

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND SERVITUDES**

**FOR**

**TECHE RIDGE**

**PREPARED BY:**

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**THIS DECLARATION PLACES RESTRICTIONS ON THE PROPERTY DESCRIBED HEREIN  
AND MAY BE AMENDED BY DECLARANT AT ANY TIME IN DECLARANT'S SOLE AND  
ABSOLUTE DISCRETION**

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WITHOUT LIMITING ANYTHING CONTAINED HEREIN, ALL OWNERS AND OCCUPANTS OF LOTS ARE GIVEN NOTICE THAT USE OF THEIR LOTS AS DEFINED HEREIN IS LIMITED BY THE RULES AND REGULATIONS AS THEY MAY BE CHANGED IN ACCORDANCE WITH THIS DECLARATION. EACH OWNER, BY ACCEPTANCE OF AN ACT OF SALE OR OTHER TRANSFER ACKNOWLEDGES AND AGREES THAT THE USE AND ENJOYMENT AND MARKETABILITY OF HIS OR HER PROPERTY CAN BE AFFECTED BY THE PROVISIONS OF THIS DECLARATION AND THAT THIS DECLARATION AND THE RULES AND REGULATIONS MAY CHANGE FROM TIME TO TIME.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND SERVITUDES  
FOR  
TECHE RIDGE**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this 27th day of January, 2015 ("Effective Date"), by **Southern Mutual Help Association, Inc.**, a Louisiana non-profit corporation (TIN: XX-XXX6092) and **Teche Ridge, L.L.C.**, a Louisiana limited liability company (TIN: XX-XXX0773) (collectively referred to herein as the "**Declarant**"), whose mailing address is declared to be 3602 Old Jeanerette Rd., New Iberia, Louisiana 70563.

**PART ONE: INTRODUCTION TO THE COMMUNITY**

*The purpose of this Declaration is to provide a system of government which is compatible with the operation and purposes of a traditional neighborhood development, including a flexible system of standards and procedures for the development, administration, maintenance and preservation of Teche Ridge as a traditional neighborhood development.*

**ARTICLE 1  
DEFINITIONS**

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth in **Appendix A** attached hereto and made a part hereof. Additional terms which apply only to one article are defined the first time they appear herein. Any capitalized terms not defined herein shall have the meanings given to those terms in the Architectural Standards, such definitions being incorporated herein by this reference and made a part hereof.

**ARTICLE 2  
PRINCIPLES OF TECHE RIDGE**

**Section 2.1 Fundamentals of New Urbanism.** The method in which local ordinances are actualized affects every aspect of our daily lives and, therefore, our human behavior. Declarant believes that our environment not only affects the visual aspects of our lives, but allows the patterns and types of choices we make as a result. This direct interdependence to the access of our daily, individual "life essentials" is worthy of monumental consideration. The complexity of healthy town planning requires a thorough and diverse approach to properly address the process of problem identification and appropriate solution orientation.

**Section 2.2 Design Principles.** The best examples of developments that offer a sense of security, human relevance and comfort to the resident are found in older towns, more specifically, small southern towns. The way these small towns developed more than one hundred years ago were a matter of what made sense, and what best



accommodated the daily life of the individual. These towns were not concerned with the demands of the automobile but with the simple needs of the person. Public gathering places, front porches and tree-lined sidewalks emerged not from zoning ordinances but from obvious needs to be fulfilled. There were no case studies or paradigms to guide our fore-fathers in the planning of their communities; they used common sense. They sought to find direct solutions to address the daily life functions of the people as well as to find relief from the conditions of the region. They then constructed these structures in such a fashion to remain timelessly pleasing to the eye. Teche Ridge is a Master Planned Community of Traditional Neighborhood Design ("TND") standards, created in the spirit of the great small towns and villages that grew up along the rivers, bayous, and coasts of Louisiana. Teche Ridge, in its plan, provides its residents and visitors with the physical essentials of daily life - recreation, shopping, professional services and entertainment - all within a short, comfortable walk from every home in the community. Teche Ridge follows the principles of "Smart Growth." It is a mixed use, pedestrian friendly design which contains a variety of housing options, along with commercial and civic or community buildings and common areas such as parks. The variety of housing and business options is intended to provide for all ages, incomes and family sizes, including young professionals, singles, couples, single parent families, starter families, as well as middle-aged and "empty nester" households. Rules and Regulations govern the administration of Teche Ridge, the maintenance of the common physical environment and events. The standards promote the peaceful coexistence of Teche Ridge residents by a common understanding of responsibilities.

