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ACT OF DEDICATION

AND

ESTABLISHMENT OF

RESTRICTIONS, COVENANTS, SERVITUDES AND OBLIGATIONS

FOR

FERNEWOOD SUBDIVISION, PHASE II

LAFAYETTE PARISH, LOUISIANA

WOODLANDS PROPERTIES LIMITED PARTNERSHIP
Owner and Developer

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ACT OF DEDICATION
AND
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RESTRICTIONS, COVENANTS, SERVITUDES AND OBLIGATIONS
FOR
FERNEWOOD SUBDIVISION, PHASE II

PARISH OF LAFAYETTE

STATE OF LOUISIANA

BE IT KNOWN that on the 25th day of January, 1991;
BEFORE ME, MARK C. ANDRUS, a Notary Public, duly
qualified and commissioned in and for the Parish of Lafayette,
State of Louisiana, and in the presence of the undersigned
competent witnesses, personally came and appeared:

WOODLANDS PROPERTIES LIMITED PARTNERSHIP ("Woodlands"),
a Louisiana partnership in commendam, the Fifth Amended
and Restated Articles of Partnership of which were filed
and registered with the Louisiana Secretary of State on
March 13, 1989, and filed for registry with the Clerk of
Court for the Parish of Lafayette, Louisiana on March 17,
1989 under File No. 89-7529, having a permanent mailing
address of Post Office Box 31060, Lafayette, Louisiana,
represented herein by Big Sky Corporation, its duly
authorized managing general partner, appearing through
Reed G. Andrus, Secretary, duly authorized by resolution
of the board of directors of said corporation, a
certificate of which is recorded under File No. 90-18776,
records of Lafayette Parish, Louisiana,

who declared that:

WHEREAS, it is the sole owner of certain immovable property,
and all improvements thereon, situated in Lafayette Parish,
Louisiana, being more particularly described as follows:

That certain tract of land, situated in Section 71,
Township 10 South, Range 4 East. Southwestern Land
District, Parish of Lafayette, Louisiana. Said Parcel
being 12.64 Acres and being further described as follows:

Commencing at the intersection of the southern right of
way line of La. Hwy. 3073 (Ambassador Caffery Parkway 80
foot right of way) and the western right of way line of
Robley Drive (85 foot right of way); Thence proceed
southerly along the westerly right of way line of Robley
Drive South 43°20'38" West a distance of 423.63 feet to
a point; thence along the said right of way South
43°14'40" West a distance of 557.66 feet to a point;
thence South 46°39'18" East a distance of 85.01 feet to
a point; thence proceed southerly along the easterly
right of way line of Robley Drive South 42°40'08" West a
distance of 544.47 feet to the Point of Beginning;
thence South 47°55'23" East a distance of 137.01 feet to
a point, thence South 46°12'39" East a distance of 400.01
feet to a point, thence South 47°12'53" East a distance
of 82.38 feet to a point; thence proceed along a curve
having an arc distance of 30.00 feet, a radius of 2487.00
feet, a chord bearing of South 47°58'35" West, a chord
distance of 30.00 feet to a point; thence South 42°22'11"
East a distance of 50.00 feet to a point; thence proceed
along a curve having an arc distance of 34.24', a radius
of 2437.00 feet, a chord bearing of North 48°01'59" East,
a chord distance of 34.24 feet to a point; thence South
47°12'45" East a distance of 163.36 feet to a point;
thence South 39°08'43" West a distance of 604.19 feet to
a point; thence North 50°51'17" West a distance of 135.00

feet to a point; thence South 39°08'43" West a distance of 28.67 feet to a point; thence North 47°19'52" West a distance of 737.06 feet to a point; thence North 42°40'08" East a distance of 100.00 feet to a point; thence North 47°19'52" West a distance of 85.00 feet to a point; thence North 42°40'08" East a distance of 95.10 feet to a point; thence South 47°19'52" East a distance of 85.00 feet to a point; thence North 42°40'08" East a distance of 451.88 feet to the Point of Beginning.

said property being hereafter referred to as the "Property"; and,

WHEREAS, the Property has been developed by Woodlands as the second phase of Fernewood Subdivision, a residential subdivision development; and, to this end, for the benefit of the public and the future owners of lots in the subdivision, and the preservation of the values and amenities in the subdivision, Woodlands desires to dedicate to the public use, for public maintenance, certain streets and roadways, and to dedicate and convey to the City of Lafayette, Louisiana, certain electrical, street lighting, drainage, water and sewerage improvements, and to establish certain drainage and utility servitudes, building restrictions, restrictive covenants, charges upon the property, and obligations of ownership in pursuance of a general plan to govern building standards, specified uses and improvements; and,

WHEREAS, Woodlands has created a non-profit corporation to serve as an entity for the use of future homeowners in the subdivision and its subsequent phases to own and manage a nature park which may be constructed as part of a subsequent phase, and any other property which may be acquired or leased by the corporation for the common benefit of the owners, and to perform other duties, and Woodlands desires to provide for membership of owners of lots in the subdivision in the corporation; and,

WHEREAS, Woodlands has established an Aesthetic Control Committee to review and approve plans and specifications for improvements to be constructed on lots in the subdivision and its subsequent phases and to perform other duties and functions, and Woodlands desires to provide for same herein;

NOW, THEREFORE, in consideration of the premises, Woodlands does hereby declare as follows:

ARTICLE 1. - DEFINITIONS

Unless the context otherwise requires or specifies, the following words and phases, when used in this act, shall have the meanings hereafter specified:

1.1 "Aesthetic Control Committee" shall mean and refer to the Aesthetic Control Committee of Fernewood Subdivision established in the Phase I Dedication.

