

FILE NO.
93-040530

RECORDED
93-040530
CLERK
COUNTY & RECORDER

ACT OF DEDICATION

AND

ESTABLISHMENT OF

RESTRICTIONS, COVENANTS, SERVITUDES AND OBLIGATIONS

FOR

FERNEWOOD SUBDIVISION, PHASE VII

LAFAYETTE PARISH, LOUISIANA

*WOODLANDS PROPERTIES LIMITED PARTNERSHIP,
Owner and Developer*

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FOR
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PARISH OF LAFAYETTE

STATE OF LOUISIANA

BE IT KNOWN that on the 5th day of November, 1993;

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, 70593, 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,

which declared that:

WHEREAS, Woodlands 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 6.35 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' right-of-way) and the western right-of-way line of Robley Drive (85' right-of-way); thence proceed southerly along the westerly right-of-way line at Robley Drive South 43°20'38" West a distance of 423.63 feet to a point; thence proceed along 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 the eastern right-of-way line of Robley Drive; thence South 42°40'08" West a distance of 1750.67 feet to the Point of Beginning.

Thence South 47°19'52" East a distance of 140.00 feet; thence South 42°40'08" West a distance of 9.78 feet; thence South 47°19'52" East a distance of 640.00 feet; thence South 42°40'08" West a distance of 3.00 feet; thence South 47°19'52" East a distance of 190.00 feet; thence South 42°40'08" West a distance of 285.07 feet; thence North 46°51'16" West a distance of 173.78 feet; thence North 46°56'32" West a distance of 796.24 feet; thence North 42°40'08" East a distance of 291.00 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 seventh 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 previously created a non-profit corporation to serve as an entity for the use of future homeowners in all phases of the subdivision 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 previously established an Aesthetic Control Committee to review and approve plans and specifications for improvements to be constructed on lots in all phases of the subdivision 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 phrases, 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 Act of Dedication and Establishment of Restrictions, etc., for Fernewood Subdivision, Phase I, as amended, that is recorded in the office of the Clerk of Court.

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

1.3 "Association Property" shall mean and refer to any immovable property or Improvements thereon in the Subdivision, the Prior Phases 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 of 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 "Plat" shall mean and refer to that certain final plat of survey of the Subdivision prepared by Charles T. Mader, Registered Land Surveyor, dated October 19, 1993, last revised November 4, 1993, a copy of which is attached hereto and made a part hereof, having been paraphed "Ne Varietur" for identification herewith.

1.13 "Prior Phase Dedications" shall mean and refer to the acts of dedication and establishment of restrictions, covenants, servitudes and obligations for Fernewood Subdivision, Phases I, II, III and IV, Fernewood Subdivision, Phase V, Section I, Fernewood Subdivision, Phase V, Section II and Fernewood Subdivision, Phase VI, recorded, respectively, under File Numbers 90-017614, 91-002631, 91-033822, 92-007700, 92-14897, 92-23979 and 93-005020 of the records of the Clerk of Court, as the same have been amended and corrected.

1.14 "Prior Phases" shall mean and refer to Fernewood Subdivision, Phases I, II, III, IV, VI and Fernewood Subdivision, Phase V, Sections I and II, being those seven (7) certain residential subdivisions dedicated and established by Woodlands (and, in the case of Fernewood Subdivision, Phase III, by both Woodlands and Dwight W. Andrus Insurance, Inc.), in the Prior Phase Dedications.

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 the public street dedicated herein within the Subdivision.

1.17 "Subdivision" shall mean and refer to Fernewood Subdivision, Phase VII, 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 a Prior Phase, the Subdivision or an earlier Subsequent Phase of any of those, 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 a Prior Phase, the Subdivision or an earlier Subsequent Phase of any of those 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 STREET AND IMPROVEMENTS AND ESTABLISHMENT OF SERVITUDES

2.1 **Survey and Division into Lots and Street.** Woodlands has caused the Property to be surveyed and divided into Lots and a Street for a residential subdivision, the same to be known as "Fernewood Subdivision, Phase VII", 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 each of the Prior Phases within the meaning of each of the Prior Phase Dedications.

2.3 **Dedication of Street 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:

The extensions of Westfield Drive, Barrington Drive and Sedgefield Drive located within the Subdivision and their respective rights-of-way, from their prior termini at the Southwesterly boundary of Fernewood Subdivision, Phase V, Section II all as more particularly shown and delineated on the Plat.

