

Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (ii) the right of Declarant to veto any decision of the Design Review Board which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of the Design Review Board shall be limited to such matters as are specifically delegated to it by Declarant.

(3) Upon expiration or termination of Declarant's rights under this Article, the Associations shall assume jurisdiction over architectural matters hereunder and the Associations, acting through the Design Review Board, shall be entitled to exercise all powers previously reserved to Declarant under this Article; provided, however, in exercising the discretion previously reserved to Declarant, the Associations and the Design Review Board shall act in the interest of the Members of the Associations.

(4) The Town Planner and other professionals and staff assisting the Design Review Board may be paid reasonable compensation for service on the Design Review Board, as determined from time to time by the Board. All members of the Design Review Board shall be reimbursed by the Associations for their respective expenses incurred in furtherance of the authorized activities of the Design Review Board, subject to review and approval by the Board. All members of the Design Review Board, in addition to the Town Planner, may be paid compensation for their time and efforts in serving on the Design Review Board if such compensation is approved and authorized by the Board.

(5) The Associations shall be responsible for all reasonable costs of operation of the Design Review Board. Each Owner submitting plans for the construction or modification of Improvements on any Lot shall submit with such plans a payment of \$400.00 as a nonrefundable "Review Fee", more particularly described in Section 8.14, subparagraph g., and that payment shall be made to the applicable Association. The Review Fee shall be used by the Associations to defray the costs and expenses incurred by the Design Review Board and the fees and compensation paid, if any, to the Town Planner, staff, other professionals and members of the Design Review Board. The Board, in its sole discretion, may increase the amount of the Review Fee, but in no event shall the Review Fee charged in any one (1) calendar year exceed 110% of the Review Fee charged during the preceding calendar year.

(6) The Design Review Board may employ personnel or contract with individuals or companies as necessary to assist in the review process, as authorized pursuant to the budget for the Design Review Board, as established by the Board. All such personnel, individuals and/or companies employed or contracted with by the Design Review Board shall be considered as employees and/or independent contractors of the Associations.

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

d. **Town Planner.** The Town Planner is initially selected by Declarant and may be removed with another Town Planner, at any time, in the sole discretion of Declarant. While Declarant owns at least one (1) Lot or hold any property within Acadia Plantation for sale in the normal course of business, Declarant may select any successor or replacement, unless Declarant permanently waives that right in writing. When Declarant no longer selects the Town Planner, the Board shall select the Town Planner. The Town Planner shall be a licensed

architect or shall have a masters degree in new urbanist design from an accredited university, or shall have comparable qualifications. The Town Planner does not, however, need to be licensed to practice in Louisiana unless required by the State of Louisiana.

Section 8.5 Architectural Standards; General. Declarant hereby establishes the following initial design and construction guidelines and review procedures contained in Sections 8.6 through 8.12 and as set forth on **Exhibit "F"** attached hereto (the "**Architectural Standards**") to provide guidance to Owners and Builders regarding matters of particular concern to Declarant in considering applications for architectural approval and in construction of Lots. The Architectural Standards shall not be the exclusive basis for decisions hereunder and compliance with the Architectural Standards shall not guarantee approval of an application. The initial Architectural Standards, and any supplemental Architectural Standards may contain general provisions applicable to all of the Property, as well as specific provisions which vary from one portion of the Property to another depending upon the location, type of construction or use, and unique characteristics of the Property.

a. **Modification of Design Code, Architectural Standards, or Landscape Code.** The Design Review Board may, subject to any applicable zoning requirements and subject to the approval of the Declarant during the Class "B" Control Period, revise any part of the Design Code, Architectural Standards and/or the Landscape Code, and supplement all or any of the Design Code, Architectural Standards and the Landscape Code, from time to time for any of the following reasons (the Design Code, Architectural Standards, and Landscape Code are collectively referred to in this Declaration as the "**Design Documents**");

- (1) To make changes which the Design Review Board believes will better accomplish the objectives set forth in this Declaration;
- (2) To adjust for market conditions so as to improve the value of all or some of the Lots;
- (3) To recognize changing land use conditions over time, both from within and outside Acadia Plantation; or
- (4) To establish the plan for the development of additional immovable property annexed to, and included and incorporated within, Acadia Plantation pursuant to a Supplemental Declaration, which plan shall be implemented through the regulation of land use, architecture, environment and landscaping with said additional immovable property in accordance with Article 4 herein.

While Declarant owns at least one (1) Lot or hold any property within Acadia Plantation for sale in the normal course of business, no modification or amendment may be made to the Design Documents without the express written consent of Declarant. Subject to the preceding sentence, on request of the Design Review Board, the Board shall, without the consent of the Members, file any amendments to this Declaration at any time which add to, change or otherwise modify the Design Documents. Modifications and changes to the Design Documents shall not affect or bear on the construction of Buildings within Acadia Plantation to the extent such Buildings have been constructed prior to the adoption of such modification 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 the Design Documents. Declarant and the Associations, whenever filing Supplemental Declarations, shall file supplements to the Design Documents

which contain specific requirements for any property added to Acadia Plantation pursuant to any such Supplemental Declaration, including without limitation thereto, in the filing party's sole discretion, additional designations of Building types, additional Architectural Typologies authorized for each new Building type, architectural characteristics and historical details for each such additional Building type, and such further requirements and restrictions with respect to construction on Lots as are contained in the Design Documents as filed originally with this Declaration. There shall be no limitation on the scope of amendments to the Design Documents; amendments may remove requirements previously imposed or otherwise make the Design Documents more or less restrictive in whole or in part, in accordance with the provisions of this subparagraph a.

b. **Copies.** The Design Documents, together with all changes to same adopted by the Design Review Board, shall be available for review in the registered office of each Association during normal business hours. Any Owner wishing to have a copy of the Design Documents, together with all changes to same adopted by the Design Review Board, shall pay the cost of reproducing same to its Association which shall be calculated on the basis of \$0.50 per page; provided, however, there shall be no charge for the first copy of each Design Document with respect to each Lot; and provided that only certain portions of the Design Documents shall be available for copying, including the title sheet, table of contents and synopsis, flow chart, principles, definitions, town plan, and such other documents except blow-up diagrams of districts, zones, open space network, phasing plan and thoroughfare standards. Declarant shall determine the availability of copying of portions of the Design Documents in his sole discretion.

Section 8.6 Allowed Architectural Typologies.

a. The Dwelling and all other Improvements constructed on each Lot shall be designed in accordance with one (1) of the Allowed Architectural Typologies (as defined in the Design Code) for that particular Lot. The Allowed Architectural Typologies for each Lot are listed in the Synopsis of the Design Code, described in the Architectural Regulations in the Design Code and listed as follows:

- (1) French;
- (2) Colonial Revival;
- (3) Classical; and
- (4) Greek Revival.

b. The Design Code contains design requirements and/or restrictions for each of the various Allowed Architectural Typologies (as noted above) for the various Building types. Such requirements and restrictions are also set forth in Sections 8.7 through 8.11.

c. For each Allowed Architectural Typology, there are corresponding "**Historical Details**" that must also be complied with and otherwise followed in the design and construction of the Dwellings and Buildings. The Historical Details are intended to typify each such Architectural Typology, but it is acknowledged there are many other characteristics and details of each approved Architectural Typology, and those other characteristics and details may also be used; it is the function of the Design Review Board, through the review process, to verify that the plans for the design of Buildings proposed for construction on a Lot are consistent with the

characteristics and details of the Architectural Typology chosen by the Owner presenting plans for review. Certain Historical Details are set forth in the Design Code.

Section 8.7 Architectural Regulations Applicable to all Architectural Typologies. The following architectural regulations shall apply to the structures and Improvements of all Architectural Typologies within Acadia Plantation.

a. **Materials.** The following regulations of materials used in the construction of Improvements as they relate to building walls, building elements, roofs, windows, and doors shall apply:

(1) **Building Walls.** Vinyl and metal siding and prefabricated or modular construction and exterior insulation finish systems are prohibited.

(2) **Building Elements.**

(a) Porch railings shall be made of wood while Porch floors and posts may be wood or masonry. Porches may be enclosed with glass or screens; however, glass enclosures are not permitted at frontages. Porch ceilings may be enclosed with painted wood; exposed joists shall be painted or stained.

(b) Decks shall be located only in rear yards and where not easily visible from Streets or paths, elevated a maximum of eighteen (18") inches above grade and painted or stained.

(c) Metal elements shall be natural-colored galvanized steel, anodized or ESP aluminum, or marine-grade aluminum.

(d) Pickets, poles, and boards shall be made of wood or P.T. wood and painted or stained. Fences shall be made of wood or P.T. wood and may have stucco piers or brick piers.

(e) Driveways can be of concrete pre-approved palette of brick or concrete pavers.

(3) **Roofs.**

(a) Roofs shall be clad in one of the following materials: in its natural color, wood shingles, dark gray shingles in either slate or synthetic slate, asphalt or concrete, galvanized steel, 5V crimp or standing seam, or copper.

(b) Gutters and downspouts, when used, shall be made of galvanized steel, copper (not copper-coated), anodized or ESP aluminum. Downspouts shall be placed at the corner of the Building least visible from nearby Streets. Splash blocks shall be made of concrete, brick or gravel.

(c) Copper roofs, flashing, gutters and downspouts shall be allowed to age naturally (not painted or sealed).

(d) Asphalt roof ridges shall be clad in a like asphalt shingle or terra cotta, concrete, slate or stone.

(4) Windows and Doors.

(a) Shutters shall be wood.

(b) Security doors and window grilles must be approved by the Design Review Board.

b. **Configuration and Techniques.** The following regulations apply to the configuration and techniques of the construction of Improvements as they relate to building walls, building elements, roofs, windows, and doors:

(1) Building Walls.

(a) Siding shall be horizontal, at a maximum of four (4") inches to six (6") inches to the weather.

(b) Stucco or plaster coating may be applied to concrete block or poured concrete. Stucco shall be steel troweled.

(c) Trim shall not exceed six (6") inches in width at corners and four (4") inches in width around openings, except at the front door.

(d) Where a wall or Fence on one property meets a taller or shorter wall or Fence on another property, it is the responsibility of the latter designer to transition their wall or Fence to the height of the former.

(2) Building Elements.

(a) Arcades and breeze-ways should have vertically proportioned openings.

(b) Driveways constructed of material other than concrete shall allow the public concrete sidewalk to run continuously without disruption through this area of the driveway.

(c) Fences shall have no more than a two (2") inch gap between pickets.

(d) Fences on adjacent Lots shall have different designs, subject to the approval of the Acadia Plantation architect. Where a Fence on one property meets taller or shorter Fence on another property, it is the responsibility of the latter designer to transition their fence to the height of the former.

(3) Roofs.

(a) Gutters and downspouts shall be round or ogee.

(b) No through roof penetration for mechanical or electrical devices shall be allowed to penetrate the roof at the Building's frontage(s). Penetrations of these devices at approved locations shall be of color to match the roof.

(4) Windows and Doors.

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(a) Windows shall be rectangular, vertically proportioned and operable. Transoms may be oriented horizontally with panes which match other configurations. Multiple windows in the same rough opening shall be separated by a four (4") inch minimum post. The window sash shall be located interior to the centerline of the wall. Window sills in masonry construction shall project a minimum of one (1") inch from the face of the Building.

(b) All vertically superimposed openings shall be centered along the vertical axis.

(c) Window Muntins are encouraged and shall be true divided light or fixed on the interior and exterior surfaces, and shall create panels of square or vertical proportion.

(d) Non Alley Garage doors on front load Lots shall be a maximum of ten (10') feet in width. Garage doors shall be painted or stained. Overhead Garage doors will be allowed, but at front load Lots they shall be clad with planks to resemble swinging doors.

(e) Driveway gates shall be in-swinging and have a maximum opening of width of twelve (12') feet.

c. **Amenities.** The following regulations of amenities used in the construction of Improvements as they relate to building walls, building elements, roofs, windows, and doors shall apply:

(1) Building Walls.

(a) Variances to the architectural regulations may be granted on the basis of architectural merit.

(b) Building walls shall be one color per material used. Colors of stucco shall be warm in tone, subject to approval from the Acadia Plantation architect. Paints for masonry applications shall have a flat finish. All exterior wood siding shall be painted or stained, preferably on both sides. Trim (balcony and Porch posts, rails, window trim, rafter tails, etc.) shall be painted to compliment the columns and overall value of the Building. An accent color, for items such as the front door, pickets, trim, and shutters, may be used subject to approval from Acadia Plantation architect. Walls and Fences shall be in a range of colors approved for their respective materials. Other colors may be added to the list after consultation with the Town Planner and/or the Design Review Board. Please refer to our current listing for pre-approved colors, listed under the Martin Senour Authentic Colonial Colors Series.

(2) Building Elements.

(a) Trim (balcony and Porch posts, rails, window trim, rafter tails, etc.) shall be painted or stained to compliment the columns and overall value of the Building. An accent color for items such as the front door, pickets, trim, and shutters may be used subject to approval from the Acadia Plantation architect.

(b) Garage aprons shall be of square or rectangular pervious concrete pavers, brick or concrete. Pavers must contrast drastically with the street surface color.

(c) In the event the applicable post office shall allow for delivery of mail in Alleys and the Declarant determines in its discretion to allow such delivery, mailboxes shall be selected by the Declarant. Each Owner may select the model. All mailboxes shall be painted white. However, in the event the applicable post office does not allow delivery in Alleys or if Declarant determines not to allow such delivery, mail shall be delivered to a central delivery place at a location to be determined by Declarant.

(d) The following shall be subject to approval from the Acadia Plantation architect: brick, mortar colors, colors and patterns, Fence designs and exterior light fixtures.

(e) The following shall be permitted only in rear yards and where not easily visible from street or paths. HVAC equipment ("silent" models preferred), utility meters, satellite dishes, permanent grills, permanent play equipment, hot tubs (those at ground level must be covered), and garbage collection equipment.

(f) In-ground swimming pool will be permitted but will be considered a hard surface to be included in the total allowable footprint.

(g) The following shall not be permitted: panelized wall materials, quoins, curved windows, window air-conditioning units, exterior fluorescent lights, exterior floor lights, above-ground pools which are visible from the Street frontage, antennas, flags and flag-poles (except official flags of countries, states, parishes, cities or other association sanctioned flags flown from 6' poles mounted at a 45 degree angle to building walls), signs (on private property), direct vent fireplaces, external alarm systems, and skylights.

(h) Carports are allowed in lieu of Garages on Alley-Loaded Lots only.

(3) **Roofs.** Metal finishes in any color other than those indicated in the Design Code shall not be permitted.

(4) **Windows and Doors.** Curved windows shall not be permitted.

d. Additional Notes Applicable to all Architectural Typologies.

