments levied in accordance with Section 12.11.

"Association": When referred to herein and unless the context so requires, Association shall individually mean the Residential Association or the Commercial Association and shall collectively mean the Residential Association and the Commercial Association, as the entities who are responsible for maintaining their respective portions of the Property in Acadia Plantation and enforcing this Declaration in accordance with the terms and provisions herein.

"Attic": The storage area within the pitch of a roof. An attic shall not count against the story height limitations of the TND Ordinance.

"Automotive Use": The selling, servicing, and/or repairing of motorized wheeled vehicles.

"Avenue": A type of Street Section within Acadia Plantation, as described in the Design Code.

"Back Lane": A type of Street Section within Acadia Plantation, as described in the Design Code.

"Balustrade": An entire railing system along the edge of a balcony, including a top rail and its balusters and, at times, a bottom rail.

"Bay": A part of a Building that is marked-off by vertical elements.

"Bay Window": A recessed or opening in a wall, or an extension of a Building wing.

"Bed Room": A room in a Dwelling or Apartment. For the purpose of calculating off-street parking requirements, rooms such as studies, dens, and libraries shall be considered a Bed Room if they have an adjacent or adjoining bathroom.

"Bikeways": Thoroughfares dedicated specifically to, or available for, bicycle use. The general network of thoroughfares, if correctly dimensioned, is generally usable by cyclists sharing lanes with motor vehicles moving slowly. Specialized accommodation is required only where the speed of traffic precludes sharing.

"Block": The aggregate of Lots and Alleys circumscribed by public use tracks, generally Streets and Common Roads.

"Board of Directors" or "Board": The body responsible for administration of an Association,

selected as provided in the Bylaws of the Association and possessing all the powers as a board of directors generally possesses under Louisiana corporate law.

"Boulevard": A long-distance, free movement thoroughfare traversing an urbanized area, which is flanked by parking, sidewalks, and planters buffering the Buildings along the sides. Also, a type of Street Section within Acadia Plantation, as described in the Design Code.

"Builder": Any Person which purchases one (1) or more Lots for the purpose of constructing Improvements for later sale to consumers or parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business.

"Building": Any Dwelling or other structure constructed on any Lot. If permitted by the Design Code and approved by the Design Review Board, a Building may be attached to another Building and share party walls.

"Building Cover": The horizontal land area occupied by a Building at finished grade, excluding open Porches, Loggia, projections, and overhangs of less than two (2') feet.

"Building Type Guidelines": Plats that provide a plan view of each Building type on each Lot width within each Village Zone.

"Business": Any of the following uses: retail, professional or commercial office, public and/or private school, conference center, wholesale business, service, such as gas stations, or small, light manufacturing not imposing noxious environmental impact (e.g. noise, smoke, odor, dust, vibration, or glare).

"Bylaws": The Bylaws of an Association, copies of which are attached hereto as Exhibits "D-1" and "D-2", respectively, as they may be amended from time to time.

"Carport": An open air structure with a weatherproof roof to shelter automobile(s), which is no more than one (1) Story in height.

"Chamfered": A right angle corner cut symmetrically at forty-five (45) degrees.

"Civic Building Reservations": The systematic reservation of sites for civic Buildings. Civic sites should be associated with honored locations at plazas or Squares, or at the terminations of vistas.

"Civic Uses": Premises used by organizations considered to support the common good and therefore accorded special treatment within TNDs. Civic Uses include educational, cultural, social, service, and religious not-for-profit organizations.

"Cladding": Exterior surface material of a Building.

"Clapboard Siding": A siding commonly used as an exterior covering on a Building of frame construction applied horizontally and overlapped with the grain running lengthwise which is thicker along the lower edge than along the upper edge.

"Class "B" Control Period": The period of time during which the Class "B" Member is entitled to appoint a majority of the Board of Directors, as set forth in the Bylaws, and such other rights as described herein, more particularly described in Section 10.14, subparagraph c.

"Classical Proportions": A series of ratios developed over the course of centuries and believed to result in pleasing proportions for Buildings and Building elements. Based on Greek and Roman principles, various systems for Classical Proportions were developed and modified through the centuries.

"Classical Orders": The design of systems of columns and Cornices derived from Ancient Roman and Greek precedence defined by the trivialis and modified by the ages by Italian, French, and English architects. This system of columns controls the dimensions of the Cornices they carry. Columns within Acadia Plantation are based upon Claude Perrault's ordinance of the five (5) types of columns: Tuscan, Doric, Ionic, Corinthian, and Composite.

"Coffee House": A restaurant with no more than forty (40) seats or no more than six (6) full-time equivalent employees and which is open for business not more than fourteen (14) hours per day.

"Colonnade": A roofed structure supported by columns.

"Commercial Association": Acadia Plantation Commercial Owners Association, 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 of those portions of the Property in Acadia Plantation designated as commercial on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions herein, as more fully described in Section 10.3 herein. The Commercial Association may also serve as a merchant's association as set forth in Section 10.3 herein.

"Commercial Street": A Street appropriate for commercial Buildings at center and core zones. Trees are confined by individual planters, creating a sidewalk of maximum width, with areas accommodating Street furniture.

"Commercial Use": A general category of Building use which includes office, retail and manufacturing uses but excludes residential, lodging, and civic uses.

"Common Area": All immovable property within Acadia Plantation (including, without limitation, all real rights, streets, right-of-ways and servitudes), designated for the common use and enjoyment of all Owners, which is the responsibility of an Association, and which the applicable Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. Common Area shall also include any Improvements on that immovable property, all servitudes and personal property for the Owners' common use, and any other property of any type specifically designated as Common Area. The term shall include the Exclusive Common Area, as defined below. The Common Area shall not be dedicated for use by the general public, except as set forth in this Declaration.

"Common Expenses": The expenses incurred or anticipated to be incurred by the Associations for the general benefit of all Lots, including any reasonable reserves, as their Boards may find necessary and appropriate pursuant to this Declaration, the applicable Bylaws, and the applicable Articles of Incorporation. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Voting Members representing a majority of the total Class "A" votes and by Declarant, as long as Declarant owns any Lots. Common Expenses shall include Service Area Expenses.

"Common Roads": The Streets and Roads located within Acadia Plantation which are intended for automobile traffic. Common Roads are part of the Common Area. Title to servitudes in the Common Roads may be granted, transferred and sold to the Association. Common Roads may also be dedicated, partially or in their entirety, to the City of Thibodaux and the Parish of Lafourche, Louisiana by Declarant or an Association. Unless otherwise indicated, Common Roads includes Streets and Roads.

"Community Meeting": The annual meeting of the Members as described in Section 18.3.

"Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Property, which shall not be lower than the standards established by the Joint Committee, for all Property within Acadia Plantation. Such standard is expected to evolve over time as development progresses and may be more specifically determined by the Board of Directors, Declarant, the Design Review Board, and the board of directors of the Joint Committee.

"Corinthian": The most ornate of the three (3) classical orders of architecture marked by a slender fluted column having an ornate bell-shaped capital decorated with acanthus leaves.

"Corner Lot": A Lot situated at the juncture of two (2) or more Streets or Common Roads.

"Cornice": An ornamental molding at the meeting of the roof and wall, usually consisting of bed molding, soffit fascia and crown molding.

"Cottage House": A relatively small one- (1) or one-and-a-half- (1 ½) story single family detached house on a Lot, usually with rear-loaded parking. Cottage houses can be grouped, facing a mews, small Common Area or Green in a court. A cottage court is often, but not always, arranged in a U-shape. Lots are separated from the Common Area only by a sidewalk, path or non-vehicular way. Parking is from rear lanes, Alleys, or in a common, rear-loaded lot.