1.2 "Association" shall mean and refer to Fernewood Homeowners Association, Inc., a non-stock, non-profit Louisiana corporation, and its successor and assigns.

1.3 "Association Property" shall mean and refer to any immovable property or Improvements thereon in the Subdivision, Phase I or any Subsequent Phase acquired by the Association, and any movable property acquired by the Association for the benefit or use of the Members.

1.4 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.5 "Clerk of Court" shall mean and refer to the Clerk of Court and ex officio recorder of mortgages and registrar of conveyances for the Parish of Lafayette, Louisiana.

1.6 "Dwelling" shall mean and refer to any complete building designed or intended for use and occupancy as a residence by a single family.

1.7 "Improvement" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, Dwellings, buildings, outbuildings, patios, tennis courts, swimming pools, garages, carports, driveways, sidewalks, walkways, fences, walls, gates, screening walls, terraces, retaining walls, stairs, decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennas, equipment and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services, and any construction which in any way alters the exterior appearance of any Improvement, but shall not include pipes, lines, cables, meters, equipment and facilities in connection with water, sewer, drainage, gas, electric, telephone, television or other utilities or services to the extent the same are owned and maintained by a utility service provider in favor of whom a utility or drainage servitude has been expressly established and granted herein.

1.8 "Living Area" shall mean and refer to the total enclosed and habitable area of a Dwelling which is centrally air-conditioned and heated, excluding open porches, balconies, storage and utility rooms, unfinished attics, carports and garages.

1.9 "Lot" shall mean and refer to a discrete, separately numbered and delineated lot or parcel of ground within the Subdivision, as shown on the Plat.

1.10 "Member" shall mean and refer to a person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds membership in the Association.

1.11 "Owner" shall mean and refer to any person, corporation, partnership or other legal entity owning an interest in a Lot other than: (a) a naked ownership interest subject to a usufruct; (b) a mineral interest or minerals rights; (c) a predial servitude (d) a right of use; or, (e) a right of habitation; a person having a usufruct over all or some portion of the surface of any Lot shall be an Owner for purposes of this act to the extent of the usufruct's coverage of the surface of the Lot. A lessee shall not be an Owner for purposes of this act.

1.12 "Phase I" shall mean and refer to Fernewood Subdivision, Phase I, that certain residential subdivision dedicated and established by Woodlands in the Phase I Dedication.

1.13 "Phase I Dedication" shall mean and refer to that certain Act of Dedication and Establishment of Restrictions, Covenants, Servitudes and Obligations for Fernewood Subdivision, Phase I, recorded under File Number 90-017614 of the records of the Clerk of Court, as amended by that certain First Amendment to Act of Dedication, Covenants, Servitudes and Obligations for Fernewood Subdivision, Phase I, recorded under File Number 90-018103 of the records of the Clerk of Court.

1.14 "Plat" shall mean and refer to that certain final plat of survey of the Subdivision prepared by Charles T. Mader, Registered Land Surveyor, dated December 10, 1990, revised January 25, 1991, a copy of which is attached hereto and made a part hereof, having been paraphed "Ne Varietur" for identification herewith.

1.15 **"Setback"** shall mean and refer to the distance from any point on the front, back or a side boundary line of a Lot, as the case may be, measured in feet, within which no Improvements may be constructed or placed except as herein expressly provided.

1.16 **"Street"** shall mean and refer to a public street or cul-de-sacs within the Subdivision.

1.17 **"Subdivision"** shall mean and refer to Fernewood Subdivision, Phase II, as herein dedicated and established.

1.18 **"Subsequent Phase"** shall mean any future phase of residential subdivision development by Woodlands or its successors that is an addition to or extension of Phase I, the Subdivision or an earlier Subsequent Phase of either, as shown on a final plat of survey of the Subsequent Phase prepared by a registered land surveyor or registered engineer, duly approved by the appropriate governmental bodies and filed for registry with the Clerk of Court, and which future phase is declared by Woodlands to be a Subsequent Phase or extension of Phase I, the Subdivision or an earlier Subsequent Phase of either in an act filed of record with the Clerk of Court.

1.19 **"Work"** shall mean and refer to any construction, erection, alteration, addition, renovation or removal of Improvements on any Lot other than routine maintenance and repairs of existing Improvements.

ARTICLE 2. - DEDICATION OF STREETS AND IMPROVEMENTS AND ESTABLISHMENT OF SERVITUDES

2.1 **Survey and Division into Lots and Streets.** Woodlands has caused the Property to be surveyed and divided into Lots and Streets for a residential subdivision, the same to be known as "Fernewood Subdivision, Phase II", all as shown on the Plat. Woodlands further declared that a copy of the Plat has been duly filed with the Assessor of the Parish of Lafayette, Louisiana, as required by law.

2.2 **Declaration as Subsequent Phase.** Woodlands does hereby declare that the Subdivision is and shall be a Subsequent Phase to Phase I within the meaning of Section 1.17 of the Phase I Dedication.

2.3 **Dedication of Streets and Improvements.** In order to dispose of the Property to the best advantage and to make the Property more desirable and attractive, Woodlands does by these presents make a formal dedication to the public use, for public maintenance, of the following Streets in the Subdivision and their respective rights-of-way, all of which are more particularly shown and delineated on the Plat:

The continuation of Waterford Drive from Phase I through its terminus at Remington Drive, Remington Drive and Westfield Drive.

Woodlands does further hereby make a dedication, donation and conveyance to the City of Lafayette, Louisiana, for its use and maintenance, for the benefit of all future Owners and residents of the Subdivision, Phase I and Subsequent Phases, of all sewer, water, drainage, electrical and street lighting improvements, equipment and facilities heretofore constructed and/or placed by Woodlands beneath or upon the Property.