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, the Prior Phases and Subsequent Phases, of all sewer, water, drainage, electrical and street lighting improvements, equipment and facilities heretofore or hereafter 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 and ten (10') 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 lines and facilities for the provision of water, sewer, drainage, natural gas, electrical, telephone and communications (including without limitation analog and digital voice, data and electronic image transmission, entertainment, news, banking, financial and all other electronic or digital information services), and cable television services to the Lots in the Subdivision and to the Prior Phases 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 shall be legally responsible for any damage or injury to any property, lines or facilities owned by any other grantee, Woodlands, the Association or any Member, caused by or resulting from such grantee's use or exercise of the aforesaid servitudes, or by any action, omission, negligence or other fault of the said grantee.

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 reserve unto itself, its successors and assigns, the right to use all of the foregoing servitudes for construction, installation and/or development of any and all sewer, water, drainage, electrical and Street lighting improvements which Woodlands may choose to construct, install and/or develop in and/or for the Subdivision or Subsequent Phases.

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 VII 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 VII 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 VII Restrictions. The Fernewood VII 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 VII 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 VII 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 Woodlands or the grantees in connection with the construction, installation, repair, alteration and maintenance of water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities within the utility 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 (if allowed) shall be painted. All fences shall be maintained so as not to detract from the general appearance of the Subdivision.

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.

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 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, drilling, 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 or recovery 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 mobile home, 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, mobile homes, 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 or any neighboring property or lots in any Prior Phase or Subsequent Phase. No noise shall be permitted to exist or operate upon any Lot that may be a nuisance to any other Owner or resident or any owner or resident of a lot in a Prior Phase or Subsequent Phase.

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 water hoses and the like which are reasonably necessary in connection with normal lawn, landscaping, Dwelling or building 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 sewerage 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 fully enclosed storage room or garage or completely kept from view from the Street and all other Lots, and all lots in the Prior Phases and Subsequent Phases.

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 the 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 Fernwood VII 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 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 fifteen (15') 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 Fernwood VII 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 or another permitted material that is compatible with the architectural details of the Dwelling or building.

5.3.4 Direction of Dwelling Face; Boundary Lines 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", which shall be the entire boundary line running along the Street right-of-way between the points where the Lot meets the adjacent Lots or property on either side at the Street right-of-way. The boundary line directly opposite, or most 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, and contouring the earth is encouraged to provide swales, especially along Lot lines, that are free flowing and manageable; provided, however, that the existing grades of the front Setbacks of the Lots and the area between the front Lot line and the back of the Street curb at the time of recordation of this act with the Clerk of Court are intended to be the final grades for those Setbacks and areas, and such grades shall not be changed without the prior, express, written consent of the Aesthetic Control Committee and any grantee of the utility servitudes herein established whose facilities underlie the portion of the Lot or areas in question. If consent is granted for a change in the grade of the front Setback of any Lot or a portion of the Street servitude area lying between the back of the Street curb and the Lot line of any Lot, it shall be the sole responsibility of the Owner or Owners to coordinate any such change with the grantees whose facilities are present beneath the grade, and all costs and expenses of any modification of utilities or facilities of the grantees required by such change shall be paid by the Owner or Owners of the subject Lot. 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, Drivit, stucco, finish-grade wood or other durable material. The use of concrete block is prohibited. Vinyl or metal siding or other synthetic stucco, Masonite or similar materials (excepting Drivit) shall not 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, brick or wood. No picket or concrete block fences shall be built unless a variance therefor is granted by the Aesthetic Control Committee in accordance with the provisions of this Act. Fences and walls shall not exceed eight (8') feet in height measured from ground level.

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 the 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 or for any Lot.

5.3.9 Minimum Living Area; Multiple Stories. The minimum Living Area for a single story Dwelling on any Lot shall be 2,500 square feet.

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 first or ground floor. The minimum Living Area for a story-and-a-half or split-level Dwelling on any Lot 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.

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% percent as much Living Area as the ground or first floor of the Dwelling. The minimum Living Area for a two-story Dwelling on any Lot shall be 3,600 square feet and the first floor of any two-story 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.