(1) The following shall not be permitted: panelized wall materials, quoins, stucco covered foam moldings, curved windows, window air-conditioning units, exterior fluorescent lights, exterior flood lights, above-ground pools (except those of the inflatable variety), antennas, flags and flag-poles (except official flags of countries, states, counties and cities flown from six (6') feet poles mounted at a forty-five (45) degree angle to Building walls), signs (on private property), direct vent fireplaces, external alarm systems, and skylights.

(2) Variances to the architectural regulations may be granted on the basis of architectural merit.

(3) These regulations will be updated periodically, and all subsequent changes will apply to all Buildings which have yet to complete the schematic design phase.

Section 8.8 French Architectural Typology. The following additional architectural regulations shall apply to the structures and improvements of the French Architectural Typology within Acadia Plantation.

a. **Materials.** The following regulations of materials used in the construction of Improvements as they relate to building walls, building elements, roofs, windows, and doors shall apply:

(1) Building Walls.

(a) Wood. Exterior wood, including but not limited to siding, trim, columns, Balustrades, Porch Decks, Decks, Fascias, and shutters must be capable of withstanding the elements and be resistant to rot, such as cedar, redwood, mahogany or cement board, wood clapboard or cement board, board and batten, then sealed with paint or stain. Horizontally applied boards (beveled or drop siding) and wooden shingles are permitted. Plywood and diagonal siding are not permitted.

(b) Stucco. Stucco is allowed over wood frame or masonry construction. Stucco must have a smooth, trowel applied and sand finish. Sprayed applications and swirl or other heavily textured patterns are prohibited.

(c) Brick. Foundation walls and piers shall be parged block, brick, smooth-finished poured concrete or stucco. Retaining walls shall be masonry or stuccoed. Building walls shall be finished in stucco with smooth sand finish, or brick from the pre-approved palette.

(2) Building Elements.

(a) Chimneys shall be finished with stucco, brick, or wood.

(b) Piers and arches shall be stucco or brick.

(c) Stoops shall be made of wood, brick or concrete. If concrete, a Stoop shall have brick, tile, stucco walls, or parged concrete.

(3) Windows and Doors.

(a) Windows and doors shall be wood or cladwood. Garage doors shall be wood or aluminum. Doors shall be painted or stained.

(b) Windows not visible from the street may be of other material and configuration, as approved by the Design Review Board.

b. **Configuration and Techniques.** The following regulations apply to the configuration and techniques of the construction of Improvements as they relate to building walls, building elements, roofs, windows, and doors:

(1) Building Walls.

(a) Building walls may be built of no more than two (2) materials and shall only change material along a horizontal line, i.e., brick may be combined

with wood siding when the material change occurs horizontally (typically at a floor line), with the heavier material below the light. Walls of a single Building must be built in a consistent configuration. Wood clapboard shall be horizontal.

(b) Undercrofts may be skirted. Horizontal wood boards or framed wood may be installed with spaces between members not larger than 1.5" or smaller than 0.75". Lattice (horizontal and vertical only) may be installed between wood piers and pilings, and brick screens may be installed between concrete piers and pilings.

(c) Garden Walls shall generally be constructed of the same material as the first floor of the primary Building. Masonry piers with wood pickets may replace solid masonry walls. Wood may replace masonry at the rear property line. Masonry walls shall be made of stuccoed concrete while gates shall be wood or steel. Walls may be perforated.

(2) Building Elements.

(a) Chimneys shall be a minimum of 1:1 proportion in plan and capped to conceal spark arresters. Flues shall be no taller than required by the applicable building code. Fireplace enclosures and chimneys shall extend to the ground.

(b) Piers shall be no less than twelve (12") inches by twelve (12") inches.

(c) Posts shall be no less than six (6") inches by six (6") inches.

(d) Railings shall have top and bottom rails. Wood top rails shall be eased and bottom rails shall have a vertical section. Top and bottom rails shall be centered on the boards or pickets. The openings between the members shall be a minimum of one (1") inch and a maximum of four (4") inches.

(e) Balconies shall be structurally supported by brackets, tapered beams, or columns.

(3) Roofs.

(a) Principal roof on all freestanding Buildings shall be a symmetrical hip or gable with a slope of 8:12 to 10:12. Also allowed are gabled hips, hipped gables and flared hips. Where Garages meet in a party wall condition, gabled ends are allowed.

(b) Ancillary roofs (attached to walls or roofs) may be sheds sloped no less than 3:12.

(c) Eaves shall be continuous, unless overhanging a balcony or Porch. Eaves shall have an overhang from sixteen (16") inches to thirty-two (32") inches. Overhanging Eaves may have exposed rafters.

(4) Windows and Doors.

(a) Shutters when used shall be operable, sized and shaped to match the openings. Shutters in accordance with specific Architectural Typologies is encouraged.

(b) There may be no more than one (1) circular or hexagonal window on any principal elevation.

(c) Rectangular windows shall be operable encasement or single hung. Circular and hexagonal windows may be fixed.

Section 8.9 Colonial Revival Architectural Typology. The following additional architectural regulations shall apply to the structures and Improvements of the Colonial Revival Architectural Typology within Acadia Plantation.

a. **Materials.** The following regulations of materials used in the construction of Improvements as they relate to building walls, building elements, windows, and doors shall apply:

(1) Building Walls.

(a) Exterior Architectural Woodwork. Exterior architectural woodwork shall be limited to custom or premium grades of woodworking and shall include, but is not limited to, exterior standing and running trim, exterior ornamental work, pediment heads, pilasters, cupolas, railings, columns, exterior frames and jambs, and exterior shutters. Species of wood for exterior woodwork shall include Honduras Mahogany, Clear All Heart Redwood, All Heart Western Red Cedar, Clear All Heart Red Cypress, Spanish Cedar, or Treated Southern Pine as suitable for retaining painted finish coating, high density polymer molded products, fiber-cement board "hardi-plank" and "clear-lam" engineered products or approved equal. Exterior siding shall consist of 1 x 6 or 1 x 8 wood or cement board.

(b) Cement Plaster (Stucco). Portland cement plaster shall consist of three coat work over metal lath. A factory-prepared integrally colored synthetic finish coat shall be considered acceptable for use, however adherence to color palette by painting, if required, shall still remain. As an alternative to a three coat system, international building code approved woodwork as defined under "woodwork" section of this specification and hard coat synthetic plaster are approved, however, the use of exterior polystyrene sheet board is not allowed.

(c) Unit Masonry. Brick unit masonry shall be chosen from the palettes of wire cut brick selections pre-approved for use within the development by the Design Review Board. Concrete masonry units shall not be considered acceptable for exposed applications.

(2) Building Elements.

(a) Chimneys shall be finished with brick.

(b) Piers and arches shall be brick.

(c) Stoops shall be made of wood, brick or concrete. If concrete, a Stoop shall have brick, tile or stucco walls.

(d) Porticos are allowed.

(3) Windows and Doors.

(a) Garage doors shall be wood or aluminum. Doors shall be painted or stained.

(b) Windows at Frontage Lines. Wood window units shall be limited to primed wood window units for field painting, aluminum clad window units, and vinyl clad window units as approved by the Design Review Board. All window units shall have divided Lights with authentic wood Muntins and mullions in the styles and configurations as indicated in the architectural regulations. Insulated glazing shall be allowed for use, however, tint and reflectivity shall be limited to a maximum of ten (10%) percent.

(c) Windows at non-Frontage Lines. Windows at elevations not contributing to the quality public domain may be other types approved by the Design Review Board, namely pure vinyl, aluminum, and wood. True divided Lights are not required. Muntins, however, shall not be flat. There are no tinting requirements on these windows.

b. **Configuration and Techniques.** The following regulations apply to the configuration and techniques of the construction of Improvements as they relate to building walls, building elements, roofs, windows, and doors:

(1) Building Walls.

(a) Horizontally applied boards (beveled or drop siding) and wooden shingles are permitted. Plywood and diagonal siding are not permitted.

(b) Stucco is allowed over wood frame or masonry construction. Stucco must have a smooth, trowel applied and sand finish. Sprayed applications and swirl or other heavily textured patterns are prohibited.

(c) Foundation walls and piers shall be parged block, brick, smooth-finished poured concrete or stucco. Retaining walls shall be masonry or stuccoed.

(d) Building walls shall be finished in stucco with smooth sand finish, brick from pre-approved palette.

(e) Undercrofts shall be skirted. Horizontal wood boards or framed wood may be installed with spaces between members not larger than 1.5" or smaller than 0.75". Lattice (horizontal and vertical only) may be installed between wood piers and pilings, and brick screens may be installed between concrete piers and pilings.

(f) Garden Walls shall generally be constructed of the same material as the first floor of the primary Building. Masonry piers with wood pickets may replace solid masonry walls. Wood may replace masonry at the rear property line. Masonry walls shall be made of stuccoed concrete while gates shall be wood or steel. Walls may be perforated.

(g) Building walls may be built of no more than two materials and shall only change material along a horizontal line, i.e., brick may be combined with wood siding when the material change occurs horizontally (typically at a floor line), with the heavier

material below the light. Walls of a single building must be built in a consistent configuration. Wood clapboard shall be horizontal.

(2) Building Elements.

(a) Chimneys shall be a minimum of 2:1 proportion in plan and capped to conceal spark arresters. Flues shall be no taller than required by the applicable building code. Fireplace enclosures and chimneys shall extend to the ground.

(b) Piers shall be no less than twenty-four (24") inches by twelve (12") inches.

(c) Posts shall be no less than six (6") inches by six (6") inches.

(d) Railings shall have top and bottom rails. Wood top rails shall be eased and bottom rails shall have a vertical section. Top and bottom rails shall be centered on the boards or pickets. The openings between the members shall be a minimum of one (1") inch and a maximum of four (4") inches.

(e) Balconies shall be structurally supported by columns.

(f) Porticos shall create an accentuated front door with decorative crown.

(g) Entrance porticos should be six (6') feet to eight (8') feet deep and may feature a variety of profiles which include: a gabled roof with an elliptical arch, a crosshead profile Cornice with or without a two (2') foot, six (6") inch Balustrade, and a plain pediment. Balustrades are typically one (1") inch by one (1") inch square, spaced at four (4") inches on center.

(h) The side Porch is typically constructed using paired eight (8") inch square or round columns. These Porches may be screened with a dark screening material on a frame set behind the columns.

(i) The full façade double height portico runs the full length of the front façade on the main body of the house. The shallow pitch shed roof is an extension of the main house Eave. This Porch has a simple but deep Cornice over twelve (12") inches arranged as a three (3) to five (5) bay composition. These Porches are typically ten (10') feet to twelve (12') feet deep.

(3) Roofs.

(a) Principal roof on all freestanding Buildings shall be a symmetrical hip or gable with a slope of 6:12 to 10:12.

(b) Ancillary roofs (attached to walls or roofs) are allowed.

(c) Eaves shall be continuous, unless overhanging a balcony or Porch. Eaves shall have an overhang from twelve (12") inches to sixteen (16") inches. Overhanging Eaves are typically shallow boxed, frequently with Dentils.

(4) Windows and Doors.

(a) Window proportions shall be six (6) over nine (9) on first floor and six (6) over six (6) on second floor, or nine (9) over nine (9) on first floor and six (6) over nine (9) on second floor.

(b) Frontage Lines. Shutters when used shall be operable, sized and shaped to match the openings. Shutters in accordance with specific Architectural Topologies is encouraged.

(c) Non-Frontage Lines. Shutters, when used, may be operable or fixed, sized and shaped to match the openings. Shutters in accordance with specific Architectural Topologies is encouraged.

(d) Rectangular windows shall be operable encasement or single hung. Circular and hexagonal windows may be fixed.

(e) Windows and doors commonly have overhead fanlights or sidelights.

(f) Façade normally has balanced symmetrical windows with a center door.

Section 8.10 Classical Architectural Typology. The following additional architectural regulations shall apply to the structures and Improvements of the Classical Architectural Typology within Acadia Plantation.

a. **Materials.** The following regulations of materials used in the construction of Improvements as they relate to building walls, building elements, windows, and doors shall apply:

(1) Building Walls.

(a) Exterior Architectural Woodwork. Exterior architectural woodwork shall be limited to custom or premium grades of woodworking and shall include, but is not limited to, exterior standing and running trim, exterior ornamental work, pediment heads, pilasters, cupolas, railings, columns, exterior frames and jambs, and exterior shutters. Species of wood for exterior woodwork shall include Honduras Mahogany, Clear All Heart Redwood, All Heart Western Red Cedar, Clear All Heart Red Cypress, Spanish Cedar, or Treated Southern Pine as suitable for retaining painted finish coating, high density polymer molded products, fiber-cement board "hardi-plank" and "clear-lam" engineered products or approved equal. Exterior siding shall consist of 1 x 6 or 1 x 8 wood or cement board.

(b) Cement Plaster (Stucco). Portland cement plaster shall consist of three coat work over metal lath. A factory-prepared integrally colored synthetic finish coat shall be considered acceptable for use, however, adherence to color palette by painting, if required, shall still remain. As an alternative to a three coat system, international building code approved woodwork as defined under "woodwork" section of this specification and hard coat synthetic plaster are approved, however, the use of exterior polystyrene sheet board is not allowed.

(c) **Unit Masonry.** Brick unit masonry shall be chosen from the palettes of wire cut brick selections pre-approved for use within the development by the Design Review Board. Concrete masonry units shall not be considered acceptable for exposed applications.

(2) **Building Elements.**

(a) Chimneys shall be finished with stucco, brick or wood.

(b) Piers and arches shall be stucco or brick.

(c) Columns shall be made of wood, fiberglass, composite, concrete or stucco, in true architectural grade. Aluminum columns are not allowed.

(d) Stoops shall be made of wood, brick or concrete. If concrete, a Stoop shall have brick, tile, stucco walls, or parged concrete.

(3) **Windows and Doors.**

(a) Garage doors shall be wood or aluminum. Doors shall be painted or stained.

(b) **Windows at Frontage Line.** Wood window units shall be limited to primed wood window units for field painting, aluminum clad window units, and vinyl clad window units as approved by the Design Review Board. All window units shall have divided Lights with authentic wood Muntins and mullions in the styles and configurations as indicated in the architectural regulations. Insulated glazing shall be allowed for use, however, tint and reflectivity shall be limited to a maximum of ten (10%) percent.

(c) **Windows at Non-Frontage Lines.** Windows at elevations not contributing to the quality public domain may be other types approved by the Design Review Board, namely pure vinyl, aluminum, and wood. True divided Lights are not required. Muntins, however, shall not be flat. There are no tinting requirements on these windows.

b. **Configuration and Techniques.** The following regulations apply to the configuration and techniques of the construction of Improvements as they relate to building walls, building elements, roofs, windows, and doors:

(1) **Building Walls.**

(a) Horizontally applied boards (beveled or drop siding) and wooden shingles are permitted. Plywood and diagonal siding are not permitted.