2.4 **Establishment of Servitudes.** Woodlands, as owner of the Property, on the terms and conditions hereafter set forth, does hereby declare, grant and establish, by destination, the five (5') foot, ten (10') foot and fifteen (15') foot utility servitudes shown and designated on the Plat, in favor, equally, of the City of

Lafayette, South Central Bell Telephone Company, Trans Louisiana Gas Company (a division of Atmos Energy Corporation), and Telecable Associates, Inc. d/b/a Lafayette Cable T.V., their successors and assigns, (hereafter individually referred to as "grantee" and collectively referred to as "grantees") for the construction, installation, repair, alteration and maintenance of water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities for the provision of such services to the Lots in the Subdivision and to Phase I and Subsequent Phases, free of all Improvements, trees, shrubs, and other obstructions which may interfere with such uses with the exception of driveways, walkways, sidewalks, fences, mailboxes, retaining walls, and gas and water meters, but subject to the several obligation of each grantee, after any use or exercise by such grantee of the rights herein granted, to restore the surface of the property subject to the servitudes to a condition as close as is reasonably possible to that which existed prior to such use or exercise. Wherever reasonably possible, the lines and facilities to be constructed and installed on such servitudes shall be placed underground. Each grantee of the servitudes hereby established shall respect the reasonable use of the servitudes by the other grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the servitude by all grantees.

Each grantee, by its use or exercise of the rights herein granted, does hereby agree to hold Woodlands, its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective grantee in the construction, installation, repair, alteration and maintenance of the said water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities.

Woodlands does hereby further declare, grant and establish the drainage servitudes shown on the Plat in favor of the City of Lafayette for the construction, installation, maintenance and repair of water drainage facilities and improvements for the Subdivision and Subsequent Phases, subject to the same terms, conditions and obligations of exercise and use set forth above for the utility servitudes.

Woodlands does hereby reserve unto itself, its successors and assigns, a perpetual servitude and right of way for the construction, at its own cost and expense, at any time, and the permanent placement and location thereon, of a brick fence, not to exceed two (2') feet in width, said servitude and right of way to have the size, shape, boundaries and location shown and designated on the Plat as the "5' FENCE & UTILITY EASEMENT" located on Lots 36, 37, 38, 39 and 46 of the Subdivision. Said brick fence may be constructed and located anywhere within said servitude. Upon completion of construction of the brick fence, the then-Owners and all future Owners of Lots 36, 37, 38, 39 and 46 shall allow same to remain in place forever and shall be responsible for maintaining that portion of the brick fence built within or upon their respective Lot in good condition and repair, for so long as they own their interest in the Lot.

ARTICLE 3. - ESTABLISHMENT OF RESTRICTIONS AND OBLIGATIONS

3.1 Property Subject to Restrictions. Woodlands hereby declares that all of the Property and all Improvements constructed or placed thereon shall be subject to the limitations, restrictions, covenants, obligations, guidelines and conditions set forth in this act (said limitations, restrictions, covenants, obligations, guidelines and conditions being hereafter collectively referred to as the "Fernewood II Restrictions"), all of which are established and declared and agreed to be for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The Fernewood II Restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in and to the Property or any part thereof and shall inure to the benefit of each Owner thereof, Woodlands and the Association. All lessees of any of the Property shall be fully bound and obligated by the Fernewood II Restrictions.

The Fernewood II Restrictions are intended to apply to and affect only the Property, and shall not apply to or affect any other property now owned or hereafter acquired by Woodlands unless expressly made applicable to same in a subsequent juridical act.

3.2 Subsequent Phases. Subsequent Phases may be annexed to the Subdivision or the Property by Woodlands or its successors at any time without the consent of the Association or its Members, if any. However, the Fernewood II Restrictions shall not extend to any Subsequent Phase unless so expressly declared by Woodlands. It shall be permissible for Woodlands or its successors to declare in a juridical act that a Subsequent Phase is subject to the Fernewood II Restrictions subject to any modifications thereof or additions or deletions thereto that are applicable only to the specific Subsequent Phase in question.

ARTICLE 4. - GENERAL RESTRICTIONS

Except for the activities of Woodlands in connection with development of the Subdivision or Subsequent Phases and the activities of the grantees in connection with the construction, installation, repair, alteration and maintenance of water, sewer, drainage, natural gas, electrical, telephone and communications, and cable television lines and facilities within the utility and drainage servitudes hereinabove established, the following restrictions shall apply to all of the Property:

4.1 Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling situated upon the Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and are kept in accordance with Section 4.18.

4.2 Antennas. No exterior radio, television, satellite or communications antenna, aerial or dish shall be erected or maintained in the Subdivision without the prior, written approval of the Aesthetic Control Committee. No amateur or "ham" radio transmitters shall be operated in the Subdivision without the prior, written approval of the Aesthetic Control Committee.

4.3 Burning or Storage of Trash. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot; provided, however, that the storage of building materials, equipment and scrap materials and waste generated in connection with Work shall be permitted on a Lot during periods of Work on the Lot.

4.4 Construction Requirements. No Improvements shall be constructed nor other Work performed on any Lot except in compliance with the provisions of Article 5.

4.5 Division of Lots. No Lot shall be divided or subdivided and no portion of any Lot other than the entire Lot shall be transferred or conveyed for any purpose except by Woodlands or with the prior, express, written approval of the Aesthetic Control Committee. This shall not be construed to prohibit the granting of any servitude and/or right-of-way to any state, parish, municipality, political subdivision, public utility or other public body or authority, or to the Association or Woodlands.