Buildings other than Dwellings shall not have more than one story, and Dwellings shall not have more than two stories, 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 of Dwelling roofs or the roofs on the Street side 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. 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 - Permitted Improvements. Notwithstanding anything contained in this act to the contrary, the following types of Improvements may be constructed and placed within Setbacks subject to the rights of the grantees of the servitudes herein established: (a) Driveways, walkways and sidewalks; (b) retaining walls; (c) French drains, other in-ground or underground drainage Improvements that do not extend above the surface of the Lot, and saturation trenches; (d) mailboxes; (e) gas and water meters; (f) underground electrical, gas, phone and television or telecommunications lines and cables; and, (g) underground lawn and landscape watering systems having only spray or sprinkler heads extending above ground. Fences and walls may not be erected between the front sill of the Dwelling and the front Setback line, and fences, walls, patios, slabs, decks and courtyards may not be erected or constructed within the front Setback, except in conjunction with the construction of, and as a part of, a

Dwelling, and then only to the extent that the fence, wall, patio, slab, deck or courtyard forms a part of a complete and comprehensive design for the Dwelling shown and detailed on plans and specifications for the Dwelling that have been expressly approved in writing by the Aesthetic Control Committee notwithstanding the provisions of Section 7.5 of this act, and subject to the rights of the grantees of the servitudes herein established. 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 the rights of the grantees of the servitudes and easements herein established.

5.3.14 Setbacks from Front. The Setbacks for each Lot from the front boundary line thereof shall be thirty (30) feet, provided, however, that on Lots 174, 175, 180, 181, 186 and 187, the Setback from the front boundary line shall be twenty-five (25) feet.

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

5.3.16 Setbacks from Side. The Setback for each Lot from the side boundary line shall be seven and one-half (7-1/2) feet.

5.3.17 Sidewalks. Each Owner, prior to the completion of construction of a Dwelling on his Lot, shall be responsible for constructing a sidewalk adjacent to the Street. Further, regardless of whether an Owner (other than Woodlands) has constructed a Dwelling on his Lot, each Owner other than Woodlands shall within two (2) years from the date of recordation of these Fernewood VII Restrictions with the Clerk of Court either construct the required sidewalks or, if allowed, provide the City of Lafayette (or other governmental body having jurisdiction thereof, if not the City of Lafayette) with a letter of credit in form and substance meeting the regulations of that body, to reimburse to such body the cost of construction of such sidewalks in the event such body elects to build them. 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 and 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.

5.3.18 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 Fernewood VII 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, but subject to reasonable exercise. 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 VII Restrictions, shall constitute a written

variance per se as to the specific matter or matters not in compliance, unless otherwise 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, shareholders, directors, officers, 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 an administrative 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 VII 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 shareholders, directors, officers, 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 Fernewood Subdivision, Phase I in the Act of Dedication, etc. for that phase recorded under File Number 90-017614 of the records of the Clerk of Court, as amended and corrected through the date of this act (but not as may be subsequently amended or corrected), and all terms and provisions of Sections 6.1 through 6.18 of Article 6 of the said Act of Dedication, etc. 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

7.1 Generally. All powers, rights, authority and duties specified in this act for the Aesthetic Control Committee are hereby formally vested in the Aesthetic Control Committee. All provisions of Section 7.1 of Article 7 of the Act of Dedication, etc. of Fernewood Subdivision, Phase I regarding the establishment of the committee, the identity of its members and their terms of office, and the filling of vacancies on the committee shall apply with full force and effect to this act.

7.2 Powers of the Committee. The Aesthetic Control Committee shall have the power to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval, variance or the like, contemplated to be done by the committee in this act, including without limitation, the power to review, approve and disapprove the plans and specifications required to be submitted pursuant to Section 5.1.

7.3 Authority for Action. The affirmative, written approval of any two (2) of the three (3) members of the Aesthetic Control Committee shall be required in order for the committee to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval, variance or the like pursuant to the authority contained in this act. The decisions of the Aesthetic Control Committee shall be final, but may be modified by the committee itself in a subsequent action.

7.4 Review of Plans and Specifications. The Aesthetic Control Committee may require more than one (1) but not more than three (3) complete sets of the plans and specifications required to be submitted pursuant to Section 5.1. Approvals shall be valid only if in writing signed by the requisite number of members. Approvals or disapprovals may be noted directly on the face of any plans or specifications or in a separate writing. The committee shall have the absolute right to require, as a condition to any approval of any plans and specifications, that the Owner and/or any other applicant for approval of plans and specifications expressly release and discharge and agree to indemnify and hold harmless the committee, the Board of Directors, Woodlands, their partners, members, representatives, agents and employees, and the Association, in writing signed by the Owner and/or applicant, from any liability, damages, suits, claims or causes of action, direct or indirect, arising out of or in any way connected with any Work performed pursuant to any plans and specifications approved by the committee, or arising out of any observation, inspection or review of any such Work by the committee or its members. The Aesthetic Control Committee may charge and collect a fee of \$100.00 for the examination of any plans and specifications for approval pursuant to the provisions of this act.