### **Section 2.3 Master Plan.**

a. **General.** The Master Plan and Architectural Standards for Teche Ridge ("**Master Plan**") seeks to define the community by means of strategies, drawings, and covenants. The Master Plan is the framework from which all growth shall be defined and nurtured. The purpose of the Master Plan is to ensure that the original intent of the community is maintained throughout its construction, thereby stabilizing the historical integrity and functional continuity of the community. The Architectural Standards are contained within the Master Plan and provide details for the types and styles of architecture permitted within Teche Ridge. Owners should review the Master Plan, including the Architectural Standards and familiarize themselves with the vision for development contained within its drawings and descriptions.

b. **Drawings.** The drawings contained in the Master Plan illustrate the standardized governing architectural styles and scale for the different types of structures permitted in Teche Ridge. Generous variations on these styles will be allowed but only upon review by an architectural Design Review Board, as described in this Declaration. The intent is not to create "cookie cutter" housing by any means, but rather to reflect a regional and historical benchmark for Owners to follow. Street Sections and utility requirements are also addressed in the drawings. Street Sections refer to the spatial relationships of the Buildings to the sidewalks, the trees to the Streets and Common Roads, and ultimately to the pedestrians. Waivers and variances on the typical local Setbacks are adopted to further enhance the character of the community by allowing a smaller scale of development designed with the pedestrian in mind.

c. **Public Places.** Plazas, public Buildings and Parks are an integral part of the Master Plan. Some plazas will serve as additional parking while other Squares will remain strictly pedestrian. The public Buildings and gathering halls will service social, cultural and religious activities or can be reserved by individuals for private use by the residents of Teche Ridge and the surrounding community. Parks and linear green space will be woven within the development lending themselves to diversity and security.

d. **Neighborhood Planning.** Teche Ridge is designed to obtain an overall sense of community and connectedness between residents and the development as a whole. Each Neighborhood within Teche Ridge incorporates a mix of uses and residential housing options, while sharing common characteristics with the other Neighborhoods. Teche Ridge is broadly divided into "Village Center" and "Village

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General” and “Village Edge” areas. Within each of these areas, further zones are classified and defined to create each Neighborhood, resulting in more densely developed neighborhoods in certain areas, and a less dense, more rural neighborhoods in other areas. For example, within the Village General zone, there may exist three subcategories of Lots: the VGI, which contains more dense Lots closest to the Village Center, the VGII, which contains less dense Lots further away from the Village Center, and the VGIII, which contains the least dense, furthest Village General Lots from the Village Center. Each Neighborhood is connected with the others through a network of carefully articulated vehicular and pedestrian thoroughfares. Village Center. The Village Center is the densest area in Teche Ridge. It is the focus of Teche Ridge’s civic buildings and social activity, incorporating retail, and office space, and denser residential units. Streets are wider with formal on-street parking. Buildings and Improvements are built at or near the Street, reinforcing the public character of the Village Center. Village General. The Village General area focuses principally on residential uses with a minimum of other potential uses. This area is the largest district within Teche Ridge. Streets are narrower than those found in the Village Center.

(3) **Village Edge.** The Village Edge is the least dense area of Teche Ridge and is exclusively residential. This area seeks to retain a rural character, with deeper setbacks along the edges of each Lot, creating a wide edge of landscaped green space along the Streets, which may be narrower than those found in the Village General.

## **Section 2.4 Purpose and Intent.**

a. **Intent.** It is the intent of the Declarant that the design and development of Teche Ridge encourage a mix of residential, commercial, and civic uses found in a Traditional Neighborhood Development (“TND”).

b. **Conventions.** It is Declarant’s intent and expectation that Teche Ridge, like all TNDs, shares the following conventions:

(1) Multiple Neighborhoods will be developed within the TND according to this Declaration sharing common characteristics but creating unique environments.