4.6 Fences and Walls. All fences and walls shall be built in compliance with Article 5, and shall be kept neat and attractive. All ornamental iron or picket fences shall be painted. All fences shall be maintained so as not to detract from the general appearance of the Subdivision. On all Lots having a portion of brick perimeter fence or wall constructed by Woodlands upon the Lot, the Owner(s) of such Lot will be responsible for maintaining that portion of the fence or wall which is upon the Lot in good condition and repair.

4.7 Ingress and Egress. Ingress to and egress from Lots and Improvements thereon shall be from and to the front of the Lot (i.e., that side which a Dwelling thereon must face as hereafter set forth) and no access shall be allowed from the sides or rear of any Lot, except that ingress and egress from the side Street shall be allowed on Lots 31, 32, 40, 52 and 53.

4.8 Interference with Servitudes and Drainage. No Improvements other than driveways, sidewalks, walkways, mailboxes, fences, walls, retaining walls, and gas and water meters, and no other obstruction shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities or passage or drain, or obstruct any drainage ditch or channel.

4.9 Landscaping. Landscaping is allowed except that no trees, shrubs, plants or hedges shall be planted or allowed to grow on any Lot in such manner as to completely or substantially block the view of any Dwelling constructed thereon from the Street, or to detract from the general appearance of the Subdivision. Trees, shrubs and plants may be planted within front, rear and side Setbacks (subject to all servitudes and easements now existing or hereafter established), but shall not unduly block the natural light reaching any adjacent Lot or neighboring property.

4.10 Lease of Lots. No portion of any Lot, other than the entire Lot and all Improvements thereon, shall be leased.

4.11 Maintenance. No Dwelling or other Improvements which are located upon the Property shall be permitted to fall into disrepair and all such Dwellings and other Improvements, and all lawns and other landscaped areas, shall be kept neat and maintained in good condition and repair. Each Owner shall keep neat and maintain in good condition and repair that portion of the undeveloped Street right-of-way servitude (i.e., that portion of the right-of-way between the edge of the Street curb and the Owner's boundary line(s)) that is immediately adjacent to (whether in front of or alongside) the Owner's Lot. The opinion of the Aesthetic Control Committee as to the acceptability of such conditions shall be final.

4.12 Mineral and Mining Activity. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for, producing or removing oil or other hydrocarbons, minerals, gravel or earth except in the case of soil borings in connection with soil analysis for foundation design, provided, however, that offsite exploration

for or production of oil, gas or other minerals lying beneath the surface of a Lot through directional or horizontal drilling methods or otherwise shall be allowed.

4.13 Movable Structures and Outbuildings. No structure of any type, Dwelling or otherwise, shall be moved on to any lot in the Subdivision. No structure of a temporary character and no trailer, tent, shack, barn, pen, stable, coop, cage, storage building or shed shall be erected, used or maintained on any Lot at any time without the express, prior, written approval of the Aesthetic Control Committee, provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures necessary during the performance of any Work thereon. No such structures, trailers or the like shall be utilized for residence purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of the Work.

4.14 Noise. No exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying devices other than security devices used exclusively for security purposes shall be located, used or placed on any Lot in such manner that the sound emitted therefrom may be heard on any other Lot. No noise shall be permitted to exist or operate upon any Lot that may be a nuisance to any other Owner or resident.

4.15 Noxious, Hazardous or Offensive Activity. No noxious odors shall issue or emanate from any Lot. No noxious, hazardous or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situated upon the Property or at any other place within the Subdivision, nor shall anything be done therein or thereon which may be or become unsafe or hazardous or an annoyance or nuisance to the neighborhood or other Owners or residents of the Subdivision.

4.16 Parking. All vehicles owned, leased or operated by an Owner or a resident of the Subdivision must be parked off of the Street. On site parking areas must be of concrete, aggregate (washed gravel) or brick, or of an architectural, decorative hard surfacing material approved by the Aesthetic Control Committee.

4.17 Permitted Uses. All Lots shall be improved and used solely for single family residential purposes. No Lot, Dwelling or other building shall be used for any commercial or business operation, activity or function, and no business may be operated within the Subdivision, except that during the development of and sales of Lots in the Subdivision, Woodlands may maintain a "field office."

4.18 Pets. Pets shall be licensed, inoculated and registered with the city or parish as may, from time to time, be required by law and all dogs must be kept on a leash. Any Owner or resident who allows or brings any pet upon any Association Property shall be deemed to have agreed to hold all other Owners, the Association, each of its Members and Woodlands free and harmless and indemnify each from any loss, claim or liability of any kind whatsoever arising by reason of such pet being upon Association Property. The Board of Directors shall have the right to order any Member of the Association or other resident of the Subdivision whose pet is dangerous or a nuisance, to remove such pet from the Property and the Board of Directors shall have the sole and exclusive authority to determine, after notice to such Member or resident and affording such person an opportunity for a hearing before the Board of Directors, whether or not any pet is dangerous or a nuisance.

4.19 Pipes, Cables and Lines. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed, placed or maintained above the surface of any Lot except where reasonably

necessary for connection to a Dwelling or building or for access for repair or maintenance.

4.20 Sewerage Disposal Systems. No individual sewage disposal systems will be permitted. All Dwellings constructed in the Subdivision shall be connected to approved sanitary sewerage facilities.