"Courtyard": An open space surrounded by walls and Buildings measuring twelve (12') feet at its minimum depth.

"Courtyard Apartment Building": A pedestrian-oriented equivalent to conventional garden Apartments, either for rent or for sale. A Courtyard Apartment Building is three (3) or more Stories, and can be combined with non-residential uses on the ground floor. The Building can be configured in a U-shape or open square, with parking integral to the Building, below grade, or in an open Lot to the rear. The Courtyard Apartment Building has a relatively shallow Setback from the Street; in the town center or urban locations, the structure is built to the sidewalk edge and, to provide privacy and a sense of security, the first living floor is elevated significantly above grade.

"Curb Radius": The curved edge of the Street at an intersection measured at the inner edge of the parking lane.

"Deck": Any wooden platform without a solid roof structure.

"Declarant": Acadia Agricultural Holdings, L.L.C. and its successors and assigns. A Person shall be deemed a successor and/or assign of Declarant only if such Person is specifically designated in a duly recorded instrument as a successor and assign of Declarant under this Declaration, and shall be deemed a successor and assign of Declarant only as to the particular

rights or interests of Declarant under this Declaration which are specifically designated by Declarant in such written instrument. However, a successor to Declarant by consolidation or merger shall automatically be deemed a successor or assign of Declarant under this Declaration.

"Declaration": This act titled Declaration of Covenants, Conditions, and Restrictions for Acadia Plantation, together with all exhibits and attachments to same, as the same may be amended or modified from time to time pursuant to the terms of the Declaration, and any other juridical act imposing Reservations upon the Property, as the same may be amended from time to time and properly filed of record in the public records of Lafourche Parish, Louisiana, and any and all Supplemental Declarations filed pursuant to Section 23.4.

"Dentil": One of a series of small rectangular blocks forming an architectural molding or projecting beneath a Cornice.

"Design Code": The document titled Acadia Plantation Design Code, prepared by Architects Southwest, as the same may be amended or modified from time to time pursuant to the terms of the Declaration. The initial Design Code is by this reference incorporated herein and made a part hereof.

"Design Documents": The Design Code, Architectural Standards, and Landscape Code as set forth in Section 8.5.

"Design Review Board": The panel established by Section 8.4 of this Declaration.

"Developable Land": All of the real property described on Exhibit "A" and shown on Exhibit "B" to this Declaration, as it may be amended, whether or not the same has been subjected to this Declaration, exclusive of any wetlands, bodies of water, and property subject to conservation servitudes or similar servitudes requiring that it be maintained in its natural state.

"Development Right": Any right of Declarant as set forth in Article 5 of this Declaration.

"Doric": The column and entablature developed by the Dorian Greeks, sturdy in proportion with a simple cushion capital.

"Dormers": A structure projecting from a sloping roof usually housing a window or ventilating louver.

"Driveway": A vehicular access way within a private Lot connecting a Garage to a thoroughfare.

"Dwelling": Any complete Building designed or intended for use and occupancy as a residence by a Single Family Unit.

"Eaves": The lowest overhanging part of a sloping roof.

"Edge House": A large single family detached house designed for an edge or Boulevard condition, often with front-loaded parking. As with the Neighborhood House, the Garage, attached or detached, is set well back from the front façade.

"Exclusive Common Area": A portion of the Common Area intended for the exclusive use or

primary benefit of one (1) or more, but less than all, Lots, as more particularly described in Article 14.

"Fascia": The wall of a Building parallel to and corresponding to a Frontage Line.

"Fence": A closure of front, side or rear yard area on a Lot, measuring three (3') feet, six (6") inches high.

"Footprint": The total area of a structure as measured at the ground level. When enclosed space is located above a Porch or cantilevered out from the lower floor, the Footprint of heated and cooled space shall include the enclosed space on the upper level.

"Freeze": A plain or decorated horizontal part of an entablature between the architrave and Cornice.

"Frontage Line": The Lot line which coincides with the Street track.

"Gable": The vertical triangular portion of the end of a Building having a double sloping roof from the level of the Cornice or Eaves to the ridge of the roof.

"Garage": An enclosed structure to shelter automobiles with a maximum door opening height of ten (10') feet.

"Garden Structure": Pavilions, gazebos, harbors, Pergolas, and other similar structures no more than one (1) Story in height.

"Garden Wall": A seven (7') foot high closure of a side or rear yard area constructed with masonry or stucco.

"Golf Course": (If Developed)

"Governing Documents": This Declaration, any applicable Supplemental Declaration, the Design Code, the Bylaws of each Association, the Articles of Incorporation of each Association, the Use Restrictions and Rules, and the Rules and Regulations of the Associations, as they may be amended from time to time, as more particularly described in Section 2.3 of this Declaration.

"Governmental Authority": (i) The United States of America, (ii) the State of Louisiana, (iii) any other State of the United States of America, (iv) any political subdivision of any of the foregoing, (v) any agency, department, commission, board or bureau of any of the foregoing, and (vi) any parish, municipality, tribunal, instrumentality or court having jurisdiction over Acadia Plantation or any of the uses that may be made of Lots or other portions of Acadia Plantation.

"Green": A medium-sized public space available for unstructured recreation, circumscribed by Building facades, its landscape consisting of grassy areas and trees, naturalistically disposed and requiring only limited maintenance. Green could include any amenities that support any intended recreational use.

"Green Street": A type of Street Section within Acadia Plantation, as described in the Design Code.

"Hipped Roof": A roof which slopes upward from all four (4) sides of a Building requiring a hip rafter at each corner.

"Home Office": Premises located within the Property used for the transaction of business or the provision of professional services employing no more than four (4) full-time employees, one (1) of whom must be the Owner of the Lot on which the Home Office is located, or the tenant of said Owner, conducted in accordance with the terms and provisions of this Declaration and the Design Code.

"Improvement": Every structure and all appurtenances thereto of every type and kind, including but not limited to, Dwellings, Buildings, Outbuildings, Patios, tennis courts, swimming pools, Garages, Carports, Driveways, sidewalks, walkways, Fences, walls, gates, screening walls, Terraces, retaining walls, Stairs, Decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennae, equipment and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services, and any other construction which in any way alters the exterior appearance of any Improvement; provided, however, that Improvement shall not include pipes, lines, cables, meters, equipment and facilities in connection with water, sewer, drainage, gas, electric, telephone, television or other utilities or service provider in favor of whom a utility or drainage servitude has been expressly established and granted herein.

"Institute": The body responsible for promoting and encouraging the arts, cultural events, community events and charitable activities within Acadia Plantation, as set forth in Section 10.28 herein.

"Institute Board": The Board of Directors of the Institute.

"Ionic": The classical order of architecture designated by the Ionic Greeks, characterized by its capital with large volutes. Common features are a fasciated entablature, continuous Freeze, usually Dentils in the Cornice, elegant detailing, and less heavy than Doric.

"Joint Committee": Acadia Plantation Joint Committee, Inc., a Louisiana corporation, its successors and assigns.

"Landscape Code": That portion of the Design Code designated as Landscape Regulations or Landscape Standards.

"Landscape Standards": Standards which describe landscape options and requirements that will be applied to the Common Area and private areas within the Property and, as set forth in the Design Code, to be added by amendment at a later date.

"Large Street": A type of Street Section within Acadia Plantation, as described in the Design Code.

"Leasing": The regular, exclusive occupancy of a Lot, or garage apartment, by any person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service gratuity, or emolument.

"Light": An aperture through which daylight is admitted into the interior of a Building, such as a pane of glass, a window, or compartment of a window.

"Live Work Unit": A rear yard, fully mixed-use Building type with one (1) Dwelling above or behind a commercial space.