(2) Each Neighborhood within the TND will be physically understood and limited in scale.

(3) Residences, shops, workplaces and civic Buildings will be located in the Neighborhoods all in close proximity to one another.

(4) A hierarchy of Streets will serve the needs of pedestrians, bicycles, and automobiles equitably.

(5) Squares, Parks and green space will provide places for organized social activity as well as informal recreation.

(6) Civic Buildings and Squares will reinforce the elements of the Neighborhood, adding to the community identity and providing places of purposeful assembly for social, cultural, civic and religious activities.

c. **Social Objectives.** The Declarant’s intent and expectation is that the TND developed on any portion of the Declarant’s Property will promote the following objectives:

(1) Bring within walking distance most of the activities of daily living, including dwelling, shopping and working;

(2) Reduce and/or minimize the number and length of automotive trips, traffic congestion and road construction;



(3) Make public transit a viable alternative to the automobile through organization of appropriate building densities;

(4) Provide a means for residents to come to know each other and to watch over their collective security by providing defined public spaces such as streets and squares;

(5) Provide a full range of housing types and work places, integrating age and economic class and forming the bonds of an authentic community;

(6) Provide suitable civic buildings, encouraging democratic initiatives and balancing the evolution of the community.

d. **Purposes.** Declarant establishes this Declaration for this new community for the following purposes:

(1) To promote enjoyment of the natural resources of the Declarant's Property and to protect and enhance its beauty;

(2) To encourage a harmonious architecture;

(3) To plan for the possibility of both commercial and residential uses but without the customary divisions between them that require dependence on the automobile;

(4) To allow for eventual self-governing of the community by its Owners; and

(5) To provide a guide for development that will preserve certain values while allowing change when appropriate.

#### **Declaration:**

In furtherance of the aforesaid recitals, Declarant declares that, subject to the provisions of this Declaration, it does by these presents hereby create and establish certain servitudes, building restrictions, restrictive covenants, and charges upon the property known as Teche Ridge, and obligations of ownership, for its benefit and the benefit of its vendees, successors and assigns, which servitudes, building restrictions, restrictive covenants, charges upon, and obligations of ownership shall be covenants running with the land and which shall apply against and affect all of the property defined below as Teche Ridge:

**This Declaration does not and is not intended to create a condominium within the meaning of the Louisiana Condominium Act, La. R.S. 9:1121.101 et. seq., as amended.**

### **ARTICLE 3**

#### **CREATION OF TRADITIONAL NEIGHBORHOOD DEVELOPMENT**

**Section 3.1 Property Subject to Declaration.** Teche Ridge, L.L.C. owns certain immovable property located in Section 22, Township 12 South, Range 7 East, Iberia Parish, Louisiana, which includes a portion of the property acquired by Declarant pursuant to the instrument[s] recorded as Instrument Number 2013-00006229, official records of Iberia Parish, Louisiana (hereinafter referred to as the "**Property**"). The Property is more fully described on **Exhibits "A"** attached hereto and by this reference made a part hereof. The Property is shown and described on that map entitled "Final Plan of Land Showing a Traditional Neighborhood Development Being Teche Ridge Development, Phase 1A Being a Portion of Property of Teche Ridge, L.L.C. Situated in Section 22, T12S-R7E Iberia Parish, Louisiana", prepared by Matthew John Fore, Civil Engineer & Land Surveyor, Miller Engineers & Associates, Inc., dated November 25, 2014, and recorded December 23, 2014 as Instrument 2014-00012048 at Book 1572, page 930 ("**Initial Plat**"). A copy of the Initial Plat is attached hereto as **Exhibit "B"** and by this reference made a part hereof. Declarant intends by the recording of this

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Declaration to create a general plan of development for the Property as a traditional neighborhood development known as "**Teche Ridge**". This Declaration provides a flexible and reasonable procedure for the future expansion of Teche Ridge to include additional real property as the Declarant deems appropriate and provides for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising Teche Ridge.