4.21 Signs and Advertising. Except for entrance signs, directional and Street signs, signs for traffic control or safety, community "theme signs" and such promotional signs as may be maintained by Woodlands, no signs or advertising devices of any character may be erected, posted or displayed upon, in or about any Lot or Dwelling situated upon the Property, provided however, that one temporary real estate "for sale" or "for lease" sign not exceeding eight (8) square feet in size, may be erected upon any Lot or attached to any Dwelling placed upon the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or Dwelling.

4.22 Trash and Garbage Containers. Trash and garbage containers shall only be permitted to remain in public view a reasonable time before and after trash collection. No incinerator shall be kept or maintained on any Lot. Garbage, trash and other refuse shall be placed in covered containers, except as otherwise expressly required by law. Recyclable products or materials may be placed for collection in containers expressly designed or legally required for such collection. If a garbage pick-up point is attached or immediately adjacent to a Dwelling, then the area surrounding the garbage or trash containers must be enclosed with screening so that garbage cans are not visible from the Street.

4.23 Vehicles. No junk or abandoned vehicles, commercial vehicles (other than company cars provided for personal use and pick-up trucks used in connection with an Owner's or resident's trade or occupation), trailer, tractor-trailers, campers, motor homes, camp trucks, house trailers, boats or boat trailer or other machinery or equipment of any kind or character (except for such equipment as may be reasonable, customary and usual in connection with the use and maintenance of any Dwelling or other Improvements located upon the Property and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of Association Property) may be kept and stored upon the Property. The repair or extraordinary maintenance of automobiles or other vehicles (except for bona-fide emergencies) may not be carried out on the Property. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept on a Lot within an enclosed storage room or garage or completely kept from view from any Street and all other Lots.

ARTICLE 5. - RESIDENTIAL CONSTRUCTION GUIDELINES

5.1 Approval of Aesthetic Control Committee. Except for Work within the Subdivision performed by or on behalf of Woodlands, and except for purposes of proper, routine maintenance and repair of existing Improvements and except as otherwise expressly provided below, no Work shall be commenced, performed, undertaken or conducted within the Subdivision or any Subsequent Phase to which this provision is made applicable until plans and specifications therefor have been provided to the Aesthetic Control Committee as herein required and such plans and specifications have been approved in writing by the Aesthetic Control Committee. At least one (1) but not more than three (3) complete sets of plans and specifications for any proposed Work (as the committee may require), showing the location of the Dwelling or other Improvement in question on the Lot, the scope and nature of the Work, any proposed grading, leveling, contouring, and landscaping of the Lot, the structural components, size, shape, height, dimensions, floor

plan or layout, materials and colors of the proposed Improvement, and the types of construction, shall be submitted to and approved by the Aesthetic Control Committee in writing prior to commencement of any Work. The procedures and rules of the Aesthetic Control Committee set forth in Article 7 of this act shall govern the submission of plans and specifications for and grant or denial of approvals pursuant to this section, and to the extent applicable, the performance of Work pursuant to this Article.

The Aesthetic Control Committee shall have the power and authority to grant a variance from the provisions of this section pursuant to Section 5.4 as to any Work for which the committee deems it unnecessary that plans and specifications be submitted, provided, however, that all such Work shall nevertheless be performed in compliance with the other terms and provisions of the Fernewood II Restrictions, including, without limitation, the guidelines set forth in Section 5.3.

It shall not be necessary to comply with the provisions of this section requiring submission of plans and specifications to the committee and approval of such plans and specifications for Work consisting of the construction, installation or erection of the following types of Improvements, unless the same are constructed, installed or erected as part of or in connection with the construction of a Dwelling: exterior electrical or gas lighting poles and facilities not exceeding twenty (20') feet in height; mailboxes; patios, walkways, parking areas and concrete or other hard surfaced areas of less than fifty (50) square feet in total size; basketball goals not exceeding twenty (20') feet in height; trash or garbage container screens and areas having a total area of twenty-five (25) square feet or less; exterior air conditioning and heating units for the service of a single Dwelling and concrete or hard surface pads therefor; screens or screening walls for exterior air conditioning and heating units; telephone and communications, electrical, gas, and cable television lines for the personal use of the residents of a single Dwelling; lawn watering systems, lines and facilities for a single Lot; and, garage doors and door opening systems; provided, however, that all such Work shall be performed in compliance with the other terms and provisions of the Fernewood I Restrictions, including, without limitation, the guidelines set forth in Section 5.3.

5.2 Factors to be Considered. The factors to be considered by the Aesthetic Control Committee in reviewing plans and specifications submitted to it shall be: The aesthetic appearance of the exterior of the Improvements; conformity with good aesthetic design practices; the quality and size of the proposed Improvements; the good aesthetic use of materials, color and location in relation to surrounding structures and topography; harmony with existing Dwellings and other Improvements; avoidance of duplication of or repetitive designs for Dwellings and other Improvements; and, conformity with the construction guidelines for the Subdivision and the general restrictions set out herein.

5.3 Guidelines to be Applied. The Aesthetic Control Committee shall apply the following guidelines in reviewing plans and specifications for Work within the Subdivision and granting approvals and disapprovals of such plans and specifications, and the following guidelines shall govern all Work performed within the Subdivision, except and only to the extent that a variance has been requested and granted in accordance with Section 5.4 of this act:

5.3.1 Air Conditioning and Heating Equipment. All exterior air conditioning, cooling and heating equipment for a Dwelling or other building that is so located that it may be seen from the Street shall be enclosed behind a fence or wall of the same construction and materials as the Dwelling or building which the equipment serves.