"Lodging Limited": Premises of no more than eight (8) rooms for short term letting and providing food services before noon (12:00, or twelve o'clock, P.M.) only.

"Lodging Use": Buildings providing food services and rooms for short term letting.

"Loggia": A roofed but open Gallery or arcade along the front or side of a Building often at an upper level.

"Lot": The smallest parcel of land which is separately platted and may be separately conveyed containing a use, held privately. Lots are designated as numbered, separately identifiable parcels on the Initial Plat or a subsequently recorded plat of additional immovable property which will be annexed to, and included and otherwise incorporated within, Acadia Plantation by Supplemental Declaration pursuant to Section 4.2. Declarant may redefine Lots by combining Lots or portions of Lots and by adjusting the boundary of a Lot. Special Use Parcels shall be considered Lots.

"Lot Line": The boundaries that legally and geometrically demarcate the edges of Lots and intended primarily for the construction of Buildings.

"Lot Width": The dimension of the Frontage Line (the Lot boundary that coincides with the principal fronting thoroughfare).

"Main Body": The largest part of the front Fascia. It includes the front door of the house.

"Main Street": A type of Street Section within Acadia Plantation, as described in the Design Code.

"Mansion Apartment Building": A small-scale, two- (2) or three- (3) Story Apartment Building, often with a street façade resembling a large detached house.

"Master Plan": The land use plan for the development of Acadia Plantation community as a Traditional Neighborhood Development under the TND Ordinance, which plan includes the Property described on Exhibit "A" and any other immovable property which Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "A" from the Master Plan bar its later annexation in accordance with Article 4.

"Meeting Hall": A Building equipped by design for public assembly.

"Member": A Person entitled to membership in an Association, as provided in Section 10.13. A Member shall also mean an Owner.

"Mortgage": A mortgage, security agreement, financing agreement, assignment, deed of trust, deed to secure debt, or any other form of security instrument affecting title to a Lot.

"Mortgagee": A n (i) institutional or governmental holder of a Mortgage which makes, holds, insures or guarantees Mortgage loans in the ordinary course of its business, (ii) any Person

which holds a mortgage encumbering a Lot as collateral security for the performance of an obligation, or (iii) any Person which otherwise holds a lien or encumbrance burdening or otherwise encumbering a Lot.

"Multi-family Residential": Any Dwelling structure consisting of more than one (1) Dwelling unit.

"Muntin": A secondary framing member to hold panes within a window, window wall, or glazed door.

"Narrow Street": A type of Street Section within Acadia Plantation, as described in the Design Code.

"Natural Area": Waterways, wetlands, and nature preserves to be preserved and perpetuated.

"Neighborhood": A portion or portions of the Property within a Village, as described in Section 10.15.

"Neighborhood House": A two- (2) story single family detached house relatively close to the Street with attached, detached, or open parking, whether rear-loaded or not, set well back from the façade.

"Ogee Gutters": A double curve formed by a union of a convex and concave line resembling an S-shape.

"One-story Dwelling": A Dwelling whose maximum height is no greater than thirty-five (35) feet above the center of the Street in front of the structure.

"One Way Street": A type of Street Section within Acadia Plantation, as described in the Design Code.

"Open Space": Area free of Buildings that, together with a well designed system of thoroughfares, provides a public realm at all scales of urbanism, from the region to the Block.

"Open Space Network": A plat that delineates the Common Area within the Property and identifies planned amenities.

"Out Building or Outbuilding": A separate Building additional to the principal Building, continuous with the rear Lot Line with a maximum of two (2) Stories and having a maximum Footprint of 550 square feet. Out Buildings do not count against maximum Building cover restrictions or Lot counts.

"Out Looker": A member which projects and supports that part of the roof construction beyond the face of a Gable.

"Overhead Connector": A walk, Deck, or similar structure that connects a Dwelling with an Outbuilding or Garden Structure at any level other than the first floor.

"Owner": One (1) or more Persons who hold the record title to any Lot, but excluding in all cases any Person (i) holding an interest merely as security for the performance of an obligation,

or (ii) holding a mortgage, lien or other encumbrance burdening or encumbering any Lot. An Owner shall also mean a Member.

"Park": An outdoor public tract naturalistically landscaped, not more than ten (10%) percent paved and surrounded by the Frontage Lines of Lots on at least fifty (50%) percent of its perimeter. Parks may contain wetlands and could include any amenities that support any intended recreational use.

"Park Drive (One Way)": A type of Street Section within Acadia Plantation, as described in the Design Code.

"Park Drive (Two Way)": A type of Street Section within Acadia Plantation, as described in the Design Code.

"Patio": A hard-surfaced area without a solid roof structure.

"Pedestrian Walkways": A plat which depicts Pedestrian Walkways, as set forth in the Design Code.

"Pediment": A wide, low pitched Gable surrounding the Fascia of a Grecian-styled Building.

"Pergola": An open aired Garden Structure with a trellis roof.

"Person": 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 thereof, or any other form of entity.

"Phasing Plan": A plan that indicates the planned development sequence of the Property (initially, for Phase One).

"Porch, Gallery, or Veranda": A covered outdoor area attached to a Dwelling.

"Portal": A large and imposing doorway entrance or gate.

"Portico": A walkway or Porch with a roof supported by columns, often at the entrance of a Building.

"Preserve": A designation applied to areas intended never to be urbanized.

"Primary Residence": The primary Dwelling structure on a Lot.

"Private": That which is neither public nor civic.

"Private Amenities": Certain real property and any Improvements and facilities thereon located adjacent to, in the vicinity of, or within the Property, which are privately owned and operated by Persons other than an Association for recreational and related purposes, on a club membership basis, use fee basis, or otherwise, and shall include, without limitation, the Golf Courses, if any.

"Property": The real property described in Exhibit "A", together with such additional property as is subjected to this Declaration in accordance with Article 4.

"Raised Basement": A semi-underground storage serving to raise the principal floor level no

more than five (5') feet above the sidewalk. A Raised Basement shall not count against the Story height limitations.

"Reservations" shall have the meaning set forth in Section 2.2.

"Reserve": A designation applied to areas intended for temporary preservation until release for urbanization. A release is the process of redesignating reserved land for urbanization according to established criteria.

"Residential Association": Acadia Plantation Residential Owners Association, 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 of those portions of the Property in Acadia Plantation designated as residential on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions herein, as more fully described in Section 10.2 herein.

"Road": A type of Street Section within Acadia Plantation, as described in the Design Code.

"Rules and Regulations": The Rules and Regulations of an Association, as promulgated by its Board of Directors and as the same may be amended or modified from time to time, as more particularly described in its Bylaws.

"Service Area": Two (2) or more Lots to which an Exclusive Common Area is assigned, as described in Article 14, or which receive benefits or services from the applicable Association which are not provided to all Lots. A Lot may be part of more than one (1) Service Area, and Service Areas may overlap.

"Service Area Committee": A committee established in accordance with the applicable Bylaws to act as a liaison between the applicable Board and the Owners of Lots within a particular Service Area.

"Service Area Expenses": The actual or estimated expenses incurred or anticipated to be incurred by the applicable Association for the benefit of the Owners and occupants of Lots within a particular Service Area. Common Expenses shall include Service Area Expenses.

"Setback": The placement of a Building or other structure from the property line of a Lot to the exterior wall of the Building or other structure. Roofs are permitted to overhang the Setback requirement by twenty-four (24") inches, except where Setback is zero (0') feet. Setback requirements for Building types are set forth in Article 7 of this Declaration.

"Shared Parking": Where day, night, or weekday/holiday schedules allow for the use of parking spaces by more than one (1) user such as with meeting halls, religious Buildings, and Dwelling retail combinations.