(b) Stucco is allowed over wood frame or masonry construction. Stucco must have a smooth, trowel applied and sand finish. Sprayed applications and swirl or other heavily textured patterns are prohibited.

(c) Foundation walls and piers shall be parged block, brick, smooth-finished poured concrete or stucco. Retaining walls shall be masonry or stuccoed.

(d) Building walls shall be finished in stucco with smooth sand finish, brick from pre-approved palette.

(e) Undercrofts shall be skirted. Horizontal wood boards or framed wood may be installed with spaces between members not larger than 1.5" or smaller than 0.75". Lattice (horizontal and vertical only) may be installed between wood piers and pilings, and brick screens may be installed between concrete piers and pilings.

(f) Garden Walls shall generally be constructed of the same material as the first floor of the primary Building. Masonry piers with wood pickets may replace solid masonry walls. Wood may replace masonry at the rear property line. Masonry walls shall be made of stuccoed concrete while gates shall be wood or steel. Walls may be perforated.

(g) Building walls may be built of no more than two (2) materials and shall only change material along a horizontal line, i.e., brick may be combined with wood siding when the material change occurs horizontally (typically at a floor line), with the heavier material below the light. Walls of a single Building must be built in a consistent configuration. Wood clapboard shall be horizontal.

(2) Building Elements.

(a) Chimneys shall be a minimum of 2:1 proportion in plan and capped to conceal spark arresters. Flues shall be no taller than required by the applicable building code. Fireplace enclosures and chimneys shall extend to the ground.

(b) Piers shall be no less than twenty-four (24") inches by twelve (12") inches.

(c) Columns should include architectural taper and authentic cap and base detail.

(d) Railings shall have top and bottom rails. Wood top rails shall be eased and on the boards or pickets. The openings between the members shall be a minimum of one (1") inch and a maximum of four (4") inches.

(e) Balconies shall be structurally supported by columns.

(f) Cornices shall have boxed Eaves of twelve (12") inches to eighteen (18") inches. A wide freeze band is occasionally found beneath the Cornice.

(g) Of particular importance is the proportion of the Doric or Tuscan columns and the depth and detailing of the entablature above. Columns on the classical Portico shall be of Corinthian, Tuscan, Doric, or Ionic orders.

(3) Roofs.

(a) Principal roof on all freestanding Buildings shall be a symmetrical hip or gable with a slope of 8:12 to 10:12. Where Garages meet in a party wall condition, gabled ends are allowed.

(b) Temple fronts can be 6:12 to 10:12.

(c) Eaves shall be continuous, unless overhanging a balcony or Porch. Eaves shall have an overhang from sixteen (16") inches to thirty-two (32") inches. Overhanging Eaves may have exposed rafters.

(4) Windows and Doors.

(a) Window proportions shall be six (6) over nine (9) on first floor and six (6) over six (6) on second floor, or nine (9) over nine (9) on first floor and six (6) over nine (9) on second floor.

(b) Frontage Lines. Shutters when used shall be operable, sized and shaped to match the openings. Shutters in accordance with specific Architectural Topologies is encouraged.

(c) Non-Frontage Lines. Shutters, when used, may be operable or fixed, sized and shaped to match the openings. Shutters in accordance with specific Architectural Topologies is encouraged.

(d) Doors commonly have elaborate decorative surrounds.

Section 8.11 Greek Revival Architectural Typology. The following additional architectural regulations shall apply to the structures and Improvements of the Greek Revival Architectural Typology within Acadia Plantation.

a. **Materials.** The following regulations of materials used in the construction of Improvements as they relate to building walls, building elements, windows, and doors shall apply:

(1) Building Walls.

(a) Exterior Architectural Woodwork. Exterior architectural woodwork shall be limited to custom or premium grades of woodworking and shall include, but is not limited to, exterior standing and running trim, exterior ornamental work, pediment heads, pilasters, cupolas, railings, columns, exterior frames and jambs, and exterior shutters. Species of wood for exterior woodwork shall include Honduras Mahogany, Clear All Heart Redwood, All Heart Western Red Cedar, Clear All Heart Red Cypress, Spanish Cedar, or Treated Southern Pine as suitable for retaining painted finish coating, high density polymer molded products, fiber-cement board "hardi-plank" and "clear-lam" engineered products or approved equal. Exterior siding shall consist of 1 x 6 or 1 x 8 wood or cement board.

(b) Cement Plaster (Stucco). Portland cement plaster shall consist of three coat work over metal lath. A factory-prepared integrally colored synthetic finish coat shall be considered acceptable for use, however, adherence to color palette by painting, if required, shall still remain. As an alternative to a three coat system, international building code approved woodwork as defined under "woodwork" section of this specification and hard coat synthetic plaster are approved, however, the use of exterior polystyrene sheet board is not allowed.

(c) Unit Masonry. Brick unit masonry shall be chosen from the palettes of wire cut brick selections pre-approved for use within the development by the

Design Review Board. Concrete masonry units shall not be considered acceptable for exposed applications.

(2) Building Elements.

- (a) Chimneys shall be finished with stucco, brick or wood.
- (b) Piers and arches shall be stucco or brick.
- (c) Columns shall be made of wood, fiberglass, composite, concrete or stucco, in true architectural grade. Aluminum columns are not allowed.
- (d) Stoops shall be made of wood, brick or concrete. If concrete, a Stoop shall have brick, tile, stucco walls, or parged concrete.

(3) Windows and Doors.

- (a) Garage doors shall be wood or aluminum. Doors shall be painted or stained.

(b) Windows at Frontage Lines: Wood window units shall be limited to primed wood window units for field painting, aluminum clad window units, and vinyl clad window units as approved by the Design Review Board. All window units shall have divided Lights with authentic wood Muntins and mullions in the styles and configurations as indicated in the architectural regulations. Insulated glazing shall be allowed for use, however, tint and reflectivity shall be limited to a maximum of ten (10%) percent.

(c) Windows at Non-Frontage Lines. Windows at elevations not contributing to the quality public domain may be other types approved by the Design Review Board, namely pure vinyl, aluminum, and wood. True divided Lights are not required. Muntins, however, shall not be flat. There are no tinting requirements on these windows.

b. **Configuration and Techniques.** The following regulations apply to the configuration and techniques of the construction of Improvements as they relate to building walls, building elements, roofs, windows, and doors:

(1) Building Walls.

(a) Horizontally applied boards (beveled or drop siding) and wooden shingles are permitted. Plywood and diagonal siding are not permitted.

(b) Stucco is allowed over wood frame or masonry construction. Stucco must have a smooth, trowel applied and sand finish. Sprayed applications and swirl or other heavily textured patterns are prohibited.

(c) Foundation walls and piers shall be parged block, brick, smooth-finished poured concrete or stucco. Retaining walls shall be masonry or stuccoed.

(d) Building walls shall be finished in stucco with smooth sand finish, brick from the pre-approved palette.

(e) Undercrofts shall be skirted. Horizontal wood boards or framed wood may be installed with spaces between members not larger than 1.5" or smaller than 0.75". Lattice (horizontal and vertical only) may be installed between wood piers and pilings, and brick screens may be installed between concrete piers and pilings.

(f) Garden Walls shall generally be constructed of the same material as the first floor of the primary Building. Masonry piers with wood pickets may replace solid masonry walls. Wood may replace masonry at the rear property line. Masonry walls shall be made of stuccoed concrete while gates shall be wood or steel. Walls may be perforated.

(g) Building walls may be built of no more than two (2) materials and shall only change material along a horizontal line, i.e., brick may be combined with wood siding when the material change occurs horizontally (typically at a floor line), with the heavier material below the light. Walls of a single Building must be built in a consistent configuration. Wood clapboard shall be horizontal.

(2) Building Elements.

(a) Chimneys shall be a minimum of 2:1 proportion in plan and capped to conceal spark arresters. Flues shall be no taller than required by the applicable building code. Fireplace enclosures and chimneys shall extend to the ground.

(b) Piers shall be no less than twenty-four (24") inches by twelve (12") inches.

(c) Columns shall include architectural taper and authentic cap and base detail.

(d) Railings shall have top and bottom rails. Wood top rails shall be eased and on the boards or pickets. The openings between the members shall be a minimum of one (1") inch and a maximum of four (4") inches.

(e) Balconies shall be structurally supported by columns.

(f) Cornices shall have boxed Eaves of twelve (12") inches to eighteen (18") inches. A wide freeze band is occasionally found beneath the Cornice.

(g) Of particular importance is the proportion of the Doric or Tuscan columns and the depth and detailing of the entablature above. Columns on the greek revival Portico shall be of Corinthian, Tuscan, Doric, or Ionic orders.

(3) Roofs.

(a) Principal roof on all freestanding Buildings shall be a symmetrical hip or gable with a slope of 8:12 to 10:12. Where Garages meet in a party wall condition, gabled ends are allowed.

(b) Temple fronts can be 6:12 to 10:12.

(c) Eaves shall be continuous, unless overhanging a balcony or Porch. Eaves shall have an overhang from sixteen (16") inches to thirty-two (32") inches. Overhanging Eaves may have exposed rafters.

(4) Windows and Doors.

(a) Window proportions shall be six (6) over nine (9) on first floor and six (6) over six (6) on second floor, or nine (9) over nine (9) on first floor and six (6) over nine (9) on second floor.

(b) Frontage Lines. Shutters when used shall be operable, sized and shaped to match the openings. Shutters in accordance with specific Architectural Topologies is encouraged.

(c) Non-Frontage Lines. Shutters, when used, may be operable or fixed, sized and shaped to match the openings. Shutters in accordance with specific Architectural Topologies is encouraged.

(d) Doors commonly have elaborate decorative surrounds.

Section 8.12 Landscaping; General.

a. **General.** Each Lot shall be landscaped in accordance with the requirements of this Declaration, the Design Code, and the Landscape Code as subsequently approved by Declarant.

b. **Specific Requirements for Alley-Loaded Lots.** A contiguous area along the rear boundary of Alley-Loaded Lots which includes at least thirty (30%) percent of the rear boundary of said Lots, and which is at least eight (8') feet deep at all points, shall be kept landscaped with grass and other plants pursuant to a landscape plan approved by the Design Review Board. The minimum area in question shall begin at the edge of the paving constructed within the said Alley.

c. **Removal of Trees.** In reviewing building plans, the Design Review Board shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the Design Review Board, which approval may be given when such removal is necessary for the construction of a Dwelling or other Improvement.

d. **Maintenance of Landscaping.** Each Owner of a Lot shall properly maintain and keep neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material all shrubs, trees, hedges, grass and plantings of every kind (collectively, "**Landscaping**") located on: (a) the Lot; (b) any public right-of-way or easement area which abuts or adjoins the Lot and which is located between the boundary line of his Lot and the paved area of any Street, sidewalk, bike-path or similar area (unless otherwise directed by the applicable Association); and (c) any non-street public right-of-way or easement area adjacent to the Lot (unless otherwise directed by the applicable Association); provided, however, that such Owner shall not be responsible for maintenance of any area over which: (i) the applicable Association assumes the responsibility in writing; (ii) such Association has been given such responsibility by this Declaration or any Supplemental Declaration; or (iii) the City of Thibodaux,

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Lafourche Parish or any other municipality or other Governmental Authority having jurisdiction over such property assumes responsibility, for so long as the City of Thibodaux, Lafourche Parish or such other municipality or other Governmental Authority assumes or has responsibility. For purposes of this subparagraph d., proper maintenance of Landscaping shall include, without limitation, removal and replacement of dead Landscaping, subject to the Design Review Board rules.

Section 8.13 Approved Builders, Contractors, Architects and Design Professionals.

a. **Builders.** All Builders must be approved by the Declarant or the applicable Board, if Declarant no longer owns any portion of the Property, to build in Acadia Plantation. A list of pre-approved Builders who understand the high quality of construction expected within Acadia Plantation is available in the Declarant's office.

b. **Contractors.** No Owner shall self-contract the construction of any Improvements on any Lot without the prior approval of the Design Review Board, in its sole discretion. The contractor selected by an Owner to construct Improvements on a Lot must be approved by the Design Review Board, in its sole discretion. Any approval by the Design Review Board of a contractor or Owner is not meant as an endorsement of that contractor's or Owner's ability and shall not be the basis for any liability on the part of the Design Review Board.

c. **Architects and Design Professionals.** The architect or other design professional selected by an Owner to design any Improvements to be constructed on a Lot must be approved by the Design Review Board, in its sole discretion. Approval by the Design Review Board of an architect or other design professional is not meant as an endorsement of that architect's or design professional's ability and shall not be the basis for asserting any liability on the part of the Design Review Board.

d. **Access to Approval Lists.** The list of approved contractors and the list of approved architects and other design professionals shall be maintained by the Association in the registered office of the Association and those lists shall be available for review by Owners during regular business hours of the Association.

e. **Approval Process.** Should an Owner desire to have a Dwelling or other Improvement constructed on a Lot by a contractor who is not approved by the Design Review Board, or to have a Dwelling or other Improvement to a Lot designed by an architect or other design professional who is not approved by the Design Review Board, the Owner shall submit to the Design Review Board such information as may be requested by the Design Review Board which information may include, without limitation thereto, the following: (a) name and address; (b) a listing of other dwellings or similar types of improvements constructed or designed, as the case may be, by the proposed contractor or design professional, together with photographs of such dwellings or similar types of improvements; (c) a listing of references who may be called to discuss the quality, effectiveness, thoroughness and other aspects of services to be provided by the proposed contractor or design professional; (d) evidence of insurance; (e) evidence of ability to obtain payment and performance bonds, or other evidence of net worth and liquidity; (f) other evidence of ability, as to a contractor, to build a Dwelling or other Improvements in a timely manner, in accordance with plans and specifications; and (g) other evidence, as to a design professional, of ability to design and provide specifications for a Dwelling or other Improvements which would be consistent with the requirements of this Declaration and the Design Documents.