5.3.2 Carports and Garages. All Dwellings constructed in the Subdivision must include a carport or garage capable of containing at least two standard-sized automobiles as part of the Dwelling or attached thereto by means of a covered walkway. Whenever possible considering the size and shape of the Lot, the openings of such garages or carports shall not be visible from the Street. In cases where it is unavoidable that openings of garages or carports are visible or partly visible from the Street, they shall be equipped with doors. If a carport or garage is constructed separately from the Dwelling and attached thereto by a covered walkway, said walkway and the carport or garage shall be of a construction and of materials similar to that of the Dwelling.

5.3.3 Chain Walls or Screening. All Dwellings and buildings built above Lot level shall have a chain wall or similar screening from the ground to the floor level of the structure so as to prevent visibility of said structure under floor level; said chain wall or screening shall be constructed of the same material with which the exterior of the structure is constructed.

5.3.4 Direction of Dwelling Face. Any Dwelling constructed on a Lot shall be situated so that the front of the Dwelling faces within ten (10) degrees to either side of the directional bearing indicated by the arrow shown on each Lot on the Plat for that purpose, provided, however, that the Aesthetic Control Committee shall have the right to disapprove any plans and specifications for a Dwelling that, in the opinion of the Committee, is improperly situated considering the design and size of the Dwelling and given the factors to be considered above. For purposes of this act, the boundary line along the side of the Lot which the Dwelling must face shall be the "front boundary line"; the boundary line directly opposite from the front boundary line shall be the "rear boundary line;" the boundary lines to either side of the front and rear boundary lines shall be the "side boundary lines."

5.3.5 Drainage, Grades and Ditches. Prior to construction of any Dwelling, the Lot on which it is to be constructed shall be graded such that it drains in a manner consistent with natural drainage and without damage to neighboring lands. Contouring the earth is encouraged to provide swales, especially along Lot lines, that are free flowing and manageable. Open ditches are not allowed on any Lot except those that may be present at the time of the filing of this act with the Clerk of Court. No driveways shall be constructed without provisions for drainage of surface water over, across or along same. No Dwelling or other Improvements shall be constructed on any Lot until provisions have been made for drainage of surface water off of the Lot in a manner which minimizes drainage across adjacent property or Lots; drainage shall be into the Street or into natural or provided drainage areas whenever possible.

5.3.6 Exterior Materials. All exterior materials on Dwellings must be of brick and mortar, stucco, drivit, wood or other durable material. The use of concrete block is prohibited. No vinyl or metal siding, masonite or similar materials shall be used without the prior, express approval of the Aesthetic Control Committee.

5.3.7 Fences and Walls. All fences and walls must be built of either ornamental iron, picket, wood or brick,

and shall not exceed seven (7') feet in height measured from ground level. No fence or wall shall be erected between the front sill of the Dwelling and the front boundary line or within the front Setback, however, a fence or wall approved by the Aesthetic Control Committee as part of the plans and specifications for a Dwelling or separately approved by the Committee in writing may be erected within the side Setbacks and the rear Setback of a Lot, subject to all servitudes and easements now existing or hereafter established.

5.3.8 Mailboxes. The design and construction of mailboxes and the posts or columns on which they are built shall conform substantially with the design and construction of the Dwelling built on the Lot they serve. Mailboxes shall be constructed at the proper height and location specified by the United States Postal Service, and may be constructed within the undeveloped portion of a Street right-of-way adjacent to a Lot to the extent permitted by law or contract, subject to the rights of the public body having jurisdiction of the right-of-way. No more than one mailbox shall be erected on any Lot.

5.3.9 Minimum Living Area. The minimum Living Area for each single story Dwelling shall be 2,500 square feet.

For purposes of this act, a "two-story Dwelling" shall mean a Dwelling with two stories in which the second story contains more than 85% but not more than 100% as much Living Area as the ground or first floor of the Dwelling. The minimum Living Area for each two-story Dwelling shall be 3,600 square feet, and the first floor of any two-story Dwelling shall contain not less than 1,800 square feet of Living Area. No Dwelling shall contain a second story having a Living Area larger than the Living Area of the ground or first floor.

For purposes of this act, a "story-and-a-half" or "split-level" Dwelling shall mean any Dwelling with two-stories in which the second story contains only 85% or less as much Living Area as the ground or first floor. The minimum Living Area for each story-and-a-half or split-level Dwelling shall be 2,800 square feet, and the first floor of any such Dwelling shall contain not less than 2,000 square feet of Living Area.

Dwellings containing more than two stories are prohibited without the prior, express, written approval of the Aesthetic Control Committee.

5.3.10 Roof Penetrations and Equipment. No plumbing, mechanical or electrical, air conditioning, cooling or heating equipment or vents (including without limitation solar heating equipment, collectors or panels) shall be placed on the Street side(s) of Dwelling roofs or the roofs on the Street side(s) of any other building erected on any Lot.

5.3.11 Roofing Materials. Roofing for Dwellings and other structures may not be of iron, galvanized sheet metal, corrugated asbestos or roll roofing. Wood, slate and Architectural-style fiberglass shingles may be used, provided, however, that Architectural-style fiberglass shingles which weigh less than 245 pounds per square of roofing (100 square feet), exclusive of felt, may not be used. Flat roofs or roof areas must be surfaced with built-up roofing and where such built-up roofing is visible from a Street which the structure faces, the

built-up roofing shall be surfaced with a decorative material.

5.3.12 Setbacks - Generally. Driveways, walkways, sidewalks, fences, walls, mailboxes, retaining walls and gas and water meters may be constructed and placed within Setbacks to the extent not otherwise prohibited herein and subject to the rights of the grantees of the servitudes herein established. Measurements for Setbacks shall be taken from the nearest point on the proposed or actual Dwelling, building or other Improvement, excluding roof overhangs, to the boundary line in question. Thus, in determining compliance with Setback requirements, all measurements are to be made from the point on any proposed or actual Improvement that is closest to the boundary line in question, excluding roof overhangs.