"Side-Yard Setback": The minimum distance from the side property line of a Lot, which is adjacent to another Lot, to any part of the Primary Residence or any ancillary structure on the Lot.

"Single Family Dwelling": A Dwelling consisting of one (1) Dwelling unit.

"Single Family Unit": One (1) or more persons related by blood, adoption or marriage, or not

more than two (2) unrelated persons, living and cooking together as a single housekeeping unit.

"Special Use Parcel": A Lot of unconventional size, shape, location or use which calls for special design considerations.

"Square": An outdoor public tract spaciouly defined by its surrounding Buildings as a room that is defined by its walls, and adjacent to Streets on at least two (2) sides. Squares shall be partially paved and surrounded by shop front use or row house use Lots on at least sixty (60%) percent of its perimeter. One-third (1/3) of the sixty (60%) percent may be substituted by a natural spacial border such as a water front for at least one (1) side. Commercial uses shall be permitted on all of the surrounding Lots.

"Stairs" are for the purpose of accessing floors or levels beyond the first floor.

"Stoops" or **"Steps"** are for the purpose of accessing the first floor or level.

"Story": A habitat level within a Building no more than fourteen (14') feet in height from finished floor to finished ceiling.

"Street": A local, slow-movement thoroughfare suitable for general, center, and core zones. A Street may be a Common Road, and any public street or cul-de-sac within Acadia Plantation, and includes all of the Street types described in the Design Code.

"Street Edge": A masonry wall, wood Fence, or hedge no less than fifty (50%) percent opaque built along the Frontage Line between three (3') and five (5') feet in height. Any wall, Fence, or hedge built between the Frontage Line and a point even with the nearest enclosed edge of the house may be of no greater height than the Street Edge. The percent capacity shall be calculated including all openings.

"Street Lamps": A light standard between eight (8') and fourteen (14') feet in height equipped with an incandescent or metal halide light source.

"Street Sections": Plats which depict various Street types, as set forth in the Design Code, including but not limited to Avenue, Boulevard, Main Street, Large Street, Road, Narrow Street, Park Drive (two-way), Park Drive (one-way), Green Street, Back Lane, and One Way Street (diagonal parking).

"Street Vista": The view framed by Buildings at the termination of the axis of a Street.

"Street Wall": A masonry or wood wall no less than seventy-five (75%) percent opaque built along the Frontage Line and between six (6') and fourteen (14') feet in height. Any opening must be gated. The percent opaqueness shall be calculated including all openings.

"Supplemental Declaration": An amendment or supplement to this Declaration filed in the public records of Lafourche Parish, Louisiana, by Declarant or an Association, for such purposes as this Declaration may provide.

"Synopsis": The Synopsis contained within the Design Code, together with all amendments and supplements to said Synopsis as may be hereafter adopted.

"TND Ordinance": The Traditional Neighborhood Ordinance of the City of Thibodaux,

Louisiana.

"Terrace": An upper level outdoor living area without a solid roof.

"Thoroughfare Standards": A set of plans which assemble and depict vehicular and pedestrian travel ways, as set forth in the Design Code, and which consist of the Vehicular Network, Street Sections, and Pedestrian Walkways.

"Three-story Dwelling": A Dwelling consisting of three (3) floors including parking below whose height exceeds twenty-two (22') feet.

"Through Street": Through Streets may provide primary access to and/or border but not pass through a Neighborhood Proper. Where Through Streets border or pass through a Neighborhood Proper, there shall be a sidewalk between the Frontage Line and the Street lanes of not less than six (6') feet, at least one (1) lane of parking, at least one (1) ten (10') foot travel land, and a planted area with trees planted no further than fifty (50') feet apart. Through Streets will generally be constructed in accordance with the existing City of Thibodaux or Parish of Lafourche road and street regulations, as supplemented by the Acadia Plantation Street plat.

"Tower": A small room, Porch, or Deck which protrudes from the maximum height allowed for a residence.

"Townhouse": A residential Dwelling attached to a similar Dwelling.

"Tract": A separately platted portion of land containing a use held in common.

"Transom": A small hinged window above another window or door, or the horizontal cross piece to which such a window is hinged.

"Tree (Shade)": A deciduous tree of wide canopy resistant to root pressure of proven viability in the region with no less than a four (4") inch caliper and an eight (8') foot vertical clear trunk at the time of planting.

"Tree (Street)": A deciduous tree resistant to root pressure of proven viability in the region with no less than a four (4") inch caliper and an eight (8') foot vertical clear trunk at the time of planting.

"Two-story Dwelling": A structure whose height exceeds twelve (12') feet above the first floor.

"Urban Regulating Standards": The standards consisting of the Master Plan and the Initial Plat, as amended and/or supplemented from time to time, that defines the various zones within the Property and directly relates to and bears influence on the Urban Regulations and Frontage Standards, Building Type Guidelines, Phasing Plan, and Open Space Network, as set forth in the Design Code. These standards are also set forth in Articles 7 and 8 of this Declaration.

"Urban Regulations and Frontage Standards": Text and diagrams which regulate private Buildings which affect the public realm, as set forth in the Design Code.

"Use Restrictions and Rules": The initial use restrictions and rules of the Associations adopted by the Boards of Directors of the Associations set forth in Article 6 of this Declaration, as they may be supplemented, modified, amended and repealed in accordance with this

Declaration.

"Utility Easements": Those portions of Acadia Plantation depicted or labeled on the Initial Plat, or on any plat submitted as part of any Supplemental Declaration, as "utility easement", "utility easment", "utility servitude" or any similar words suggesting that such areas have been reserved for use in conjunction with any such public or private utility or service system.

"Vehicular Network": A plat of the gridded, Street system which consists of all Streets and rear lanes within the Property, as set forth in the Design Code.

"Village": Any of several areas, comprised of one (1) or more Neighborhoods, into which the Property is divided for the purpose of electing directors to the applicable Board of Directors, as more particularly described in Article 18 or, if the context so indicates, the group of Owners whose Lots comprise such Village.

"Village Center": The dense multifunctional social condenser of a Neighborhood. It is usually at a central location, within walking distance of the surrounding, primarily residential areas.

"Village Edge": The least dense, most purely residential sector of the Neighborhood. The size varies in proportion depending on whether the model is more rural (village-like) or more urban (town-like).

"Village General": The sector that is mixed in function, but principally residential. It has a generalized character, and is usually the largest area of the Neighborhood.

"Village House": A one-and-a-half- (1 ½) or two- (2) Story single family detached house on a small Lot, often with rear-loaded parking. Parking must be rear-loaded on Lots narrower than fifty (50') feet.

"Village Zones": Village Center, Village General, and Village Edge, as set forth in the Design Code.

"Voting Member": The representative selected by the Members within each Neighborhood to be responsible for casting all votes attributable to Lots in the Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the applicable Bylaws). The term "Voting Member" shall include alternate Voting Members acting in the absence of the Voting Member and any Owners authorized to personally cast the votes for their respective Lots pursuant to Article 10.

"Work": Any construction, erection, alteration, addition, renovation or removal of Improvements on any Lot other than routine maintenance and repairs of existing Improvements.