7.5 Delay for Action. In the event the Aesthetic Control Committee fails to either approve (including without limitation an approval conditioned upon the release, discharge and indemnity set forth above) or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of Section 5.1 within forty-five (45) days after such plans and specifications (and all other materials and information reasonably required by the Aesthetic Control Committee) have been submitted to it in writing, then approval will not be required and Section 5.1 of this act will be deemed to have been fully complied with, provided, however, that in such event the plans and specifications and any Work done in accordance therewith must nevertheless fully and completely comply with all other provisions of this act.

7.6 Retention of Plans and Specifications. Upon approval of the Aesthetic Control Committee, the approved plans and specifications, and the committee's written approval of same, shall be returned to the applicant submitting same, provided, however, that the committee may retain one (1) complete copy of the plans and specifications if more than one such copy was requested by the committee. It shall be the sole responsibility of the applicant to retain the plans and specifications returned to him, and any written approval of same, and to produce same, in the event of future disputes or disagreements as they relate to said plans and specifications or any Work done pursuant thereto or Improvements constructed in accordance therewith.

7.7 Commencement of Work. Approvals of plans and specifications shall be valid for a period of six (6) months following the date of approval (whether by affirmative action or by forbearance from action) by the committee, and Work to be done in accordance with plans and specifications shall be commenced within that period and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the committee shall deem appropriate. No deviations from plans and specifications approved by the Aesthetic Control Committee shall be made without the prior written consent of the committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the committee to disapprove plans and specifications submitted for use in another instance or under other circumstances.

7.8 Certificate of Compliance. Upon the completion of any Work done in accordance with plans and specifications approved by the Aesthetic Control Committee in accordance with the provisions of this Article, the Owner upon whose Lot the Work was done may request from the Aesthetic Control Committee a certificate of compliance which, upon issuance by the Aesthetic Control Committee, and subject to the limitations of Section 5.5, shall be prima facie evidence that such Work has been approved by the committee and performed in full compliance with the provisions of this Article and with such other provisions and requirements of this act as may be applicable.

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 Fernwood VII 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 Fernwood VII 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, at any time during the term hereof or any

extension thereof, been recorded with the Clerk of Court, agreeing to change or modify the Fernewood VII Restrictions in whole or in part.

Except for the dedications, donations and conveyances set forth in Section 2.3 above and the provisions establishing utility servitudes set forth in Section 2.4 above, and except for the provisions of Article 6 (regarding membership in the Association and related matters), the terms and provisions of this act and any of the Fernewood IX 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 servitudes established in this act may only be modified, corrected or amended by an act signed by the Owners of that portion of the Property subject to the servitude or portion thereof to be modified, corrected or amended and by the grantee or grantees of the servitude in question. The dedications, donations and conveyances set forth in Section 2.3 may only be modified, corrected or amended by an act signed by the City of Lafayette, Louisiana, its successors and assigns and Woodlands, its successors and assigns.

The provisions of Article 6 of this act may only be amended, modified, corrected or terminated by an act signed by the then Owner or Owners of not fewer than eight-five (85%) percent of the Lots in the Subdivision, duly recorded with the Clerk of Court, and any such amendment, correction, modification or termination shall not in any manner affect, limit or impinge upon the ability and right of the Association to make assessments and receive payments thereof needed for the maintenance and operation of any Association Property owned by the Association at that time and for any services furnished in connection therewith, and the Association shall retain the full right and power to make and enforce such assessments for such purposes.

8.3 No Abandonment or Waiver; Prescription. No restriction, limitation, obligation, guideline or covenant contained within the Fernewood VII 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, Prior Phases 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, restrictions and obligations 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, and the invalidated provision shall be deemed amended to the minimum extent necessary to bring same into compliance with law, consistent with the original intent of the affected provision.

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

Lauri Dupuis
LAURI DUPUIS

By:

Reed G. Andrus
Reed G. Andrus, Secretary

Gerald W. Thibodeaux
GERALD W. THIBODEAUX

Mark C. Andrus
NOTARY PUBLIC
MARK C. ANDRUS