5.3.13 Setbacks from Front. The Setback for each Lot from the front boundary line thereof shall be thirty (30) feet.

5.3.14 Setbacks from Rear. The Setback for each Lot from the rear boundary line thereof shall be fifteen (15) feet.

5.3.15 Setbacks from Side. The Setback for each non-corner Lot from the side boundary lines and from the non-Street side boundary line of each corner Lot shall be seven and one-half (7-1/2) feet. The Setback for each corner Lot from the Street side boundary line shall be fifteen (15) feet.

5.3.16 Sidewalks. Each Owner, prior to the completion of construction of a Dwelling on his Lot, shall be responsible for constructing a sidewalk adjacent to all Streets on which the Lot has frontage (including without limitation side Streets). The design, location, structure and materials of the sidewalk shall fully comply with the requirements of the City of Lafayette, the Parish of Lafayette, the Lafayette Areawide Planning Commission or any other governmental body for residential subdivision sidewalks, and shall be shown and described in detail on the plans and specifications for the Dwelling submitted to the Aesthetic Control Committee. To the fullest extent possible, the design, location, structure, materials of the sidewalk shall be consistent and compatible with the sidewalks constructed on neighboring Lots, with the objective that the sidewalks in the subdivision shall be uniform and regular. Failure to submit adequate plans and specifications for a required sidewalk shall be ground for disapproval of plans and specifications for the entire Dwelling.

5.3.17 Utility Connection Points. All utility service lines, including but not limited to electricity, water, sewer, gas, telephone, and cable television, shall be connected only at the points designated therefor on each Lot by Woodlands.

5.4 Variances. The Aesthetic Control Committee shall have the right and power, but never the obligation, to grant variances, according to its procedures and rules, from compliance with any of the Fernwood II Restrictions, including without limitation, the restrictions upon the face direction, location, Setbacks, minimum Living Area, and materials for Dwellings or other Improvements, when circumstances such as topography, natural obstructions, hardship, or aesthetic, economic or environmental considerations may warrant, in the sole and absolute discretion of the committee. All variances must be evidenced in writing from the committee in

order to have legal effect. A written approval from the Aesthetic Control Committee of plans and specifications for a proposed Work that will not comply, in one or more respects, with the Fernewood II Restrictions, shall constitute a written variance per se as to the specific matter or matters not in compliance, unless other expressly stated therein.

The Aesthetic Control Committee shall have the absolute right to require, as a condition to the granting of any variance, that the Owner(s) and/or any other applicant for a variance expressly, and in a writing signed by them, release and discharge, and agree to defend, indemnify and hold harmless, the committee, the Board of Directors, Woodlands, their partners, members, representatives, agents and employees, and the Association, from and against any liability, damages, suits, claims, causes of action, legal fees or costs, direct or indirect, arising out of or in any way connected with the issuance of any variance or in any way connected with any Work performed pursuant to any variance, or arising out of any observation, inspection or review of any such Work by the committee or its members.

The Aesthetic Control Committee may, in its sole discretion, charge and collect from the person or persons requesting the variance a fee of \$100.00 for each variance which it is requested to grant, regardless of whether the variance is granted, and shall further be entitled to collect from such person or persons all reasonable attorney's fees and other expenses incurred by the committee in considering and either granting or rejecting such request.

If a variance is granted, no violation of the Fernewood II Restrictions 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 act for any purpose 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 committee to grant a variance in another instance.

5.5 Limitations and Release of Liability. In performing its functions, including without limitation the review and approval or disapproval of plans and specifications and the granting of variances, the committee does not warrant, guarantee, recommend, approve, certify or endorse any particular architectural, engineering or structural design, or any plan, specification, material, construction method or practice, or any action or deed, as to its safety, freedom from defects, durability, fitness or suitability for intended use, strength, compliance with law or contract, or other characteristics.

Neither the approval by the Aesthetic Control Committee of any plans or specifications for any Work, nor the granting of any variance to allow any particular 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 Aesthetic Control Committee, the Board of Directors, the Association, Woodlands, their respective members, agents, employees, partners, and representatives, to any person, that any method, action, practice, design, material or structure that is contained, shown, specified or proposed in any plans or specifications approved by the committee or in any variance granted by the committee, or any Work reviewed, inspected or observed by the committee or its members, is safe or proper or sound or free from defects or vices or is invested with any quality or characteristic whatsoever, or complies with the requirements of this act, or any law, ordinance, regulation, contract, agreement or instrument.

Each person who submits plans and specifications to or obtains a variance from the Aesthetic Control Committee 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 Aesthetic Control Committee, and its members, the Board of Directors and its members, the Association, Woodlands and its partners, their employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, costs and fees arising out of any act, omission, negligence, breach of contract, violation of law, or fault by any person, or any defect, vice, hazard or failure, in any material, Lot or Improvement, relating in any way to such plans and specifications, variance or Work.

ARTICLE 6. - FERNEWOOD HOMEOWNERS ASSOCIATION, INC.

All Owners shall be members of the Fernewood Homeowners Association, Inc. upon the same terms and conditions established for Phase I in the Phase I Dedication, and all terms and provisions of Sections 6.1 through 6.18 of Article 6 of the Phase I Dedication are incorporated herein by reference and made applicable to the Subdivision and the Owners as fully as though set forth herein in full.