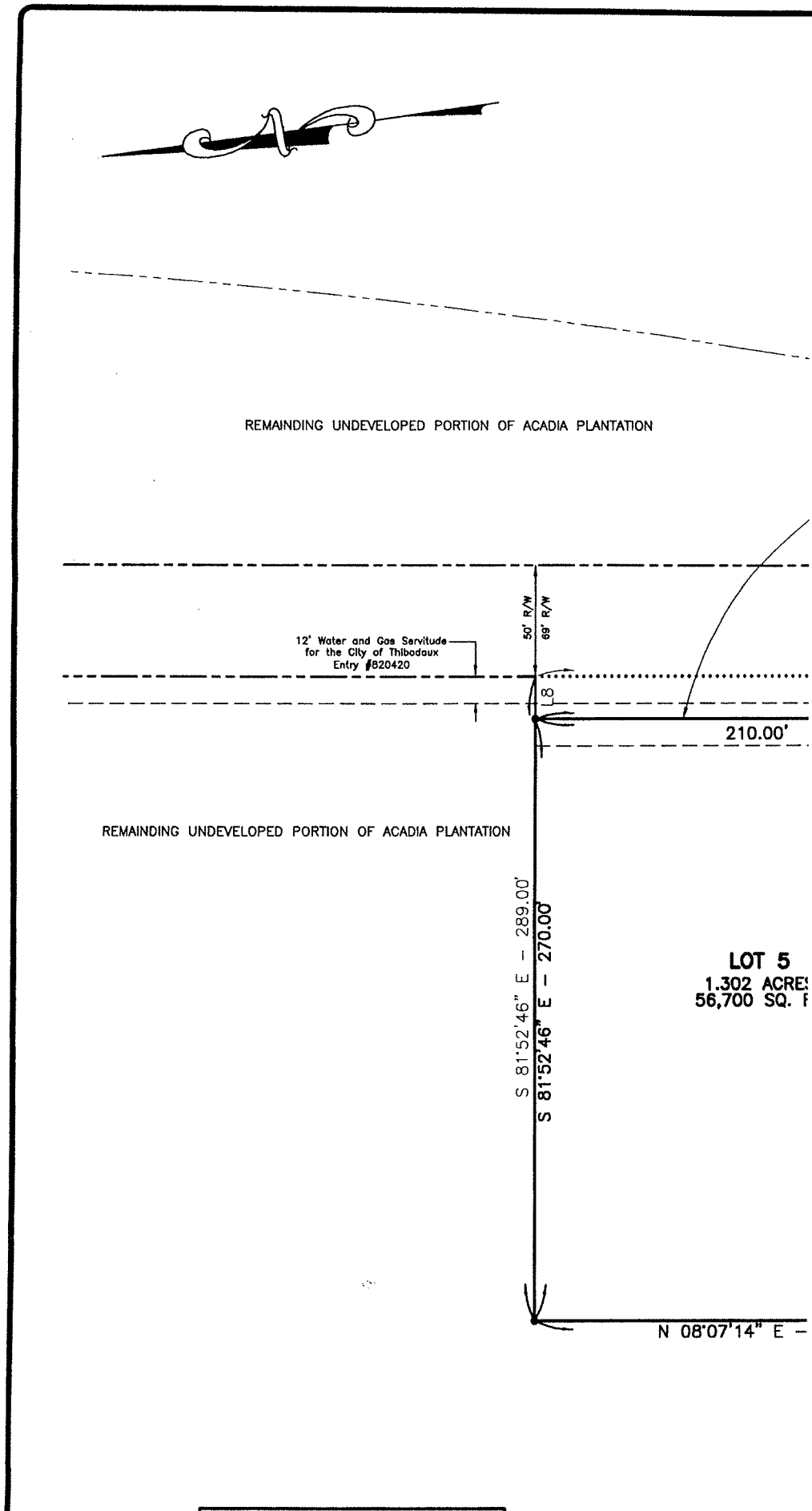
Additional Definitions. Additional definitions for some terms used in the Design Code are included as part of the Design Code. In addition, unless the context otherwise requires or specifies, the words and phrases defined in this Declaration, when used in the Design Code, shall have the meanings specified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

General. All terms used in this Declaration and/or in the Design Code, to the extent not defined in this Declaration, shall, if those are terms used in the architectural profession and/or the construction industry, have those meanings generally described to those terms within the

architectural profession. The fact that a word or phrase is defined in this Declaration does not mean that such word or phrase has been used, or was intended to be used, in this Declaration or in the Design Code; definitions may have been included in anticipation of the future use of such words or phrases in amendments to this Declaration, the Design Code, the Landscape Code, and/or the use of such words or phrases in Supplemental Declarations.

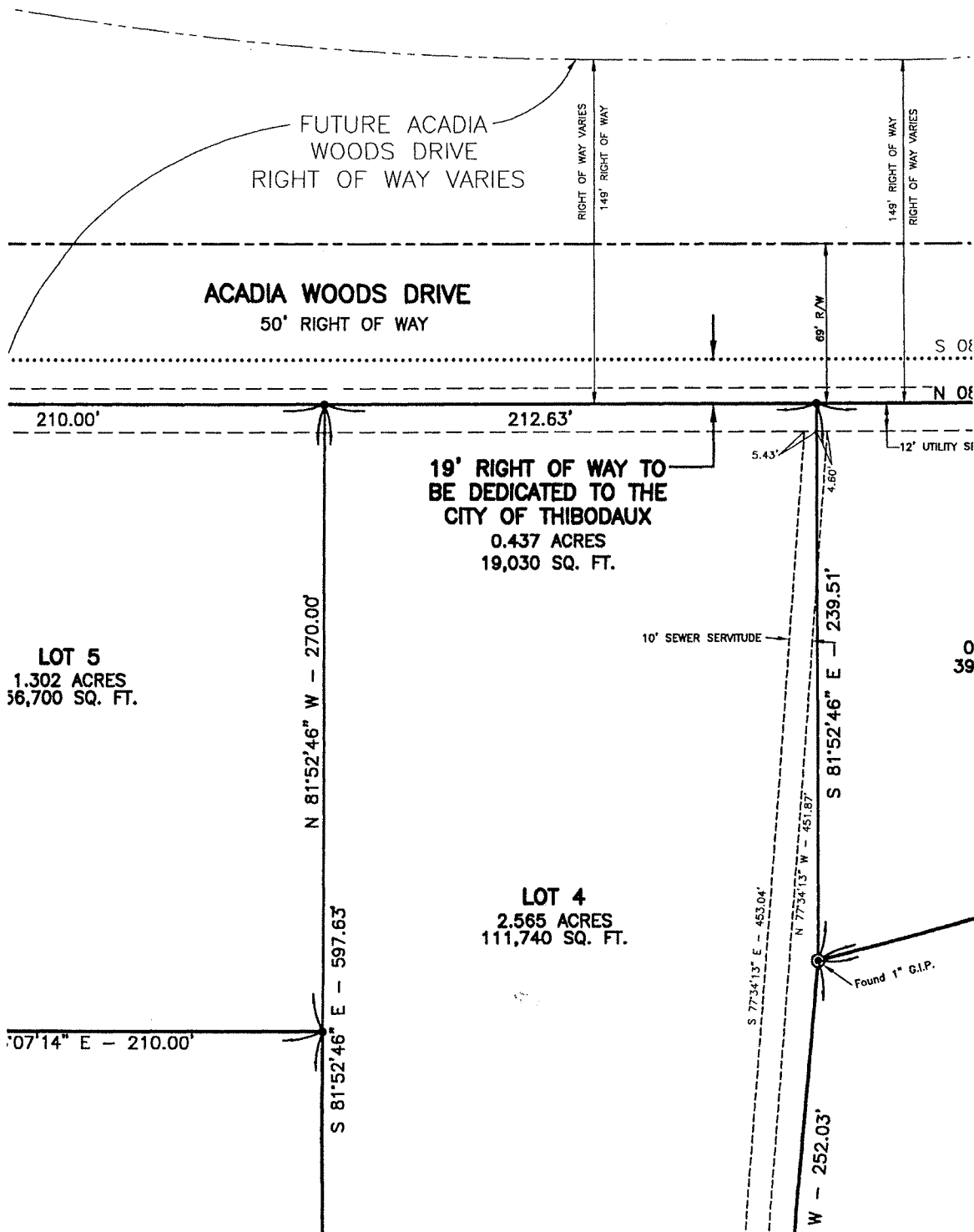
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SECTION 90