Section 8.14 Review Procedure.

a. **Forms.** Examples of forms that may be used in the design review process are available for review in the development office.

b. **Construction Subject to Review; Application.** All construction or modification (except interior alterations not affecting the external structure or appearance of any Building) on any Lot or Common Area must be approved in advance by the Design Review Board. Prior to commencing any Work, an application for approval of such Work shall be submitted to the Design Review Board in such form as may be required by the Design Review Board or the Design Documents, as more fully set forth in subparagraph c. below. The application shall include Plans showing the site layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigating, and other features of the proposed construction, as required by the Design Documents as applicable. The Design Review Board may require the submission of such additional information as it deems necessary to consider any application. Modifications subject to review specifically include, but are not limited to, painting or other alteration of a Building (including doors, windows and trim); replacement of a roof or other parts of a Building other than with duplicates of the original material; installation of antennae, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy walls or other Fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; window coverings; and any material alteration of the landscaping or topography of Acadia Plantation, including without limitation any removal or substantial pruning of trees or plants. The listing of a category does not imply that such construction is permitted; this Declaration or the Rules and Regulations may, for example, prohibit certain antennae, satellite dishes or receivers, in which event, such a prohibition shall control.

c. **Consideration by Design Review Board.** The Design Review Board may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding Dwellings, Improvements and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Documents, architectural style or design, quality of workmanship and material, and quality and size of the proposed Improvements. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. Each Owner agrees and acknowledges that the listing in this subparagraph c. is not a complete listing and that in reviewing applications the Design Review Board may consider such other factors as the Design Review Board may in its sole discretion deem appropriate.

d. **Application.** The plans to be submitted for approval shall include (i) at least one (1), but not more than three (3) sets of the construction plans and specifications for all proposed Work, including all proposed grading, leveling, contouring, clearing and landscaping of the subject Lot, and which specifically reflect therein the structural components, size, shape, height, dimensions, floor plan or layout, materials and colors of the proposed Improvement, and the types of construction, (ii) elevations of all proposed Improvements and the location of all proposed Improvements on the Lot in question, (iii) a standard for what constitutes substantial completion based on current industry practices and customs, and (iv) such other items as the Design Review Board requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with plans and specifications that have been approved by the Design Review Board. Any modification to the approved plans and specifications must

be reviewed and approved by separate application. The Design Review Board shall, within thirty (30) days after receipt of each submission of the plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of the plans, or (ii) the disapproval of such plans, specifying the segments or features of the plans which are objectionable and suggestions, if any, for the curing of such objections. One (1) set of plans shall be returned to the Owner with comments. In the event the Design Review Board fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the plans, the applicant may give the Design Review Board written notice of such failure to respond, stating that unless the Design Review Board responds within ten (10) days of receipt of such notice, approval shall be deemed granted. Upon such further failure, approval shall be deemed to have been given, subject to the right of Declarant to veto approvals by the Design Review Board as set forth in this Section. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Documents, if any, unless a variance has been granted in writing pursuant to Section 8.16. If the application is denied, a formal appeal may be made in writing to the applicable Association, attention: Design Review Board. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid is deposited with the U. S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery. An application for withdrawal of plans may be made by an Owner without prejudice.

e. **Approval and Construction.** Within three (3) days after the Design Review Board has approved any application relating to proposed Work, the Design Review Board shall give written notice to Declarant of such action, together with such other information as Declarant may require. Declarant shall have ten (10) days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the Design Review Board and the applicant. If construction does not commence on any Work for which approval has been granted within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to re-submit plans for reconsideration in accordance with the Design Documents as are then in effect prior to commencing such Work. All Work shall be completed within two (2) years of commencement or such other period as may be specified in the notice of approval, unless completion is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the Design Review Board. Any approval given pursuant to this Declaration by the Design Review Board, Declarant or an Association, as applicable, shall not relieve an Owner of his/her/its obligation to obtain any approvals from a Governmental Authority. If such governmental approval is required and not obtained by the Owner, the Declarant, the applicable Association and/or the Governmental Authority may take whatever actions are necessary against the Owner to force compliance. Periodic inspections may be made by Declarant and the Design Review Board at any time during construction and when construction is complete to determine compliance with the approved plans.

f. **Substantial Completion.** Upon substantial completion based on the standard set forth in the application and approved by the Design Review Board, as set forth in subparagraph d. above, the Design Review Board shall issue a "**Certificate of Substantial Conformance**" which shall specify any deficiencies, if any, in the construction. Upon correction of any such deficiencies or if no such deficiencies exist, the Design Review Board shall issue a "**Certificate of Completion and Release**" in recordable form to the Builder or other applicable Person certifying that such construction conforms to the provisions of the Design Code and this Declaration.

g. **Review Fee.** A review fee of \$400.00, as same may be modified in the future by the Board or the Design Review Board, whichever applicable, shall be submitted together with those items required to be submitted pursuant to this Section. Should the Design Review Board reject, and or require modifications or changes, to any plans and/or specifications due to deviations in said plans or specifications from the Design Documents, then and in that event the Owner who submitted said plans and specifications shall pay another review fee of \$400.00 (or such amount as the said Review Fee may have been increased to by the Board or Design Review Board, as applicable). When an Owner resubmits revised plans and specifications, the Board or Design Review Board, as applicable, shall have the discretion to waive any such additional review fees if, in its sole discretion, it determines that the deviations from the Design Documents were not significant.

h. **Uniform Procedures.** The Design Review Board shall establish procedures for the receipt, review, and approval of applications.

i. **Enforcement.** Any Work performed in violation of this Article or in a manner inconsistent with the approved plans shall be deemed to be nonconforming. Upon written request from Declarant, an Association, a Board, or the Design Review Board, Owners shall, at their own cost and expense, remove any non-conforming structure or Improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Upon demand, the Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section, together with interest at the maximum rate then allowed by law. Should an Owner fail to remove and restore as required, the Design Review Board, Declarant or the applicable Association may bring an action for specific performance, declaratory judgment or injunction and shall be entitled to recover its actual attorney's fees in bringing such action.

Declarant, the Associations, the Boards, or the Design Review Board, acting separately or jointly, may preclude any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Documents from continuing or performing any further activities in the Property, subject to the notice and hearing procedures contained in the applicable Bylaws. Neither Declarant, the Associations, the Boards, or the Design Review Board, nor their officers, directors or agents shall be held liable to any Person for exercising the rights granted by this subparagraph.

Section 8.15 No Waiver of Future Approvals. Each Owner acknowledges that the Persons reviewing applications under this Article will change from time to time and that decisions regarding aesthetic matters and interpretation and application of the Design Documents may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the Improvements involved, but the Design Review Board may refuse to approve similar proposals in the future. Approval of proposals, plans and specifications, or drawings for any Work done or proposed, or in connection with any matter requiring approval, shall not be deemed a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters whenever subsequently or additionally submitted for approval.

Section 8.16 Variances. All variance requests must be made in writing. The Design Review Board may, but shall not be required to, grant a variance from compliance with any of the provisions of the Design Documents when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, or when architectural merit warrants such variance, as it may determine in its sole discretion. Such

variances shall be granted only when, in the sole judgment of the reviewing entity, unique circumstances exist. No Owner shall have any right to demand or obtain a variance. No variance shall (a) be effective unless in writing, (b) be contrary to this Declaration, or (c) stop the Design Review Board from denying a variance in other circumstances. Notwithstanding the foregoing, any Work performed pursuant to a variance granted by the Design Review Board shall nevertheless be performed in compliance with the other terms and provisions of this Declaration and the Design Documents. If a variance is granted, no violation of this Declaration or the Design Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration for any purposes except as to the particular instance covered by the variance, and in no case shall the granting of a variance in one instance obligate the Design Review Board to grant a variance in another instance.

Section 8.17 Limitation of Liability. The standards and procedures established by this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics and monetary values of the Property and to maximize compliance with the Declaration and the Design Documents for the benefit of all Owners, but shall not create any duty to any Person. Declarant, the Design Review Board, the Associations, the Boards, or any member thereof does not:

- a. assume any responsibility for ensuring structural adequacy, capacity, integrity, soundness, or safety features of structures or Improvements, or compliance with building codes, safety requirements and other governmental requirements, or ensuring that structures on Lots are located so as to avoid impairing views from or other negative impact on neighboring Lots;
- b. make any representation or warranty that all structures and Improvements constructed within the Property are or will be of comparable quality, value, size, or design; or
- c. assume any responsibility for the performance or quality of Work of any architect or contractor or Builder.

Neither Declarant, the Associations, the Boards, the Design Review Board, nor any member of any of the foregoing shall be held liable for non-compatible or unstable soil conditions, soil erosion, drainage problems or other general site work, nor for defects in Work done according to approved plans, nor for any injury, damages, or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot.

Section 8.18 Warranty. Neither the approval by the Design Review Board of any plans or specifications for any Work nor any review, inspection or observation of such Work shall in any manner constitute a warranty, representation or the undertaking of any duty or obligation on the part of the Design Review Board, the Associations, the Boards, Declarant or their respective members, agents, employees, partners, and representatives, to any person, that any method, practice, design, material or structure, contained, shown or specified in any plans or specifications approved by the Design Review Board, or reviewed, inspected or observed by the Design Review Board or its members, (a) is safe or proper or sound or free from defects or vices or is invested with any quality or characteristic whatsoever, (b) complies with the requirements of this Declaration or the Design Documents, (c) complies with the requirements of any contract, agreement or instrument, (d) complies with the requirements of any law, ordinance or regulation applicable to Owner's Lot and/or the Work which Owner proposes to have performed on the Lot, or (e) does not create an encroachment on a Utility

Easement for which permission must be obtained from those utility providers using the Utility Easement.

Section 8.19 Release From Liability.

a. Each person who submits plans and specifications to the Design Review Board for a particular Work, each Owner who performs or contracts for the performance of such Work on any Lot pursuant to such plans and specifications, and each architect, engineer, contractor, sub-contractor, supplier, materialman or other person who participates or engages in any Work on any Lot pursuant to such plans and specifications, hereby fully releases and discharges the Design Review Board, and its members, the Boards and their members, the Associations, Declarant and their officers, directors, employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, costs and fees (including reasonable attorneys' fees) arising out of any act, or fault by any person, or any defect, vice, hazard or failure, in any material, Lot or Improvement, relating in any way to such Work.

b. The Design Review Board shall have the power and authority to reject any plans or specifications for any Work that in the sole opinion of the Design Review Board does not meet the requirements of this Declaration and/or the Design Documents, and any Owner whose plans or specifications have been so rejected does hereby fully release and discharge the Design Review Board and its members, the Boards and their members, the Associations, Declarant and their officers, directors, employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, costs and fees arising out of such rejection of plans or specifications, the opinion of the Design Review Board being final and binding and not subject to any claim or challenge whatsoever. Should any Owner nevertheless make any claim or challenge to the rejection by the Design Review Board of any plans or specifications, such Owner agrees to pay the actual attorneys' fees, costs and expenses incurred by the Design Review Board in defending or responding to such claim or challenge.

**ARTICLE 9
MAINTENANCE AND REPAIR**

Section 9.1 Maintenance of Units.

a. **General.** Each Owner shall maintain his or her Lot and all structures, parking areas, landscaping, and other Improvements comprising the Lot in a manner consistent with the Community-Wide Standard unless such maintenance responsibility is otherwise assumed by or assigned to the applicable Association or a condominium or similar owners association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Lot.

b. **Landscaped Areas.** Each Owner shall also maintain, mow, irrigate, replace sod, and prune all landscaping lying within the right-of-way of adjacent public Streets and Alleys between the Lot boundary and the curb of such public Street or Alley, and between the Lot boundary and any adjacent servitudes for pedestrian paths or sidewalks, in a manner consistent with the Community-Wide-Standard unless responsibility for maintaining such landscaped areas has been assigned to or assumed by the applicable Association.

c. **Common Area.** The Associations shall maintain their Common Area (as shown on the Initial Plat attached hereto) in a manner consistent with the Community-Wide Standard unless such maintenance responsibility is otherwise assumed by or assigned to a condominium

or similar owners association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Common Area.

d. **Alleys.** The Associations shall maintain the Alleys located within Acadia Plantation. Ownership of such Alleys shall remain with the adjacent Owners as provided in Section 13.5.

e. **Enforcement.** In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, its Association may perform such maintenance responsibilities and assess all costs incurred by such Association against the Lot and the Owner in accordance with Article 12. The Association shall afford the Owner notice and a reasonable opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

Section 9.2 Maintenance of Other Property.

a. **Service Area.** Upon Board resolution, the Owners of Lots within each Service Area shall be responsible for paying, through Service Area Assessments, the costs of operating, maintaining and insuring certain portions of the Common Area within or adjacent to such Service Area. This may include, without limitation, the costs of maintaining any signage, right-of-way and Green space within the Service Area or between the Service Area and adjacent public Roads or private Streets within the Service Area, and lakes or ponds within the Service Area, regardless of ownership and regardless of the fact that such maintenance may be performed by the applicable Association; provided, however, all areas which are similarly situated shall be treated the same.

b. **Other.** Any condominium or similar owners association having responsibility for maintenance of any portion of the Property shall perform, with respect to such property, all maintenance required of an Owner under this Article in a manner consistent with the Community-Wide Standard. If it fails to do so, such Association may perform such responsibilities and assess the costs against all Lots within the boundaries of such Association's jurisdiction as provided in Article 12.

Section 9.3 Responsibility for Repair and Replacement. Each Owner shall be responsible for obtaining and maintaining property insurance on all insurable Improvements on his or her Lot, unless either a condominium or other owners association of which the Lot is a part, or its Association, carries such insurance (which they may but are not obligated to do hereunder). If such Association assumes responsibility for obtaining any insurance coverage on behalf of its Owners hereunder, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner thereof pursuant to Section 12.11. Each Owner shall also maintain liability insurance to fund its obligation to indemnify such Association and the Joint Committee pursuant to Section 10.20, subparagraph c.

a. **Damage or Destruction.** Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Lot the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 7 and Article 8 of this Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

b. **Other.** The requirements of this Section shall apply to any condominium or similar owners association responsible for any portion of the Property in the same manner as if it were an Owner and such property were a Lot. Additional recorded covenants applicable to any portion of the Property may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Lots within such portion of the Property and for clearing and maintaining such Lots in the event the structures are not rebuilt or reconstructed.

Section 9.4 Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Boards and the Design Review Board may determine to be necessary or appropriate to satisfy the Community-Wide Standard. All maintenance and irrigation shall be performed in a manner consistent with the Community-Wide Standard, all applicable Reservations, and the requirements and restrictions set forth in the TND Ordinance.

PART THREE: GOVERNANCE AND ADMINISTRATION

The owners in the traditional neighborhood development are responsible for the success of the community's governance and administration. This Declaration establishes a homeowners association and a commercial association as the mechanisms by which each owner of property in the development provides support and participation. The Board of Directors of the Association and the owners are vested with certain powers and responsibilities in the operation and maintenance of the associations and the development of Acadia Plantation.

**ARTICLE 10
ASSOCIATIONS AND MEMBERS**

Section 10.1 Types of Associations. There shall be two (2) associations organized and created pursuant to the terms of this Declaration and each association's articles of incorporation and bylaws for the operation and management of the Property. The following associations shall be organized as non-profit corporations under the laws of the State of Louisiana:

- a. a residential association; and
- b. a commercial association.

Section 10.2 Residential Association. The Residential Association is the entity responsible for the management, maintenance, operation and control of the Common Area within the portions of the Property which are designated residential on the Initial Plat or in a residential mixed-use Building if the residential portion of the Building is separately owned and located outside of Village Center.