### **Section 3.2      Annexation of Additional Property.**

a.     **Declarant.** Declarant shall have the right, but not the obligation, for a period of thirty (30) years from the Effective Date, from time to time in its sole discretion, to declare that any additional portions of the Declarant's property, or any additional annexable property, is annexed to, and included and otherwise incorporated within, Teche Ridge. With the approval of the applicable Board, Declarant shall also have the right, but not the obligation, for a period of thirty (30) years from the Effective Date, from time to time in its sole discretion, to declare that property which is not part of the Declarant's property and is not additional annexable property, but which Declarant believes to have a reasonable relationship with Teche Ridge, is annexed to, and included and otherwise incorporated within, Teche Ridge. Declarant, for so long as Declarant owns any portion of the Property, may transfer or assign this right to annex property, provided that the transferee or assignee is the owner of at least a portion of the real property described in **Exhibit "A"** and such transfer is memorialized in a written, recorded instrument executed by Declarant. The Associations will accept by donation any new property the Declarant wishes to transfer to such Association upon (1) final subdivision approval by the Iberia Parish Government and (2) upon final inspection by a licensed Civil Engineer certifying that any improvements constructed on such property have been installed and constructed in an acceptable fashion and in compliance with the specifications and construction plans for that phase of development.

b.     **Members.** An Association may subject any real property to the provisions of this Declaration with the consent of the owner of such real property, the majority vote of the Class "A" Members, and the consent of the Class "B" Member so long as the Class "B" Member owns any portion of the Property or any real property which may become subject to this Declaration. After termination of the Class "B" membership, additional immovable property may also be annexed to, and included and otherwise incorporated within, Teche Ridge by a majority vote of the Class "A" Members and the consent of the owner of such additional immovable property.

### **Section 3.3      Supplemental Declaration.**

a.     **For Additional Property.** A Supplemental Declaration annexing to, and including and otherwise incorporating within, Teche Ridge, additional immovable property shall become effective upon being recorded in the conveyance records of Iberia Parish, Louisiana. Such Supplemental Declaration shall describe the property to be annexed and specifically subject it to the terms of this Declaration. No such Supplemental Declaration shall deny use of existing Common Area to those Owners who had such right prior to the recording of the Supplemental Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association filing such Supplemental Declaration, and by the owner of the annexed property, and by Declarant, if Declarant's consent is required. The Reservations contained in this Declaration shall not extend to any additional property except to the extent expressly declared in a Supplemental Declaration.

b.     **Creating New or Different Reservations.** A Supplemental Declaration may contain additional or different reservations from what is set forth in this Declaration and the Architectural Standards applicable to certain property may be different from the Architectural Standards applicable to the Property. To the extent that such additional reservations are more comprehensive or restrictive than the covenants and restrictions contained in this Declaration, such additional covenants and restrictions shall control.



Declarant may subject any portion of the property submitted to this Declaration to additional covenants and servitudes, including covenants obligating an Association to maintain and insure such property and authorizing such Association to recover its costs through Assessments. Such additional covenants and servitudes shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, if applicable, and shall require the written consent of the owner(s) of such property, if other than Declarant. Any such Supplemental Declaration may supplement or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property. Such additional covenants and servitudes shall be included within the term "Reservations".

**Section 3.4 Withdrawal of Property.** At any time on or before the date when Declarant sells the final Lot in Teche Ridge to an Owner, the Declarant shall have the absolute and unconditional right to withdraw property from Teche Ridge without the consent of any other Owner or Person (other than the Owner of such property, if other than the Declarant), except as otherwise expressly provided for herein. The withdrawal of all or any portion of the Property from Teche Ridge shall be effected by the Declarant recording a written instrument setting forth the legal description of the property being withdrawn. Upon the withdrawal of any property from Teche Ridge pursuant to this Section, such property shall no longer be subject to any of the Reservations set forth in this Declaration. If the property withdrawn is Common Area, the applicable Association shall consent to such withdrawal, as provided in its Bylaws, to effect such a withdrawal.