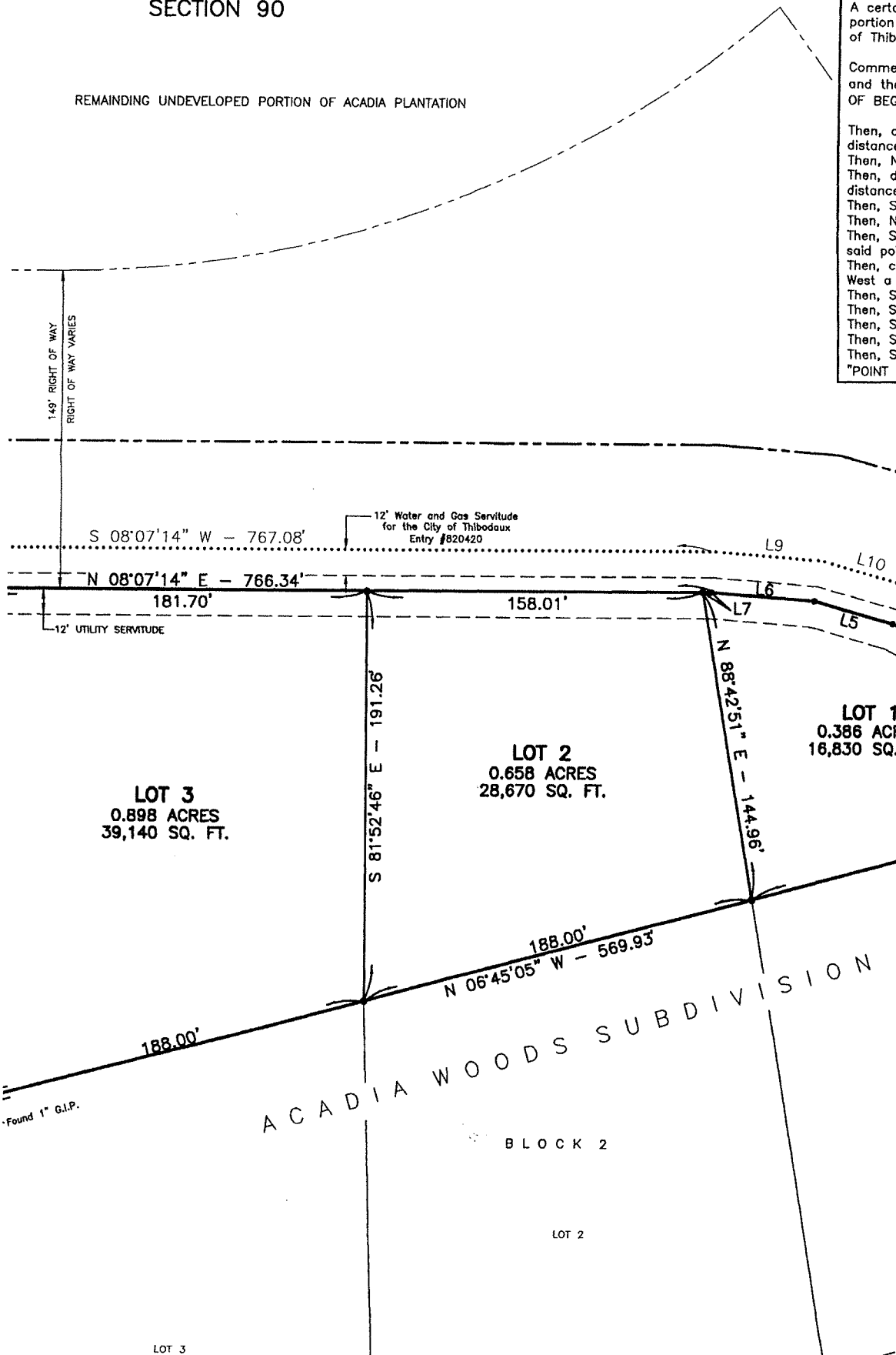
REMAINING UNDEVELOPED PORTION OF ACADIA PLANTATION

LEGAL

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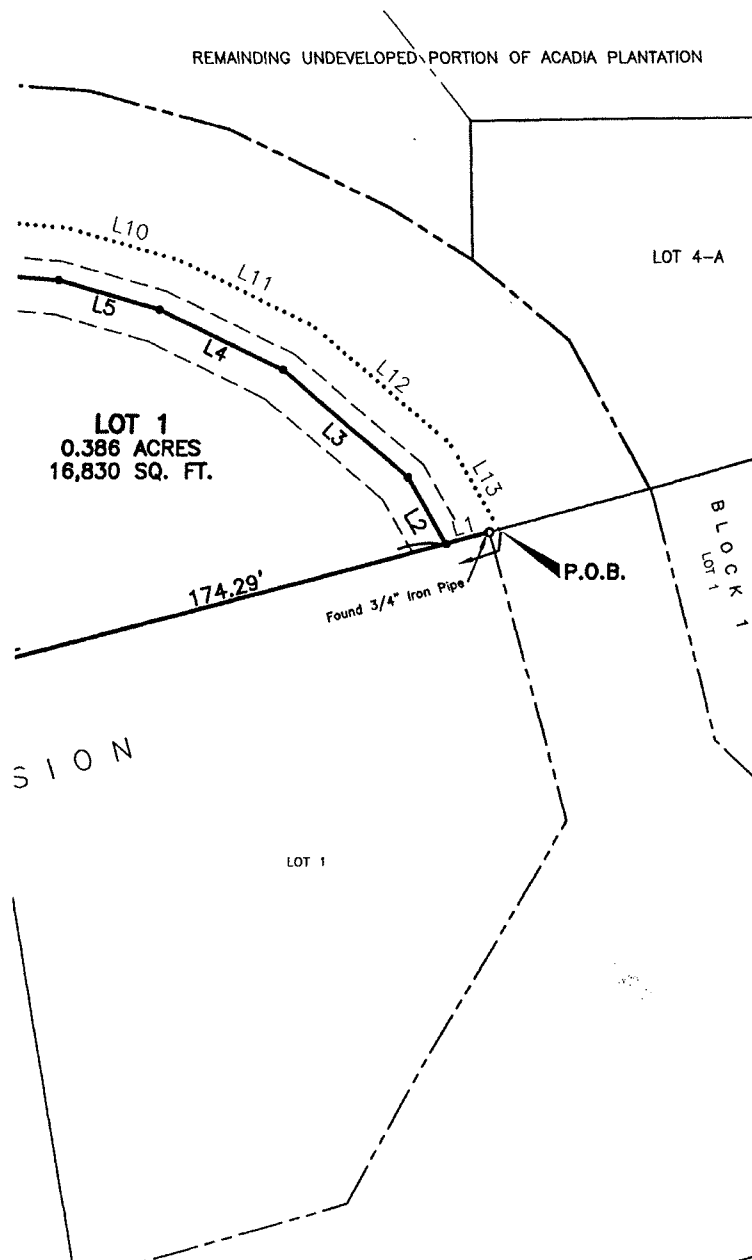


LEGAL DESCRIPTION - OVERALL PROPERTY:

A certain tract or parcel of land containing 6.246 acres or 272,110 sq. ft., situated on a portion of Acadia Plantation, located in Section 90, Township 15 South, Range 16 East, City of Thibodaux, Lafourche Parish, Louisiana and being more particularly described as follows:

Commencing at the intersection of the northwesterly right of way line of Acadia Woods Drive and the northeasterly property line of Acadia Woods Subdivision, said point being the "POINT OF BEGINNING" and labeled "P.O.B.,"

Then, continuing along said property line, North 06 degrees 45 minutes 05 seconds West a distance of 569.93 feet to a point;
 Then, North 76 degrees 51 minutes 33 seconds West a distance of 252.03 feet to a point;
 Then, departing said property line, North 21 degrees 12 minutes 11 seconds West a distance of 218.58 feet to a point;
 Then, South 81 degrees 52 minutes 46 seconds East a distance of 327.63 feet to a point;
 Then, North 08 degrees 07 minutes 14 seconds East a distance of 210.00 feet to a point;
 Then, South 81 degrees 52 minutes 46 seconds East a distance of 289.00 feet to a point, said point being located along the westerly right of way line of Acadia Woods Drive;
 Then, continuing along said right of way line, South 08 degrees 07 minutes 14 seconds West a distance of 767.08 feet to a point;
 Then, South 12 degrees 36 minutes 05 seconds West a distance of 51.38 feet to a point;
 Then, South 24 degrees 00 minutes 57 seconds West a distance of 41.55 feet to a point;
 Then, South 34 degrees 09 minutes 38 seconds West a distance of 53.52 feet to a point;
 Then, South 48 degrees 36 minutes 47 seconds West a distance of 65.15 feet to a point;
 Then, South 68 degrees 36 minutes 59 seconds West a distance of 35.68 feet to the "POINT OF BEGINNING."



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NOTES:

- 1.) Zoning: TND

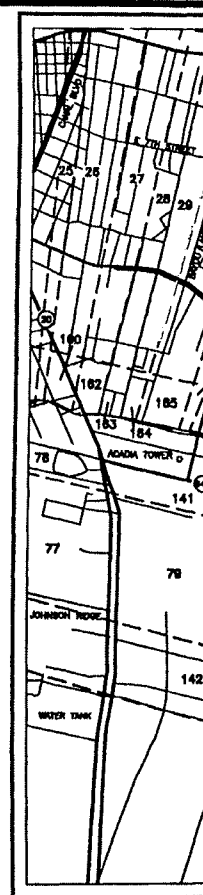


EXHIBIT "B"

ft., situated on a
range 16 East, City
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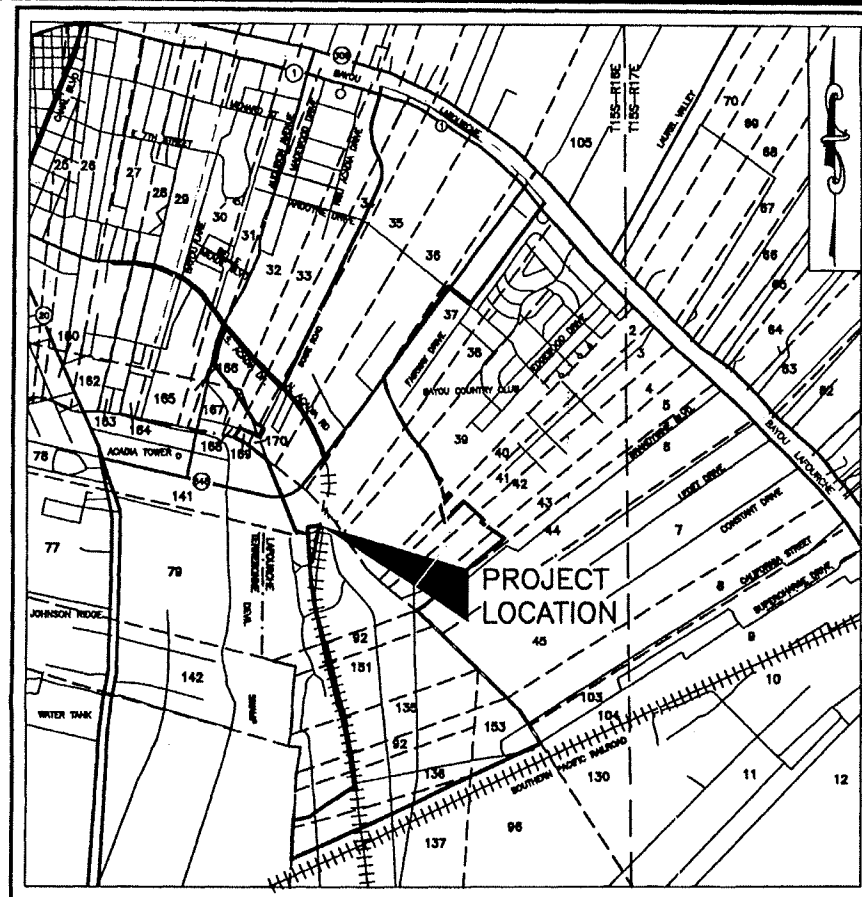
Acadia Woods Drive
it being the "POINT

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15 feet to a point;
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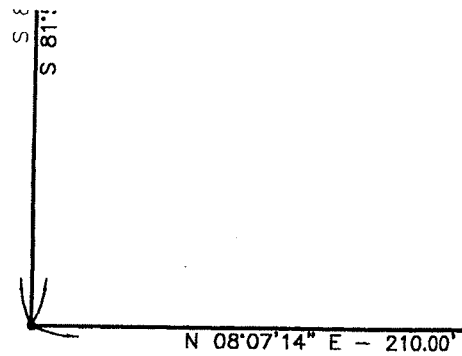
VICINITY MAP

SCALE 1" = 3000'

FINAL PLAT SHOWING RESUBDIVISION
 OF A
PORTION OF ACADIA PLANTATION
 INTO
ACADIA PLANTATION
PHASE ONE OF VILLAGE ONE
PROJECT D
 LOCATED IN SECTION 90,
 TOWNSHIP 15 SOUTH — RANGE 16 EAST
 CITY OF THIBODAUX,
 LAFOURCHE PARISH, LOUISIANA
 FOR
JARON LAND DEVELOPMENT COMPANY, L.L.C.

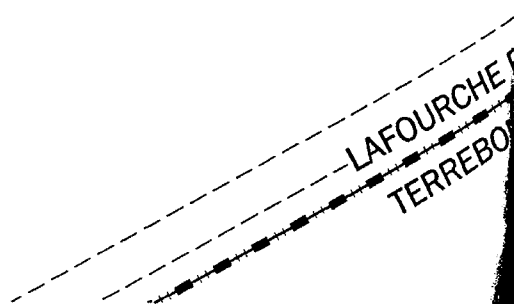
NOTES:

- 1.) Zoning: TND



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 06°45'05" W	19.64'
L2	N 68°36'47" E	27.36'
L3	N 48°36'47" E	59.39'
L4	N 34°09'38" E	49.42'
L5	N 24°00'57" E	37.96'
L6	N 12°36'05" E	48.74'
L7	N 08°07'14" E	3.99'
L8	S 81°52'46" E	19.00'
L9	S 12°36'05" W	51.38'
L10	S 24°00'57" W	41.55'
L11	S 34°09'38" W	53.52'
L12	S 48°36'47" W	65.15'
L13	S 68°36'47" W	35.68'