Section 10.3 Commercial Association. The Commercial Association is the entity responsible for the management, maintenance, operation and control of the Common Area within the portions of the Property which are designated commercial or mixed-use on the Initial Plat. All property located in Village Center shall be governed by the Commercial Association, except for multi-family residential buildings which shall be governed by the Residential Association in all cases. The Commercial Association may also serve as a merchant's association for the advertising and business development activities of commercial Owners in

Acadia Plantation, if so decided by the Board of Directors of the Commercial Association and as set forth in such Association's Bylaws.

Section 10.4 Use of Terms Herein. The Residential Association and the Commercial Association shall individually be referred to in this Declaration as an "Association" or collectively as the "Associations", unless otherwise expressly provided or the context otherwise requires.

Section 10.5 Function of Associations. The Associations are the entities responsible for management, maintenance, operation and control of their respective Common Areas within the Property in good, clean, attractive and sanitary condition, order and repair, consistent with this Declaration, the Community-Wide Standard, the TND Ordinance and the Design Documents. The Associations shall be the primary entities responsible for enforcement of this Declaration and the Rules and Regulations regulating use of the Property as the Board may adopt. Upon delegation by Declarant or termination of Declarant's authority over certain architectural matters, pursuant to the provisions of Article 8, the Associations shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Documents through the Design Review Board with respect to their respective portions of the Property. The Associations shall perform their functions in accordance with this Declaration, their Bylaws, their Articles, Louisiana law, and any rules adopted by the Design Review Board.

The Associations may enter into contractual agreements with each other to share facilities and Common Area, and to provide for any required contribution for expenses and costs of same.

Section 10.6 Joint Committee. The Joint Committee serves as a unifying entity for the residential and nonresidential elements of Acadia Plantation. Declarant shall appoint one (1) member of the Joint Committee, and each Association shall appoint one (1) member of the Joint Committee. At such time as Declarant has sold all Lots in Acadia Plantation, each Association shall appoint two (2) members to serve on the Joint Committee. Declarant and the Associations shall cooperate with the Joint Committee in upholding the Community-Wide Standard for Acadia Plantation. Notwithstanding anything contained herein to the contrary, the Associations may delegate any of their maintenance responsibilities hereunder to the Joint Committee by agreement with the Joint Committee, including any portion of the Common Area. No such delegation shall be revoked without the written consent of the Joint Committee.

Section 10.7 Acceptance and Control of Association Property. The Associations may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant and its designees may convey to an Association improved or unimproved real estate located within the Property, personal property, leasehold and other property interests; provided, however, Declarant shall not convey any real estate to an Association as Common Area which it knows to contain hazardous substances which would require remediation or create liability for the property owner under state or federal law. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association, not inconsistent with this Declaration, and this Declaration. Declarant shall convey the initial Common Area to the Associations prior to the conveyance of a Lot to any Person other than a Builder; provided that Declarant convey that portion of the Common Area which is designated residential on the Initial Plat or as otherwise set forth in Section 10.2 herein only to the Residential Association and that portion of the

Common Area which is designated commercial on the Initial Plat or as otherwise set forth in Section 10.3 herein only to the Commercial Association.

Section 10.8 Additional Powers. To the extent permitted by any Governmental Authority, the Associations may, but are not obligated to, provide the following services or engage in the following activities within Acadia Plantation:

- a. water, sewer, electrical, telephone, cable television or other utility services, including the supply or irrigation water, and garbage and trash collection and disposal;
- b. laundry equipment or service;
- c. insect and pest control;
- d. improvement of vegetation, fishing and wildlife conditions;
- e. pollution and erosion controls;
- f. emergency rescue, evacuation or safety equipment;
- g. fire protection and prevention;
- h. lighting of their respective Common Roads and Streets;
- i. security systems and security patrols within Acadia Plantation;
- j. transportation;
- k. day care and child care services;
- l. landscape maintenance for and within their respective Common Areas;
- m. recreation, sports, craft and cultural programs;
- n. newsletters or other information services;
- o. maintenance of yards on Lots (which includes without limitation thereto grass cutting and maintenance of shrubbery and flower beds),
- p. any other service allowed, or not prohibited, by law to be provided by a community association organized as a [not-for-profit] corporation,
- q. maintenance of Utility Easement areas, public rights-of-way and other public or private properties located within reasonable proximity to Acadia Plantation if its deterioration would affect the appearance of or access to Acadia Plantation, or if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard,
- r. cessation of existing garbage collection and contracting with a third party for such collection. It is declared and acknowledged that the Alleys on Alley-Loaded Lots are expected to be inadequate in width to accommodate the vehicles used by the third party(ies) with whom the City of Thibodaux and/or Parish of Lafourche contracts for collection and removal of garbage, trash and recyclables (hereinafter the "**Contract Garbage Collector(s)**"). If an Association

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Board, in its sole discretion, determines that it is unsafe or otherwise inadvisable to allow the Contract Garbage Collector(s) to pick up and collect garbage, trash and/or recyclables from within Acadia Plantation, such Board is hereby expressly authorized and directed, on behalf of all Owners, to (a) direct and instruct the said Contract Garbage Collector(s), or any of them, to cease, until further notice, any collection of trash, garbage or recyclables from any Lots within Acadia Plantation, and (b) contract with a third party for such third party to collect and pick up from each Lot within Acadia Plantation all garbage, trash and recyclables that require collection and disposal within Acadia Plantation, with the cost of same being billed as Assessments;

s. contracting with Declarant or any other party for (a) the performance of all or any portion of the management of an Association, (b) its maintenance and repair obligations, or (c) the purpose of providing any services of a municipal, utility, or similar nature which the Association deems necessary, appropriate or desirable to enhance the Community-Wide Standard, the lifestyle within the Property, and/or the amenities available to Owners, and which the Association is authorized to provide as set forth in this Article 10. Such services may include, but shall not be limited to, refuse removal, insect control, services pursuant to subparagraph r. above, basic access to cable television, and similar services. The cost of any such services made available to all Lots within the Property shall be included in the Common Expenses to be assessed and collected as part of the General Assessment against each Lot pursuant to Article 12. The cost of such contract(s) shall be included within the General Assessment, Neighborhood Assessment, Special Assessment or Individual Lot Assessment as applicable and as determined by the Board. An Association may require that Owners contract with a third party for certain routine yard maintenance (which includes without limitation thereto grass cutting and maintenance of shrubbery and flower beds), in order to provide a uniform level of care within Acadia Plantation. The Associations are also hereby granted an irrevocable power of attorney, coupled with an interest, to contract for routine maintenance and other services not required to be provided by the Associations, but the cost of which would be assessed to that Owner as an Individual Lot Assessment. The Associations may also act as an agent for an Owner, but is not obligated to, contract for routine maintenance and other services not required to be provided by the Associations, the cost of which would be assessed to that Owner as an Individual Lot Assessment. For the purpose of exercising this agency, each Owner does grant an irrevocable power of attorney to their respective Association, which is a power coupled with an interest, and such Association in that capacity may act on behalf of, and as said Owner's agent and attorney-in-fact to accomplish the authority intended as set forth in the first part of this sentence. The terms and conditions of all such contracts as are entered into pursuant to this Section shall be at the discretion of the Board; and

t. ownership, operation and maintenance of a community network computer system and software and permitting access to such system by the Owners and occupants of all Lots within the Property (and such other Persons as the Board may determine appropriate). The Associations shall include all costs herefrom in their respective budgets as Common Expenses to be assessed and collected as part of the General Assessment against each Lot pursuant to Article 12.

Section 10.9 Costs. To the extent that an Association provides any of the services described in Section 10.8 or engages in any of the activities described in Section 10.8, the cost of same shall be billed to the respective Members as Assessments and, in the discretion of its Board, said costs may be included in either the General Assessment or in the Individual Lot Assessments. If requested by at least ten (10%) percent of the Members, a Community Meeting may be called and the offering of any additional service under Section 10.8 may be repealed by majority vote of the Members. Except as otherwise specifically provided herein, all

costs associated with maintenance, repair and replacement of the Common Areas shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Area pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Area shall be a Service Area Expense assessed against the Service Area(s) to which the Exclusive Common Area is assigned, notwithstanding that the Association may be responsible for performing such maintenance.

Section 10.10 Servitudes. There are hereby reserved to the Associations servitudes over the Property as necessary to enable the Associations to fulfill their responsibilities under this Article 10. The Associations shall maintain the facilities and equipment within their Common Areas in continuous operation, except for any periods necessary, as determined in the sole discretion of its Board, to perform required maintenance or repairs, unless Voting Members representing seventy-five (75%) percent of the Class "A" votes in the Associations and the Class "B" Member, if any, agree in writing to discontinue such operation. This limitation shall not apply to Streets or Roads which an Association owns or controls; an Association, acting through its Board, may temporarily or permanently close portions of any such Streets or Roads to control traffic or traffic flow, or to enhance privacy, or for similar purposes, without approval of its Members.

Section 10.11 Service Area. The Associations may assume maintenance responsibility for any portion of their Property within any Service Area, in addition to any additional property designated by a Supplemental Declaration, either by agreement with the Service Area Committee, or because, in the opinion of its Board, the level and quality of existing service is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this Section shall be assessed as a Service Area Assessment only against the Lots within the Service Area to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Section 10.12 Failure to Perform Maintenance. In the event that an Association fails to properly perform its maintenance responsibilities hereunder, Declarant may, upon not less than ten (10) days' notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred in connection with the performance of such maintenance.

Section 10.13 Membership. Every Owner of a Lot designated as residential on the Initial Plat, or any portion of a mixed-use Building wherein the residential portion is separately owned and located outside of Village Center shall be a Member of the Residential Association. There shall be only one (1) membership per Lot. Membership shall be appurtenant to and may not be separate nor apart from ownership of any Lot. Every Owner of a Lot designated as commercial or mixed-use on the Initial Plat shall be a Member of the Commercial Association. There shall be only one (1) membership per Lot. Membership shall be appurtenant to and may not be separate nor apart from ownership of any Lot.

a. **Co-Owners.** If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Article 10 and in the respective Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

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

Section 10.14 Voting Rights. The Associations shall each have two (2) classes of membership, which are Class "A" membership and Class "B" membership, described as follows:

a. **Class "A".** Class "A" Members of the Residential Association shall be all Owners of property designated as residential or live/work on the Initial Plat or any portion of a mixed-use Building wherein the residential portion is separately owned, except Declarant for so long as Declarant remains a Class "B" Member. Class "A" Members of the Commercial Association shall be all Owners of property designated as commercial or mixed-use on the Initial Plat, except Declarant for so long as Declarant remains a Class "B" Member. Each Class "A" Member shall have one (1) vote for each Lot which they own; provided, there shall be only one (1) vote per Lot and, no votes shall be exercised on account of any property which is exempt from assessment under Article 12. When more than one (1) Person holds an interest in any Lot, all such persons shall be Members, provided, however, that the vote for such Lot shall be exercised as they determine and advise the Secretary of its Association in writing prior to the close of balloting. In no event shall more than one vote be cast with respect to any Lot which is owned by more than one (1) Person. Corporations, limited liability companies, partnerships and other entities shall notify the Association of the natural person who is authorized to exercise its vote; such entities shall provide such evidence of appointment and authority as its Board of Directors may require.

b. **Class "B".** The Class "B" Member of both Associations shall be Declarant, and no other Person shall be a Class "B" Member of an Association. Declarant, as the Class "B" Member, shall be entitled to three (3) votes for each Lot owned in Acadia Plantation. The additional rights of the Class "B" Member are specified elsewhere in this Declaration and the respective Bylaws.

c. **Termination of Class "B" Membership.** The Class "B" membership shall terminate two (2) years after termination of the Class "B" Control Period or when, in its discretion, the Class "B" Member so determines and declares in a recorded instrument. The Class "B" Control Period is that period of time until the first of the following to occur:

(1) when one hundred (100%) percent of the total number of Lots proposed for the Property described on Exhibit "A" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;

(2) seventy-five (75) years after the date on which the Declaration is recorded in the public records of Lafourche Parish, Louisiana; or

(3) when, in its discretion, each Class "B" Member so determines in writing; provided, however, that the Class "B" Control Period only terminates under this subparagraph c. (3) if Declarant has so determined in writing.

After termination of the Class "B" Control Period, the Class "B" Member shall continue to have a right to disapprove actions of the Associations, their Boards and any committee as provided in their Bylaws.

d. **Exercise of Voting Rights.** Except as otherwise specified in this Declaration or the respective Bylaws, the vote for each Lot owned by a Class "A" Member shall be exercised by the Owner of each Lot.

Section 10.15 Neighborhoods, Voting Members and Villages. Due to the number of Lots which may be developed within Acadia Plantation, a representative form of voting may be employed in order to facilitate the conduct of Association business, communication between the Board and the Owners, and the smooth administration of the community. Such representative, if employed by the Declarant, shall be called the Voting Member(s). However, until such time as Declarant exercises his right to use such a representative form of voting in Acadia Plantation, the Owners shall exercise their votes for their Lots at Association meetings as provided herein and in the Bylaws of the Associations.

a. **Neighborhoods.** Every Lot shall be located within a Residential Neighborhood or a Commercial Neighborhood. **Exhibit "A"** to this Declaration, and each Supplemental Declaration filed to subject additional property to this Declaration, shall initially assign the property described therein to a specific Neighborhood by name, which Neighborhood may be then-existing or newly created. Declarant may unilaterally amend this Declaration or any Supplemental Declaration from time to time, as long as it owns any portion of the Property or has the option to expand the Property pursuant to Article 4, or to redesignate Neighborhood boundaries; provided, each Village shall consist of at least one (1) Neighborhood. Two (2) or more existing Neighborhoods shall not be combined into a single Neighborhood without the consent of Owners of a majority of the Lots in each affected Neighborhood.

b. **Voting Members.** In the event Declarant determines that a representative form of voting in Acadia Plantation is necessary, the procedure for election of a Voting Member shall be as set forth herein. Each Neighborhood shall elect a Voting Member who shall be responsible for casting all votes attributable to Lots owned by Class "A" Members in the Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in the Governing Documents. In addition, each Neighborhood shall elect an alternate Voting Member to act in the absence of the Voting Member. The Voting Member's vote shall be the vote of the majority of the votes attributable to Lots owned by Class "A" Members in the Neighborhood, as determined by written petition or at a special meeting of the Owners in the Neighborhood.

(1) **Candidates; Procedure.** Candidates for election of the Voting Member and alternate Voting Member from a Neighborhood shall either be Owners of Lots in the Neighborhood, spouses of such Owners, or permanent residents of the Neighborhood. The Voting Member and alternate Voting Member shall be elected on an annual basis, either by written ballot or at a meeting of the Class "A" Members within each Neighborhood, as the Board shall determine; provided, upon written petition signed by Members holding at least ten (10%) percent of the Class "A" votes within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Members representing at least thirty (30%) percent of the total Class "A" votes in the Neighborhood shall constitute a quorum at any Neighborhood meeting.