**Section 3.5 Binding Effect.**

a. All of the Property described on Exhibit "A", and any additional property which is made a part of Teche Ridge in the future by the filing of one or more Supplemental Declarations in the official records of Iberia Parish, Louisiana shall be held, owned, leased, occupied, conveyed and used subject to all of the provisions of this Declaration, including without limitation all reservations, servitudes, restrictions, covenants, charges, liens, privileges and conditions contained herein (individually and collectively, the "**Reservations**"), which Reservations shall run with the Property and the title to such Property and which shall inure to the benefit of all Owners. This Declaration and the Reservations shall be binding upon all Persons having any right, title, or interest in any portion of the Property, including without limitation their respective heirs, successors, successors-in-titles, and assigns, as well as the occupants of any Lot and their lessees, guests and invitees.

b. This Declaration and the Reservations contained herein, shall be enforceable by Declarant, the Associations, any Owner, and their respective successors and assigns, and unless terminated as provided in Section 21.10, shall have perpetual duration. If Louisiana law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration and the Reservations shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each, unless terminated as provided below.

c. Unless otherwise required by Louisiana law, this Declaration may not be terminated except by an instrument signed by Owners of at least ninety (90%) percent of the total number of Lots within the Property and by Declarant, if Declarant owns any portion of the Property, with such additional approval as may be required pursuant to Section 21.10. Any such instrument shall set forth the intent to terminate this Declaration and shall be recorded in the official records of Iberia Parish, Louisiana. Nothing in this Section shall be construed to permit the termination of any servitude created in this Declaration without the consent of the holder of such servitude.

**Section 3.6 Governing Documents.** This Declaration, each Supplemental Declaration, each of the Articles of Incorporation, each of the Bylaws, the Master Plan, the Architectural Standards, the Rules and Regulations of the Associations, and the other documents referenced in this Declaration (individually and collectively, the



"**Governing Documents**") create a general plan of development for Teche Ridge which may be supplemented by additional covenants, restrictions, and servitudes applicable to particular areas within Teche Ridge. In the event of a conflict between or among the Governing Documents, the Master Plan shall control as to the design, style and restrictions related to construction of Improvements and this Declaration shall control as to the Reservations and restrictions related to all other matters. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing more restrictive provisions than this Declaration. All provisions of the Governing Documents shall apply to all Owners, tenants, occupants, guests and invitees of any Lot. Each Owner shall insert a provision in any lease of its Lot informing the lessee and all occupants of the Lot of the Governing Documents, all Rules and Regulations affecting the Lot, the Common Area and Exclusive Common Area; however, failure to include such a provision in the lease shall not relieve any Person of responsibility for complying with the Governing Documents and all Rules and Regulations affecting such Lot.

**Section 3.7 Disclaimer of Representations.** The Declarant makes no representations of warranties whatsoever that: (a) Teche Ridge will be completed in accordance with the plans for Teche Ridge as they exist on the Effective Date; (b) any property subject to this Declaration will be committed to or developed for a particular use or for any use; (c) any property not now subject to this Declaration will be subjected to the provisions hereof; or (d) the use of any property subject to this Declaration will not be changed in the future. Nothing contained in this Declaration and nothing which may be represented to a purchaser by real estate brokers or salespersons representing the Declarant or any Builder shall be deemed to create any covenants or restrictions, implied or express, with respect to the use of any property subject to this Declaration.

**Section 3.8 Guardhouses; Restriction on Liability of the Association and the Declarant.** Guardhouses may be constructed within or adjacent to Teche Ridge in order to limit access and to provide more privacy for the Owners; subject, however, to the provisions of applicable laws and to the rules and regulations of the City/Parish Government regarding public streets, if any, and utilities. Each Owner and their families, guests and invitees, acknowledge that any such guardhouse may restrict or delay entry into, or access within, Teche Ridge by police, fire department, ambulances and other emergency vehicles or personnel. Each Owner and their families, guests and invitees agree to assume the risk that any such guardhouse will restrict or delay entry into, or access within, Teche Ridge by police, fire department, ambulances or other emergency vehicles or personnel. Neither the Declarant, the Associations nor any director, officer, agent or employee of the Declarant or the Associations shall be liable to any Owner or their families, guests or invitees for any claims or damages resulting, directly or indirectly, from the construction, existence, operation or maintenance of any such guardhouse. In addition, if any guardhouses are constructed within Teche Ridge, the Declarant makes no representations or warranties that a guard service will be provided or, if guard service is provided, that it will be provided during any particular hours or be continued in the future.