REMAINDING UNDEVELOPED PORTION OF ACADIA PLANTATION

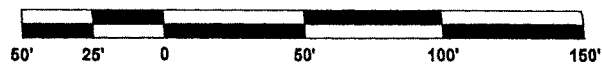


LEGEND

SET 3/4" IRON ROD



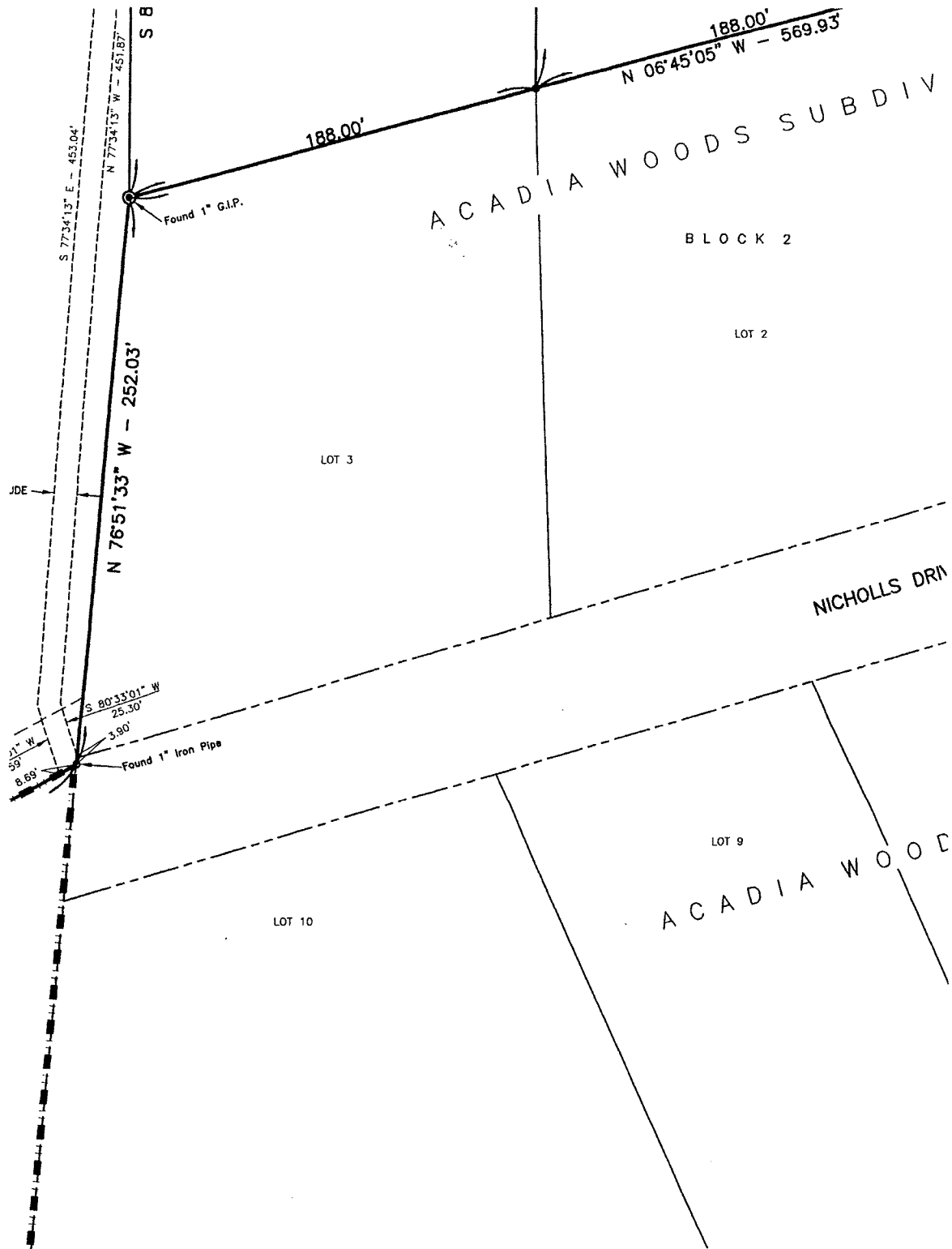
SCALE IN FEET



Clay Brand 2/22/06
PLANNING COMMISSION CHAIRMAN DATE


MAYOR CITY OF THIBODAUX

2/21/06
DATE



This is to certify that I, the undersigned owner, do hereby irrevocably offer for dedication and maintenance to the City of Thibodaux, or the public utility company or special district having jurisdiction, the perpetual use by the public for proper purposes including, but not limited to, drainage, removal of sewage, utilities or city use easements, that are shown on this subdivision plat. No trees, shrubs or plants may be planted, nor shall an building, fence, structure, or other improvement be constructed or installed within or over any servitude or right-of-way as to prevent or unreasonably interfere with any purpose for which the servitude or right-of-way was granted.

ux Planning & Zoning Commission

and 2/22/06
AIRMAN DATE

and 2/21/06
DATE

Bill J. Pelt 2-22-06
OWNER DATE

J. J. Landina 2/23/06
OWNER DATE

1.93

UBDIVISION

LOT 1

NICHOLLS DRIVE

BLOCK 3

LOT 7

LOT 8

WOODS SUBDIVISION

NOTE

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CERTIFICATION:

This is to certify that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Louisiana, Board of Registration for Professional Engineers and Land Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no encroachments across any property lines except as shown.

Michael P. Blanchard

02/21/2006

Michael P. Blanchard, P.L.S.,

Reg. No. 4861

This survey plat is not valid without the raised seal and signature of the Registered Land Surveyor.

FBI

ACADIA PLANTATION PHASE ONE OF VILLAGE ONE PROJECT D

LOCATED IN SECTION 90,
TOWNSHIP 15 SOUTH - RANGE 16 EAST
CITY OF THIBODAUX,
LAFOURCHE PARISH, LOUISIANA

FOR
JARON LAND DEVELOPMENT COMPANY, L.L.C.

NOTES:

- 1.) Zoning: TND
- 2.) Reference Maps:
 - A.) Boundary Survey, Survey of Tract III of III, a part of the Acadia Plantation, located in Sections 32, 33, 34, 35, 36, 90, 167, 168, 169 and 170, T15S-R16E, of the City of Thibodaux, Lafourche Parish, Louisiana.
Prepared By: Leonard J. Chauvin, Jr. Dated: January 13, 1997
 - B.) Acadia Woods Subdivision, located in Section 90, T15S-R16E, Lafourche Parish, Louisiana.
Prepared By: Bobby F. Warren, C.E. Dated: January 16, 1953 Entry #215149
 - C.) Survey plat showing Lot 3-A & 4-A, Acadia Woods Subdivision, located in Section 90, T15S-R16E, Parish of Lafourche, State of Louisiana
Prepared By: Bobby F. Warren, C.E. Dated: March 17, 1970 Last Revised: April 2, 1970 Entry #326589
- 3.) Basis of Bearing Referenced to NAD 83, Louisiana State Plane Coordinate System, South Zone, US Survey Feet.
- 4.) Flood Note: In accordance with FEMA Flood Insurance Rate Map Panel Number 225202 0145 C, dated April 17, 1985, for Lafourche Parish, Louisiana; The property hereon is located in Flood Zone "C" (Areas of minimal flooding).
- 5.) Utilities: The underground utilities shown have been located from "LA. ONE CALL," visible utility features, and previous construction drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. The surveyor has not physically located the underground utilities, except for above ground visible utility features. No excavations were made during the progress of this survey to locate buried utilities/ structures.
- 6.) No attempt has been made by Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- 7.) Acadia Land Surveying, L.L.C. has not and does not provide Delineation of Jurisdictional Wetlands.
- 8.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

ACADIA

LAND SURVEYING, L.L.C.

Phone: (985) 449-0094

314 East Bayou Road

Fax: (985) 449-0085

Thibodaux, Louisiana 70301

E-mail: ACADIA@DDGPC.COM

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Registered Land

DATE	REVISION DESCRIPTION	INT.
FIELD BOOK: 140, PG 57.	FIELD WORK COMPLETED ON: DECEMBER 16, 2005	ALS FILE: 2004/04-482S/04-482RSF-P1-PD.DWG