(2) **Election.** The Board shall call for the first election of a Voting Member from a Neighborhood not later than one (1) year after the first conveyance of a Lot in

the Neighborhood to a Person other than a Builder. Subsequent elections shall be held within thirty (30) days of the same date each year. Each Class "A" Member who owns a Lot within the Neighborhood shall be entitled to cast one (1) equal vote per Lot owned in the Neighborhood for each position. The candidate for each position who receives the greatest number of votes shall be elected to serve until their successors are elected.

(3) **Removal.** Any Voting Member may be removed, with or without cause, upon the vote or written petition of Owners of a majority of the total number of Lots owned by Class "A" Members in the Neighborhood which the Voting Member represents.

(4) **Voting by Owners.** Until such time as Declarant first calls for election of a Voting Member for any Neighborhood, the Owners within such Neighborhood shall be entitled personally to cast the votes attributable to their respective Lots on any issue requiring a vote of the Voting Members under this Declaration, the Bylaws, or the Articles.

c. **Villages.** Declarant may designate Villages consisting of one or more Neighborhoods for the purpose of electing directors to the Board following termination of the Class "B" Control Period, in order to promote representation on the Board of Directors from various areas within the Property. The number of Villages within the Property shall not exceed the total number of directors to be elected by the Class "A" Members pursuant to the Bylaws. The Class "A" Members within each Village shall vote on a separate slate of candidates for election to the Board, with each Village being entitled to elect the number of directors specified in the Bylaws.

(1) **Establishment of Villages.** Declarant establishes the following Villages in Acadia Plantation: Village Center, Village General, and Village Edge.

(2) **Amendment by Declarant and/or Board.** Such designation may be amended from time to time by Declarant, acting alone, at anytime prior to the expiration of the Class "B" Control Period. As additional property is subjected to this Declaration pursuant to Article 4, Declarant may amend such Supplemental Declaration to change the composition of existing Villages or to establish new Villages to account for the additional property. After expiration of Declarant's right to annex property pursuant to Article 4, the respective Board shall have the right to file or amend such Supplemental Declarations upon approval of a majority of the total number of directors and, as long as Declarant owns any Developable Land, with the consent of Declarant. No other consent or approval of any Person shall be required except as stated in this paragraph. After a Supplemental Declaration establishing Villages has been filed, any and all portions of the Property which are not assigned to a specific Village shall constitute a single Village.

Section 10.16 Board of Directors.

a. **Types of Boards.** There shall be a Board of Directors of the Residential Association and a Board of Directors of the Commercial Association. Except as otherwise expressly provided or the context requires otherwise, each Board will be appointed and operated as set forth in this Section.

b. **Initial Composition.** Each Board shall initially consist of at least three (3) persons each of whom shall be appointed by Declarant. When at least one hundred (100) Lots have been conveyed to Owners other than Declarant and while Declarant is the Class "B" Member, the Class "A" membership in the Residential Association or Commercial Association,

as applicable, shall be entitled to vote and elect one (1) member of the Board of Directors, and the remaining members of the Board of Directors shall be selected by the Class "B" Member.

c. **Class "B" Termination.** Upon termination of the Class "B" membership, the Board of Directors shall be elected as provided in the respective Bylaws.

d. **Residential Member.** A Member of the Residential Association shall at all times constitute one (1) seat on the Board of Directors of the Commercial Association.

e. **Compensation.** Directors of the Associations shall receive no compensation for their services unless expressly provided for in resolutions adopted by their Members, but may be reimbursed for expenses when approved by its Board.

f. **Additional Provisions.** Additional provisions concerning the operation of the Associations and the Boards are contained in their Articles and Bylaws.

Section 10.17 Compliance and Enforcement. Every Owner and occupant of any Lot shall comply with the Governing Documents. Subject to the terms of Article 19, failure to comply with the Governing Documents shall be grounds for an action by the Association, the Joint Committee, Declarant, or, in a proper case, by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Associations pursuant to this Declaration and their Bylaws.

a. **Remedies Cumulative.** All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action. The Joint Committee shall be authorized to take any enforcement action which the Association would be authorized to take, in addition to such enforcement actions as are authorized by the Joint Committee Bylaws.

b. **Sanctions.** The Associations may impose sanctions for violations of the Governing Documents in accordance with procedures set forth in the Bylaws, including reasonable monetary fines and suspension of the right to vote and to use any recreational facilities within their Common Area. In addition, in accordance with their Bylaws, the Associations may suspend any services it provides to the Lot of any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association.

c. **Determination of Association.** The Associations may, but shall not be obligated to, take action (a) to enforce any provision of the Governing Documents which their Board reasonably determines is inconsistent with applicable law, or (b) with respect to any violation of the Governing Documents which their Board reasonably determines to be so minor or unobtrusive as not to be objectionable to a reasonable person; or (c) in any case in which their Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right not to enforce such provision under other circumstances or stop the Association from enforcing any other covenant, restriction or rule.

Section 10.18 Implied Rights; Board Authority. The Associations may exercise any right or privilege given to it expressly by this Declaration or their Bylaws, and any right or

privilege which could reasonably be implied from or which is reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, their Bylaws or by law, all rights and powers of the Associations may be exercised by their Board without a vote of the membership of the Association.

Section 10.19 Personal Liability. No member of a Board, the Design Review Board or any committee of an Association, no officer of an Association and no manager or other employee of an Association shall be personally liable to any Member, or to any other Person including the Associations, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of an Association, its Board or any member thereof, the Design Review Board or any member thereof, the manager, any representative or employee of an Association, any officer of an Association or any member of any committee of an Association; provided, however, the limitations set forth in this Section shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

Section 10.20 Indemnification of Officers, Directors and Others.

a. The Associations shall indemnify every officer, director and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by its then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions as to which liability is limited under this Section and Louisiana law.

b. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken, in good faith, on behalf of an Association (except to the extent that such officers or directors may also be Members of an Association) and the Associations shall indemnify and forever hold each of their officers and directors harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any officer, director or committee member may be entitled. The Associations shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

c. Each Owner shall indemnify and hold harmless its Association and the Joint Committee from any loss, damages, and expenses, including counsel fees, which they may incur as a result of the failure of such Owner, any occupant of such Owner's Lot, or any contractor, employee, or agent of such Owner acting within the scope of his contract, agency or employment to comply with this Declaration, any Supplemental Declaration or other covenants applicable to such Owner's Lot, the Design Code, Bylaws and Rules and Regulations of the Association.

Section 10.21 Enhancement of Safety. THE ASSOCIATIONS MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED TO ENHANCE THE SAFETY OF THE PROPERTY. NEITHER THE ASSOCIATIONS, DECLARANT, NOR ANY SUCCESSOR OF EITHER ASSOCIATION OR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE

SECURITY OR OF INEFFECTIVENESS MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CAN NOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNATED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, AND ANY SUCCESSOR OF DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

Section 10.22 Powers of the Association to Other Associations. The Associations shall have the power to veto any action taken or contemplated to be taken by any condominium or similar owners association having concurrent jurisdiction with the Associations over any portion of the Property (herein, the "homeowners association") which the Board determines to be adverse to the interest of an Association or its Members or inconsistent with the Community-Wide Standard. The Associations also shall have the power to require specific action to be taken by any homeowners association in connection with any of its obligations and responsibilities. Without limiting the generality of the foregoing, the Associations may (a) require specific maintenance or repairs or aesthetic changes to be effectuated by the homeowners association, and (b) require that the homeowners association include certain items within its budget and that specific expenditures be made. Any action required by the Associations in a written notice pursuant to the foregoing shall be taken within the time frame set by such Association in such written notice. If the homeowners association fails to comply with the requirements set forth in such written notice, the Associations shall have the right to effect such action on behalf of the homeowners association. To cover the Associations' administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of such Association, the Associations shall assess the Lots subject to the jurisdiction of such homeowners association for their pro rata share of any expenses incurred by such Association in taking such action in the manner provided in Article 12, such assessments being collected as a Specific Assessment hereunder and subject to all lien rights provided for herein.

Section 10.23 Governmental, Educational and Religious Interests. So long as Declarant owns any portion of the Property, it may designate sites within the Property for government, education or religious activities and interests, including, but not limited to, fire, police, utility facilities, schools or education facilities, houses of worship, Parks, recreation and other public facilities. The sites may include Common Areas and in such case, the respective Association shall dedicate and convey such sites as directed by Declarant and no membership approval shall be required.

Section 10.24 Volunteer Organizations. One of the important functions of the Associations is to encourage and facilitate the organization of volunteer organizations within the community which will serve the interests of community residents as they may be identified from time to time. The Associations may maintain a data bank of residents interested in volunteer organizations and may make such data available to volunteer organizations within the community. The Associations, by Board resolution, may also establish or support the establishment of charter clubs or other organizations as it deems appropriate to encourage or facilitate the gathering of Owners and residents of Acadia Plantation to pursue common

interests or hobbies. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. The Boards may provide for such organizations to be funded by the Associations as a Common Expense subject to such rules regarding participation, area of interest or other matters as the Board, in its discretion, may establish. Any charter club shall operate in accordance with the resolution establishing it. The Associations through their bulletin boards and publications, may assist community groups, religious groups, civic groups, youth organizations, support groups, and similar organizations in publicizing their meetings, events, and need for volunteer assistance. The nature and extent of any such assistance shall be in the Board's sole discretion. It is not intended that an Association spend its funds for specific advertising or promotion of events of such volunteer groups unless its Board determines that they merit such support as benefiting the entire community. An Association's contribution will be supplemental to funds raised by the volunteer organization.

Section 10.25 Assumption of Obligations Under TND Ordinance. Declarant shall have the right to assign to an Association or the Joint Committee, or both, any of its continuing obligations or responsibilities under the TND Ordinance and such Association or the Joint Committee, respectively, shall accept, assume and fulfill such obligations and responsibilities.

Section 10.26 Municipal Incorporation. Neither the Joint Committee nor the Associations shall sponsor, support or encourage the incorporation of all or any part of the Property as a separate municipality.

Section 10.27 Relationship With Tax-Exempt Organizations. Declarant, the Residential Association or the Commercial Association, as applicable, may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive servitudes over the Common Area to non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Property, an Association, its Members, or residents. An Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a Common Expense and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Section 501(c)(3), as the Code may be amended from time to time. An Association may maintain multiple-use facilities within any portion of its respective Property and allow temporary use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

Section 10.28 Institute.

a. **Purpose and Duties.** The Institute is responsible for the promotion of the arts, cultural events, community events and charitable activities in Acadia Plantation. It may take such actions as are consistent with such purpose and this Declaration. The power of the Institute to promote and encourage the arts, cultural events, community events and charitable activities shall be liberally construed in favor of authorizing such actions.

b. **Nature.** The Institute shall be organized as a non-profit corporation under the laws of the State of Louisiana as an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

c. **Members.** Every Owner shall be a member of the Institute. Institute membership shall be appurtenant to and not separable from title to any Lot in Acadia Plantation.

d. **Transactions.** The Institute may contract with Declarant or any other party for the performance of all or any portion of the management or operation of the Institute, which shall be subject to the approval of the Board of Directors of the Institute. All terms and conditions of any such contract shall be at the discretion of the Board of Directors of the Institute.

e. **Voting Rights.** The Institute shall have two (2) classes of membership, set forth as follows:

(1) **Class A Members.** The Owners of Lots in Acadia Plantation shall be the Class A Members of the Institute, excepting the Declarant as long as Declarant is a Class B Member, as set forth below. Class A Members shall have one (1) vote for each Lot owned in Acadia Plantation. In the event more than one (1) person holds an ownership interest in a Lot, all persons shall be members; however, the vote for such Lot shall be exercised as all the owners of the Lot determine. In no event shall more than one (1) vote be cast for a Lot. Entities who are Owners of Lots shall notify the Institute of a natural person who shall exercise the vote of the entity. Any entity who appoints a natural person to exercise its vote shall provide the Institute with evidence of appointment and authority as the Board of Directors of the Institute may require.

(2) **Class B Members.** Declarant shall be the Class B Member of the Institute. The Class B Member shall have three (3) votes for each Lot owned in Acadia Plantation. Class B membership in the Institute shall terminate and convert to Class A membership no earlier than five (5) years after the date of recordation of the Declaration, unless the Class B Member elects in writing to become a Class A Member. Thereafter, the Class B membership shall terminate upon the earlier to occur of the following:

(a) ninety (90) days after the date which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; provided, however, that a site plan proposing the addition of a new phase of development in Acadia Plantation of Declarant's Property or of additional eligible property pursuant to the Declaration is not offered to the planning commission of the City of Thibodaux, Louisiana within said ninety (90) day period, and which site plan, if approved, will add sufficient additional Lots to those Lots what will then be owned by Declarant so that Declarant will still own a majority of the Lots in Acadia Plantation after approval of such site plan and filing of a Supplemental Declaration;

(b) twenty-five (25) years after the recordation of the Declaration; or

(c) the date which the Class B Members of the Institute elect in writing to become Class A Members of the Institute.

f. **Meetings of Members.** If requested by at least ten (10%) percent of the Institute Members, a meeting of the Institute Members may be called and the taking of any action set forth in subparagraph a. above may be repealed by a majority vote of the Institute Members.

g. **Board of Directors.**

(1) **Initial Directors.** The initial Institute Board shall consist of at least three (3) directors appointed by Declarant. When at least one hundred (100) Lots have

been conveyed to Owners other than Declarant or a Builder and while Declarant is the Class B Member of the Institute, the Class A Members of the Institute shall elect one (1) member of the Institute Board, and the remaining members of the Institute Board shall be selected by the Class B Member of the Institute.

(2) **After Termination of Class B Membership.** Upon termination of the Class B Membership of the Institute, the Institute Board shall be elected as provided in the Institute's bylaws.

(3) **Compensation.** The members of the Institute Board shall receive no compensation for their services unless expressly provided for by resolution adopted by the members of the Institute; provided, however that members of the Institute Board may be reimbursed for expenses incurred on behalf of the Institute when approved by the Institute Board.

h. **Institute Articles and Institute Bylaws.** Additional provisions concerning the operation and management of the Institute and the Institute Board are contained in the Articles of Incorporation of the Institute and the Bylaws of the Institute.

i. **Institute Budget.**

(1) **Fiscal Year.** The fiscal year of the Institute shall commence on January 1 of each year and end on December 31 of the same year.

(2) **Budget Items.** An annual budget for the Institute shall estimate total expenses to be incurred by the Institute in carrying out its duties, including without limitation cost of professional management, accounting services other professional services, materials, insurance premiums, services and supplies for the rendering of all services required by this Declaration or approved by the members of the Institute or the Institute Board.

(3) **Initial Budget.** Declarant shall prepare the budget for the Institute for the fiscal year in which a Lot is first conveyed to an Owner other than Declarant or a Builder.