ARTICLE 7. - AESTHETIC CONTROL COMMITTEE

The Aesthetic Control Committee shall have all of the powers, rights, privileges, protections, authority and duties with regard to the Subdivision and the Fernewood II Restrictions as are provided for the committee in Article 7 of the Phase I Dedication, together with any additional rights, privileges, protections, authority and duties expressly set forth herein.

ARTICLE 8. - MISCELLANEOUS PROVISIONS

8.1 Enforcement of Restrictions. Any Owner, the Board of Directors, the Association, the Aesthetic Control Committee, or any party to whose benefit this act inures shall have the right to legally enforce any restriction, limitation, covenant or provision of this act through an action for a temporary restraining order, preliminary or permanent injunction, declaratory judgment, damages or any combination thereof. For purposes of any injunctive relief which may be sought, each Owner by acquiring his interest in his Lot, agrees and stipulates in favor of every other Owner, the Board of Directors, the Association and the Aesthetic Control Committee, that the remedy at law for the violation of any of the General Restrictions contained in Article 4 or any of the construction guidelines contained in Article 5 would be inadequate and that each of the persons in whose favor this stipulation runs would suffer irreparable injury from such violation and that prohibitory and/or mandatory injunctive relief shall be available to remedy any such violation, reserving to any aggrieved party the right to recover such damages as he may incur from such violation.

In the event of any proceedings in any court or before any governmental body seeking to enforce any provision of this act or seeking injunctive relief or damages for the violation of any provisions of this act, the prevailing party shall be entitled to recover its reasonable attorney's fees from the losing party.

8.2 Duration; Amendment. Except where permanent servitudes, easements or other permanent rights or interests are herein created, the Fernewood II Restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this act, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this act with the Clerk of Court, after which the Fernewood II

Restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owner or Owners of a majority of the Lots has been recorded with the Clerk of Court, agreeing to change or modify the Fernewood II Restrictions in whole or in part.

Except for the provisions establishing utility and drainage servitudes, the terms and provisions of this act and any of the Fernewood II Restrictions, as they apply to the Subdivision, may be modified, corrected or amended, in whole or in part, or terminated or waived, at any time prior to or subsequent to the expiration of the thirty (30) year period aforesaid, by an act signed by the then Owner or Owners of a majority of the Lots in the Subdivision and duly recorded with the Clerk of Court, and such modification, correction, amendment, termination and waiver shall be legally binding upon and shall inure to the benefit of all Owners of Lots in the Subdivision, regardless of whether they have signed the said act. The utility and drainage servitudes established in this act may only be modified, corrected or amended by act signed by the Owners of that portion of the Property subject to the servitude or portion thereof to be modified, corrected or amended.

8.3 No Abandonment or Waiver; Prescription. No restriction, limitation, obligation, guideline or covenant contained within the Fernewood II Restrictions shall be deemed to have been abandoned or waived solely because of any failure to bring an action to enforce a violation thereof within two (2) years of the commencement of a noticeable violation, and any portion of the property that is freed of a restriction, limitation, obligation, guideline or covenant as a result of such failure because of the provisions of Article 781 of the Louisiana Civil Code, as the same may be amended, shall be deemed to be automatically again bound by and subjected to such restriction, limitation, obligation, guideline or covenant.

8.4 Construction and Interpretation. The provisions of this act shall be governed by the laws of the State of Louisiana. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Subdivision, Phase I and any Subsequent Phases. This act shall be deemed to have been drafted jointly by all persons who seek to benefit from or enforce the provisions of same and shall never be interpreted less favorably against the party who furnished same solely for having done so.

8.5 Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot or interest in same, the act of sale or conveyance purporting to effect such transfer shall be deemed to contain a provision incorporating by reference the servitudes, privileges and restrictions set forth in this act, as amended from time to time.

8.6 Notices. Any notice required to be sent to any Owner or Member under the provisions of this Act shall be deemed to have been properly given when mailed, by ordinary mail, postage paid to the last known address of such Owner or Member on the records of the Association at the time of such mailing, or, if no such record exists, then to the last known address of such Owner or Member, provided, however, that any notice may also be sent by Certified Mail, Return Receipt Requested, or by personal delivery to the addressee, in which latter event the notice shall be deemed given upon delivery to the addressee. The Association shall have the right to supply the address of any Member to any person having any rights under this act. Any notice required to be sent to Woodlands under the provisions of this act shall be sent by Certified Mail, Return Receipt Request, addressed to Woodlands at its permanent mailing address stated on page one hereof or at any other address subsequently provided to the Association by Woodlands in writing, or shall be hand delivered to Woodlands through either Dwight W. Andrus, Jr., Reed G. Andrus, or any other person designated by

Woodlands to receive notices in a writing provided to the Association.

8.7 No Dedication of Association Property. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Association Property by any public, state, parish or municipal agency, authority, or utility and no public, state, parish or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any Association Property.

8.8 Severability. Invalidation of any provision of this act by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

8.9 Captions. The captions contained in this act are for convenience only and are not a part of this act and are not intended in any way to limit or enlarge the terms and provisions of this act.

8.10 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

THUS DONE AND SIGNED in the Parish of Lafayette, Louisiana, on the day and date hereinabove first written, in the presence of the undersigned competent witnesses, who have hereunto subscribed their names with the said appearer, and me, Notary, after due reading of the whole.

WITNESSES:

WOODLANDS PROPERTIES
LIMITED PARTNERSHIP
By Big Sky Corporation, its
Managing General Partner

Helen S. Phillips

By:

Reed G. Andrus
Reed G. Andrus, Secretary

HELEN S. PHILLIPS

Isabelle L. Theriot

Isabelle L. Theriot

Mark C. Andrus
NOTARY PUBLIC
MARK C. ANDRUS