(4) **Annual Budget.** Beginning with the year in which a Lot is first conveyed to an Owner other than Declarant or a Builder and each year thereafter, at least sixty (60) days before the end of the fiscal year the Institute Board shall adopt a budget for the succeeding year as set forth in the Bylaws of the Institute and set the annual Institute Assessment at a level sufficient to meet the budget. At least thirty (30) days prior to the beginning of the fiscal year, the Institute Board shall send a copy of the budget in itemized form and notice of the amount of the Institute Assessment payable by each Member for the following year for which it is to be effective to each Owner.

(5) **Approval of Budget.** Such budget and Institute Assessment shall become effective unless disapproved at a meeting by members of the Institute representing at least seventy-five (75%) percent of the total Class "A" votes in the Institute and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on the petition of the members of the Institute as provided for special meetings in the Bylaws of the Institute, which petition must be presented to the Institute Board within ten (10) days after delivery of the budget and notice of assessment. Notwithstanding the foregoing, if Institute Assessments are to be increased to greater than

125% of the previous year's Institute Assessment, and at least ten (10%) percent of the members of the Institute request review within thirty (30) days after the budget is delivered to the members of the Institute, the Institute Board shall call a Community Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the members of the Institute. If the budget is rejected, the Institute Board shall approve a new budget within ten (10) days and send a copy to each member of the Institute.

(6) **Failure to Prepare or Adopt Institute Budget.** The Institute Board's failure or delay in preparing or adopting the annual budget for any fiscal year shall not waive or release an Institute member's obligation to pay the Institute Assessment whenever the amount of such Assessment is finally determined. In the absence of an annual Institute budget, each Institute member shall continue to pay the Institute Assessment at the rate established for the previous fiscal period until notified otherwise.

(7) **Other Funds.** The Institute may receive funds from other sources such as, but not limited to, donations and revenue from programs conducted in connection with the fulfillment of the Institute's purpose and mission, but consistent with the Institute's 501(c)(3) status under the Internal Revenue Code.

ARTICLE 11 INSURANCE

Section 11.1 Review of Coverage. Each Board shall arrange for the review of the sufficiency of limits of coverage for each type of insurance at least once a year by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the Thibodaux, Louisiana area.

Section 11.2 Required Coverages of Association. The Associations, acting through its respective Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

a. **Property.** Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable Improvements on its Common Area, if any, and on other portions of the Common Area to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. The Associations shall have the authority to and interest in insuring any privately or publicly owned property for which the Association has maintenance or repair responsibility. Such property shall include, by way of illustration and not limitation, any insurable Improvements on or related to parks, rights-of-way, medians, servitudes, and walkways which the Association is obligated to maintain. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Associations shall have policy limits sufficient to cover the full replacement cost of the insured Improvements.

b. **Casualty.** Casualty insurance on its Common Area for fire damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the coinsurance percentage stipulated in the policy, but in

any event not less than eighty (80%) percent of the insurable value (based upon replacement) of the Improvements constructed on its Common Area.

c. **General Liability.** Commercial general liability insurance on its Common Area, insuring the Association and its Members for damage for injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf insuring against liability arising out of, or incident to, the ownership and use of its Common Area and any water access located on or adjoining Acadia Plantation. If generally available at reasonable cost, the commercial general liability coverage (including both primary and any umbrella policies) shall have a limit of at least \$5,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at a reasonable cost which its Board, in the exercise of its business judgment, deems advisable, the Association shall obtain such additional coverages or limits. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, its Board or other Owners.

d. **Workers' Compensation.** Workers compensation insurance and employers liability insurance in the amounts required by applicable law.

e. **Director Liability.** Directors and officers liability coverage insuring against personal loss for actions taken by members and officers of its Board in the performance of their duties. Such insurance shall be of the type and amount determined by its Board in its discretion.

f. **Fidelity.** Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in its Board's best business judgment. Fidelity insurance policies shall include coverage for officers, directors and other Persons serving without compensation.

g. **Other.** Such additional insurance as its Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance, boiler and machinery insurance, and building ordinance coverage. In addition, the Associations may obtain and maintain property insurance on the insurable Improvements within any of its Service Areas in such amounts and with such coverages as agreed upon by its Board.

Section 11.3 Lot Coverage. Each Owner shall obtain casualty insurance for Improvements on his/her/its Lot, naming its Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty (80%) percent of the insurable value (based upon replacement) of the Improvements constructed on the Lot. Each Owner by accepting title to a Lot in Acadia Plantation agrees that each policy of casualty insurance insuring the Lot and any Improvements thereon shall contain a waiver of all subrogation rights as against its Association. If requested by its Association, an Owner shall provide evidence of such insurance to the Association.

Section 11.4 Other Coverage by Owner. Each Owner shall maintain liability insurance to fund its obligation to indemnify its Association and the Joint Committee pursuant to Section 10.20, subparagraph c.

Section 11.5 Premiums. Premiums for all insurance on its Common Area shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained on behalf of a Service Area shall be charged to the Owners of Lots within the benefitted Service Area as a Service Area Assessment; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Service Area Assessment of the Service Area(s) benefitted unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate.

Section 11.6 Policy Requirements.

a. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon reasonable request, to the Owner of any insured Unit.

b. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of this Section. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to Article 12.

c. All insurance coverage obtained by the Board shall:

(1) be written with a company whose primary business is providing insurance coverage and which is authorized to conduct business in the State of Louisiana and which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(2) be written in the name of its Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the respective Association and its Members. Policies, if any, secured by an Association on behalf of any of its Service Areas shall be for the benefit of the Owners of Lots within such Service Area and their Mortgagees, as their interests may appear;

(3) not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees; and

(4) include an agreed amount endorsement, if the policy contains a co-insurance clause.

d. The Board shall use reasonable efforts to secure insurance policies which name the Owners and their Mortgagees (as a class) as additional insureds and provide:

(1) a waiver of subrogation as to any claims against the Board, officers, employees, and manager, if any, and the Owners and their tenants, servants, agents, and guests;

(2) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(3) an endorsement, excluding Owners' individual policies from consideration under any "other insurance" clause;

(4) an endorsement requiring at least thirty (30) days' prior written notice to its Association of any cancellation, substantial modification, or non-renewal;

(5) a cross liability provision; and

(6) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

Section 11.7 Damage and Destruction. Immediately after damage or destruction to all or any part of the Property covered by insurance written in the name of the respective Association, its Board or its duly authorized agent shall file all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the condition in which it existed prior to the damage; allowing for changes or improvements necessitated by changes in applicable building codes.

a. **Determination to Repair.** Any damage to or destruction of the Common Area shall be repaired or reconstructed unless voting Members in the respective Association representing at least seventy-five (75%) of the total Class "A" votes in such Association and the Class "B" Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. The Association's Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

b. **Upon Determination Not to Repair.** If it is determined, in the manner described above, that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative Improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

c. **Proceeds.** Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Service Area, as appropriate, and placed in a capital improvement account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot. If insurance proceeds received, after application of any applicable deductible, are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Voting Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under this Section.

Section 11.8 Lot Improvements. If fire or other casualty damages or destroys a Building or any other Improvements on a Lot, the Owner of that Lot shall immediately proceed to rebuild and restore the Improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Design Review Board. In doing so, the Owner shall comply with the provisions of this Declaration. If the Owner fails to clean and secure a Lot within thirty (30) days after a casualty, its Association may remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Lot safe and attractive. The cost of such clean-up shall be assessed to the Lot Owner as an Individual Lot Assessment pursuant to Section 12.12.

ARTICLE 12 FINANCES OF THE ASSOCIATIONS

Section 12.1 Fiscal Year. The fiscal year of each Association shall begin January 1 of each year and end on December 31 of that year, unless the respective Board of Directors selects a different fiscal year.

Section 12.2 Budget Items. The budget for each Association shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by its Board, for working capital for the Association and for reserves. If an Association's Common Area is taxed separately from the Lots by the City of Thibodaux or the Parish of Lafourche, Louisiana, or by any other governmental authority with taxing power, for ad valorem property taxes or any other taxes, such Association shall include such taxes as part of the budget. Fees for professional management of an Association, accounting services, legal counsel and other professional services may also be included in the budget.

Section 12.3 Authority to Levy General Assessments. Each Association is hereby authorized to levy General Assessments equally against all Lots subject to assessment under this Declaration to fund its Common Expenses. The General Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through General Assessments, its Board, in its discretion, may consider other sources of funds available to the Association. The Board shall take into account the number of Lots subject to assessment under this Declaration on the first day of the fiscal year for which the budget is prepared and may consider the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

So long as Declarant has the right unilaterally to annex additional property, Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy, which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's sole discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the Common Expense budget and shall be made known to the Members. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between an Association and Declarant.

Section 12.4 General Assessments.

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a. **Establishment.** Each Association Board shall set the date or dates General Assessments become due and may provide for collection and payment of Assessments annually or in monthly, quarterly or semiannual installments.

b. **Date of Commencement.** The annual General Assessments shall begin on the day of conveyance of the first Lot to an Owner other than Declarant. The initial Assessment on any Lot subject to Assessment may be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual General Assessment charged to each Lot, prorated to the day of closing.

c. **Discretion of Board.** When determining the General Assessment due from each Lot Owner, each Association Board may, in its sole discretion, but is not obligated to, distinguish between Lots on which Buildings have not been constructed, Lots on which Buildings have been constructed and Lots on which Buildings are in the process of being constructed.

Section 12.5 Preparation and Approval of Annual Budget.

a. **Initial Budget.** Declarant shall determine the budget for the fiscal year in which a Lot is first conveyed to an Owner other than Declarant or a Builder.

b. **Subsequent Years; Notice.** Beginning with the year in which a Lot is first conveyed to an Owner other than Declarant or a Builder, and each year thereafter, at least sixty (60) days before the beginning of each fiscal year, the Board shall, by majority vote, adopt a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 12.7. Thereafter, and in accordance with the budget, the Board shall set the annual General Assessment at a level sufficient to meet the budget. At least thirty (30) days prior to the beginning of the fiscal year, the Board shall send a copy of the budget in itemized form and notice of the amount of the General Assessment payable by each Member for the following year for which it is to be effective to each Owner.

c. **Effective.** Such budget and General Assessment shall become effective unless disapproved at a meeting by Voting Members representing at least seventy-five (75%) percent of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on the petition of the Voting Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the budget and notice of assessments. Notwithstanding the foregoing, if General Assessments are to be increased to greater than 125% of the previous year's General Assessment, and at least ten (10%) percent of the Members request review within thirty (30) days after the budget is delivered to the Members, the Board shall call a Community Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Members. If the budget is rejected, the Association Board shall approve a new budget within ten (10) days and send a copy to each Member.

d. **Failure to Prepare or Adopt Budget.** A Board's failure or delay in preparing or adopting the annual budget for any fiscal year shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such Assessments is finally determined. In the absence of an annual Association budget, each Member shall continue to pay the Assessment at the rate established for the previous fiscal period until notified otherwise.

Section 12.6 Budgeting and Allocating Service Area Expenses. At least sixty (60) days before the beginning of each fiscal year, each Board shall prepare a separate budget covering the estimated Service Area Expenses for each Service Area whose behalf Service Area Expenses are expected to be incurred during the coming year. Each Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration, or the respective Bylaws specifically authorizes the Board to assess certain costs as a Service Area Assessment. Any Service Area may request, through the Service Area Committee or by petition of Owners of at least a majority of the total Lots within any existing Service Area, that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget shall include a capital contribution establishing a reserve fund for repair and replacement of capital items maintained as a Service Area Expense, if any, within the Service Area.

a. **Authority.** Each Association is hereby authorized to levy Service Area Assessments equally against all Lots in the Service Area which are subject to Assessment to fund Service Area Expenses; provided, if so specified in the Supplemental Declaration applicable to such Service Area or if so directed by petition signed by a majority of the Owners within the Service Area, any portion of the Assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefited Lots in proportion to the benefit received.

b. **Notice.** Each Board shall cause a copy of such budget and notice of the amount of the Service Area Assessment for the coming year to be delivered to each Owner of a Lot in the Service Area at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Lots in the Service Area to which the Service Area Assessment applies. There shall be no obligation to call a meeting for the purpose of considering the budget except on the petition of Owners of at least ten (10%) percent of the Lots in such Service Area, which petition must be submitted to the respective Board within ten (10) days after delivery of the notice of Assessments. This right to disapprove shall only apply to those line items in the Service Area budget which are attributable to services requested by the Service Area.

c. **Failure to Prepare or Adopt Service Area Budget.** A Board's failure to delay in preparing or adopting the annual budget for Service Area Expenses for any fiscal year shall not waive or release a Member's obligation to pay Service Area Assessments whenever the amount of such Assessments is finally determined. In the absence of an annual budget for Service Area Expenses, each Association Member shall continue to pay the Assessment at the rate established for the previous fiscal period until notified otherwise.

Section 12.7 Budgeting for Reserves. Each Association may build up and maintain reserves for working capital, contingencies and replacement, for both its Common Area and Service Areas, which shall be included in the budgets, respectively, and collected as part of the annual General Assessment and Service Area Assessment, respectively. Extraordinary expenses attributable to its Common Area and/or Service Area not originally included in the annual budgets, respectively, which may become necessary during the year shall be charged first against such reserves for Common Area and Service Area, respectively. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members of the Association. If the reserves are inadequate for any reason, including nonpayment of any Member's Assessment, the Board may at any time levy and collect an emergency assessment in accordance with the provisions of Section 12.10. If there is an excess of reserves at the end of the fiscal year and

the Board so determines, the excess may be returned on a prorata basis to all Members, as of the date of such decision to refund such excess of reserves, who are current in payment of all Assessments due an Association, or the excess may be used to reduce the following year's Assessments. Each Association may rely on its records as maintained by the Secretary of the Association in determining the names and addresses of Members as of the date of any refund of excess reserves.

Section 12.8 Capital Improvements. Any substantial capital improvement to the Common Area approved by a Board must be ratified by a majority of the Class "A" Members. If the substantial capital improvement is approved by the Class "A" Members, such Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the Improvement is more than six (6%) percent of the Association's annual budget, or if, when added to other capital improvements for the fiscal year in question, totals more than ten (10%) percent of the Association's annual budget. Notwithstanding any inference to the contrary, any repair or replacement of existing Improvements shall not be considered a capital improvement. Approval of the Design Review Board is required for all capital improvements. This Section shall not limit the right of Declarant to make Improvements to the Common Area.

Section 12.9 Neighborhood Assessment. A Board may levy Neighborhood Assessments for expenses approved in accordance with this Declaration. Notwithstanding the foregoing, any Neighborhood or Neighborhoods may, by two-thirds (2/3) vote of the Members owning Lots within that Neighborhood, or those Neighborhoods, and approval of the Board, vote to assess themselves for capital improvements to the Common Area which will primarily benefit that Neighborhood or Neighborhoods. Any Assessment so approved shall be assessed to all Owners of Lots within that Neighborhood or Neighborhoods as an Individual Lot Assessment. If more than one Neighborhood is to vote, the Board shall determine whether approval and Assessment is to be by Neighborhood or by the combined group of Neighborhoods. If a group of Lots smaller than an entire Neighborhood wishes to be assessed for capital improvements, all of those being assessed must agree to the Assessment.

Section 12.10 Special Assessments. In addition to other authorized Assessments, an Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Lots within any Service Area if such Special Assessment is for Service Area Expenses.

a. **Payment.** Special Assessments shall be payable in such manner and at such times as determined by each Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

b. **Approval.** Except as otherwise specifically provided in this Declaration, any Special Assessment which would exceed twenty (20%) percent of the annual budget for the year immediately preceding that in which the Special Assessment is approved shall require the affirmative vote or written consent of a majority of the Voting Members (if a Common Expense) or Owners (if a Service Area Expense) representing Lots which will be subject to such Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if any.

c. **Capital Improvements.** Any substantial capital improvement which has been approved in accordance with this Declaration or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

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

e. **Discretion of Board.** When determining the Special Assessment due from each Owner, each Board may, in its sole discretion, but is not obligated to, distinguish between Lots on which Buildings have not been constructed, Lots on which Buildings have been constructed, and Lots on which Buildings are in the process of being constructed.

Section 12.11 Specific Assessments.

a. **General.** Each Board shall have the power to levy Specific Assessments against a particular Lot or Lots constituting less than all Lots within the Property, as follows:

(1) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, maid service, linen service, handyman service, pool cleaning, pest control, arrival and departure service, courier service, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

(2) to cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the Bylaws or Rules and Regulations, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their licenses, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing, in accordance with the respective Bylaws before levying a Specific Assessment under this subparagraph a.

b. **Other.** Each Association may also levy a Specific Assessment against any homeowners, condominium or similar association to reimburse the Association for costs incurred in bringing the property under its control into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, and Rules and Regulations, provided its Board gives such homeowners association prior written notice and an opportunity to be heard before levying any such Assessment.

Section 12.12 Individual Lot Assessments. Each Association Board may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment.

Section 12.13 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

Section 12.14 Delegation. Each Association, by agreement with the Joint Committee, may delegate to the Joint Committee responsibility for levying and collecting, on behalf of the

Association, all or any Assessments authorized hereunder. In such event, the Board shall provide a copy of the budget pursuant to which the Assessment is to be levied, if applicable, and notice of the amount of Assessments to be levied on each Lot to the Joint Committee at least thirty (30) days prior to the beginning of each fiscal year, in the case of an annual Assessment, or forty-five (45) days prior to the due date, in the case of any other Assessment. The Joint Committee shall include any such annual Assessment in its annual billing of Owners. Upon such delegation, the Joint Committee shall be responsible for collecting all Assessments on behalf of an Association and disbursing the collected funds, less costs of collection, to the Association. Upon such delegation, the Joint Committee shall have all rights and powers of collection which the Association would have under this Declaration and Louisiana law.

Section 12.15 Personal Obligation.

a. **Owner; Grantee.** Each Owner, by accepting a deed, act of sale, or other act of transfer, or entering into a recorded contract of sale for any portion of the Property, whether or not it shall be so expressed in such deed, act of sale or other instrument, is deemed to covenant and agree to pay all Assessments authorized in this Declaration. All Assessments, together with interest from the due date of such assessment at a rate determined by the applicable Association (but not less than 10% per annum, subject to the limitations of Louisiana law), reasonable late charges in such amount as is established by resolution of its Board, costs, and reasonable attorneys' and paralegals' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 12.17. Each such Assessment, together with interest, late charges, costs, and reasonable attorneys' and paralegals' fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance. However, no Person who obtains title to a Lot following foreclosure of a first priority Mortgage given in good faith and for value shall be liable for unpaid Assessments which accrued prior to such foreclosure.

b. **Waiver.** Failure of a Board to fix Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay General Assessments and Service Area Assessments on the same basis as during the last year for which an Assessment was levied, if any, until a new Assessment is made, at which time the Association may retroactively assess any difference.

c. **Non-use.** No Owner may exempt himself from liability for Assessments by non-use of Common Area, abandonment of his Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner, and binds the Owner for so long as he owns the Lot. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or Improvements, or from any other action it takes.

d. **Proof of Payment.** An Association shall, upon request, furnish to any Owner liable for any type of Assessment a certificate in writing signed by the Treasurer of the Association or its designated agent setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment, and such certificate, when co-signed by the Secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as

evidence of payment of any Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee for the issuance of such certificate.

Section 12.16 Declarant's Option to Fund Budget Deficits. Notwithstanding anything contained herein to the contrary, during the Class "B" Control Period, Declarant may annually elect either to pay regular Assessments on its unsold Lots, or to pay the difference between the amount of Assessments levied on all other Lots subject to Assessment and the amount of actual expenditures by the Association during the fiscal year. Declarant may make such election at any time prior to the end of the fiscal year for such fiscal year.

a. **Lien.** Regardless of such election, an Association shall have a lien against all Lots owned by Declarant to secure Declarant's obligations under this Section, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien against other Lots under this Article. Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

b. **Contracts.** Each Association is specifically authorized to enter into subsidy contracts and contracts for "in kind" contribution of services, materials or a combination of services and materials with Declarant or other entities.

Section 12.17 Lien for Assessments; Remedies Upon Nonpayment.

a. **General.** All Assessments authorized in this Article shall constitute a lien against the Lot against which they are levied until paid ("**Assessment Lien**"). The Assessment Lien shall also secure payment of interest, late charges (subject to the limitations of Louisiana law), and costs of collection (including attorneys' and paralegals' fees). Such Assessment Lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first priority Mortgage of record made in good faith and for value. Such Assessment Lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages on real property are foreclosed under Louisiana law.

b. **Subordination of Lien to Mortgages.** The Assessment Lien shall be superior to any mortgage, lien or encumbrance of any Mortgagee.

c. **Foreclosure Sale.** An Association may bring an action at law against the Owner personally obligated to pay the Assessments, or may foreclose the Assessment Lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure, (a) no right to vote shall be exercised on its behalf and (b) no assessment shall be levied on it. The Association may sue for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

d. **Sale by Owner.** The sale or transfer of any Lot shall not affect the Assessment Lien or relieve such Lot from the lien for any subsequent Assessments. However, the sale or transfer of any Lot pursuant to foreclosure of a first priority Mortgage given in good faith and for value shall extinguish the Assessment Lien as to any installments of such Assessments due prior to such sale or transfer. A Mortgagee or other purchase of a Lot who obtains title following foreclosure of such a Mortgage shall not be personally liable for Assessments on such Lot due prior to such acquisition of title. Such unpaid Assessments shall be deemed to be Common

Expenses collectible from Owners of all Lots subject to assessment, including such acquirer, its successors and assigns.

e. **Other Remedies.** The applicable Board shall have the right to assess fines up to a maximum of ten (\$10.00) dollars per day, and to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid.

f. **Benefit.** The lien rights created in this Declaration shall be for the benefit of the respective Association as to Assessments levied on behalf of the Association, and for the benefit of the Joint Committee as to Assessments levied on behalf of the Joint Committee, but either the Association or the Joint Committee, as applicable, shall be authorized to enforce the lien on behalf of and for the benefit of the other, as its attorney in fact. The Joint Committee's lien shall have priority over the lien in favor of the Association.

Section 12.18 Exempt Property. The following property shall be exempt from payment of General Assessments, Service Area Assessments, and Special Assessments:

a. any property owned by Declarant which is included in the Common Area; and
b. any property dedicated to and accepted by any governmental authority or public utility.

c. In addition, each Board may, but shall not be obligated to, exempt from payment of Assessments any property devoted to museums, art galleries, sports, religious or civic purposes, or educational or family centers.

Section 12.19 Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof other than Declarant or a Builder holding title for resale in the ordinary course of such Builder's business, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to two (2) months' General Assessment per Lot or such greater amount as required by Declarant by contract with the Person to whom it may sell a Lot. This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such Assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the respective Association for use in covering operating expenses and other expenses incurred by such Association pursuant to the terms of this Declaration and its Bylaws.

Section 12.20 Equitable Division of Assessments. General Assessments and Special Assessments shall be assessed equally among all Lots. If an Owner combines two (2) Lots or parts of Lots, with appropriate approval to so combine the Lots in accordance with Section 6.4, subparagraph a. of this Declaration, and uses them as a single Lot, the respective Association may (but is not required to) assess them as a single Lot in accordance with regulations consistently applied. In the event such Association agrees to assess two (2) Lots, or parts of Lots, as a single Lot, the Owner(s) of such Lots or portions of Lots, shall have only one (1) vote, with respect to said Lots or parts of Lots, as a Member, when voting on matters that are required to be voted on by the Members. It is understood that the Association is not required to make the same decision on any requests submitted to them pursuant to this Section 12.20.

PART FOUR: PROPERTY RIGHTS IN ACADIA PLANTATION

The operation of a traditional neighborhood development requires the creation of certain property rights and other provisions to address the needs and responsibilities of the Owners, the Declarant, the Associations, and others within or adjacent to the community. This Declaration recognizes the need for such creation of terms and provisions due to the community's continuing development, assortment of properties and range of development types.

**ARTICLE 13
COMMON AREA**

Section 13.1 General. Certain property within Acadia Plantation and certain servitudes, called the Common Area, are to be owned and maintained by the Associations for the benefit of all Owners. That portion of the Common Area located in Village Center shall be commercial Common Area and shall be owned and maintained by the Commercial Association. All other Common Area not located in Village Center shall be residential Common Area and shall be owned and maintained by the Residential Association. In the event additional property is annexed to this Declaration, a portion of such additional property will be added to the respective Common Area.

Section 13.2 Association Ownership. The Common Area shall be owned by the Associations for the benefit of all Owners as set forth above. For those portions of the Common Area which consist of parks, servitudes and other rights, the respective Association shall be the owner and holder of those parks, servitudes and rights, with the right to allow use of those parks, servitudes and rights by the Owners pursuant to this Declaration and any Rules and Regulations of the Association, but subject at all times to the rights of Declarant as set forth herein.

Section 13.3 Additional Common Area. Declarant may convey to an Association additional Common Area which such Association shall accept, and following such acceptance the Association shall be solely responsible for maintenance of such additional Common Area.

Section 13.4 Dedication. Declarant and each Association shall at all times have the right, without the consent or approval of any of the Owners, to convey title to and/or dedicate the Common Roads to the Governmental Authority with jurisdiction to accept such dedication, which is currently understood to be the City of Thibodaux and/or Parish of Lafourche, Louisiana. All other Common Area may be dedicated to the public by the Board upon consent in writing of Members representing seventy-five (75%) percent of the votes in the applicable Association.

Section 13.5 Alleys. The ownership of each Lot which is an Alley-Loaded Lot shall include the ownership of that portion of such Alley directly bordering such Lot to its centerline. Alleys shall not be included in the Common Area; however, the Association shall be obligated to maintain such Alleys in the same manner as if such Alleys were a part of the Common Area.

Section 13.6 Maintenance; Capital Improvements.

a. **Generally.** Each Association shall have the sole responsibility for the management, control and improvement of its Common Area and shall keep its Common Area attractive, clean and in good repair.

b. **Capital Improvements.** Each Association may make capital improvements to its Common Area and may modify the uses of its Common Area. For example, an Association is

authorized to create parking areas within its Common Area or to add new recreational facilities. Expenses for substantial capital improvements must be approved in accordance with Section 12.8.

Section 13.7 Common Roads. In accordance with applicable law, the Associations may make Rules and Regulations concerning driving and parking within Acadia Plantation, and may construct speed bumps, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. The Associations may enforce any violation in accordance with the enforcement provisions of this Declaration.

Section 13.8 Damage or Destruction by Owner. If any Owner or any of said Owner's guests, tenants, licenses, agents, employees or members of his family damages any of the Common Area as a result of negligence or misuse, the Owner hereby authorizes its Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Lot Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable with the guest, tenant or other party who caused the damage.

Section 13.9 Limitation of Liability. The Associations may, in their discretion, provide security within Acadia Plantation and may maintain their Common Areas and Common Roads and enforce traffic control measures, but neither the Associations nor Declarant makes any representation or assumes any liability for any loss or injury sustained as a result of any such security or traffic control measures.

ARTICLE 14 EXCLUSIVE COMMON AREA

Section 14.1 Purpose. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners, occupants and invitees of Units within a particular Service Area. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Service Area. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Areas shall be assessed as a Service Area Assessment against the Owners of Units in Service Areas to which the Exclusive Common Area is assigned.

Section 14.2 Designation. Initially, Declarant shall designate any Exclusive Common Area and shall assign the exclusive use thereof in the deed, act of sale, or other act of transfer conveying the Common Area to the applicable Association or on the plat of survey relating to such Exclusive Common Area. No such assignment shall preclude Declarant from later assigning use of the same Exclusive Common Area to additional Lots and/or Service Areas so long as Declarant has a right to subject additional property to this Declaration.

Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Service Area and Exclusive Common Area may be reassigned upon the vote of a majority of the Class "A" votes within the Service Area(s) to which the Exclusive Common Areas are assigned, if applicable, and within the Service Area(s) to which the Exclusive Common Areas are to be assigned. As long as Declarant owns any property subject to this Declaration or has the right to subject additional property to this Declaration, any such assignment or

reassignment shall also require Declarant's consent.

Section 14.3 Use by Others. Each Association may, upon approval of a majority of the members of the Service Area Committee for the Service Area(s) to which certain Exclusive Common Area is assigned, permit Owners of Lots in other Service Areas to use all or a portion of such Exclusive Common Area upon payment of user fees, which fees shall be used to offset the Service Area Expenses attributable to such Exclusive Common Area.

**ARTICLE 15
SERVITUDES**

Section 15.1 Servitudes in the Common Area. Every Owner shall have a right and nonexclusive servitude of use, access, and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with title to every Lot, subject to:

a. this Declaration, the Bylaws and any other applicable covenants and servitudes, including any declaration of servitudes and covenants to share costs or similar instruments relating to such Common Area which grant non-members rights to use and enjoy portions of the Common Area upon payment of fees or a portion of the costs relating to such Common Area;

b. any restrictions or limitations contained in any deed, act of sale, or other act of transfer conveying such property to the Association;

c. the right of the Board to adopt rules regulating the use and enjoyment of the Common Area; including rules restricting use of recreational facilities within the Common Area to occupants of Lots and their guests, and rules limiting the number of guests who may use the Common Area;

d. the right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the provisions of the Bylaws;

e. the right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area subject to such approval requirements as may be set forth in this Declaration;

f. the right of the Board to impose membership requirements and charge membership admission or other fees for the use of any recreational facility situated upon the Common Area;

g. the right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;

h. the right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to approval requirements set forth in this Declaration and/or the Bylaws;

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