**Section 3.9 Amendment.** This Article shall not be amended without the prior written consent of Declarant so long as Declarant owns any portion of the Property.

#### **ARTICLE 4** **RIGHTS OF DECLARANT**

**Section 4.1 General.** The development rights contained in this Article 4 (together with all rights reserved to the Declarant contained in the Governing Documents, collectively the "**Development Rights**") are hereby reserved to the Declarant to the maximum extent permitted by law, which may be exercised where applicable anywhere within Teche Ridge.



**Section 4.2 Right to Transfer or Assign Declarant Rights .** Any or all of the Development Rights may be transferred in whole or in part to other Persons, provided that the transfer shall not reduce any obligation nor enlarge a right beyond that of Declarant under this Declaration. No such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Iberia Parish, Louisiana. The foregoing shall not preclude Declarant from permitting other Persons to exercise, on a one (1) time or limited basis, any Development Right where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

**Section 4.3 Right to Sell.** The Declarant may choose to sell or convey portions of the Property to other entities at the Declarant's choosing for purposes of the Declarant's choosing.

**Section 4.4 Termination of Responsibility of Declarant.** In the event Declarant shall convey all of its right, title and interest in and to the Property to any successor person or entity, then and only in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such successor Persons or entity shall be obligated to perform all such duties and obligations of the Declarant.

**Section 4.5 Right to Use Common Area.** Declarant and its designees may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and its designees shall have servitudes for access to and use of such facilities. Declarant and its designees, during the course of construction on the Property adjacent to any Common Area, may use such Common Area for temporary storage and for facilitating construction on adjacent property. Upon cessation of such use, the user of such Common Area shall restore it to its condition prior to such use. If Declarant's use under this Section results in additional costs to an Association, Declarant shall not be obligated to pay any use fees, rent or similar charges for its use of Common Area pursuant to this Section. Declarant and its employees, agents and designees shall also have a right and servitude over and upon all of the Common Area for the purpose of making, constructing and installing such Improvements to the Common Area as it deems appropriate in its sole discretion.

**Section 4.6 Right to Permit Governmental, Educational and Religious Activities.** So long as Declarant owns any portion of the Property, it may designate sites within the Property for government, education or religious activities and interests, including, but not limited to, fire, police, utility facilities, schools or education facilities, houses of worship, Parks, recreation and other public facilities. The sites may include Common Areas and in such case, the respective Association shall dedicate and convey such sites as directed by Declarant and no membership approval shall be required.

**Section 4.7 Right to Approve Additional Covenants .** No Person shall record any declaration of covenants, conditions and restrictions, Supplemental Declaration, or declaration of condominium or similar instruments affecting any portion of the Property without Declarant's review and written consent so long as Declarant owns any portion of the Property. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by Declarant and recorded in the official records of Iberia Parish, Louisiana.

**Section 4.8 Right to Approve Changes in Community Standards.** Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any Rules and Regulations or Design Documents shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns any portion of the Property.



**Section 4.9 Exclusive Right to Use the Name of the Development .** The name "Teche Ridge" or "Teche Ridge Village Center" or other name of the Property is a trade name owned by the Declarant. No Person shall use such terms or any derivative in any printed or promotional material without Declarant's prior written consent. Ownership of this trade name will transfer to the Association(s) automatically when the Declarant voluntarily cedes all authority in the Teche Ridge Associations to the residents and business owners. Business owners and residents are granted the right to use the name in advertising their location, describe their business as being located in Teche Ridge and may name their business name or organization using the Teche Ridge name so long as permission is granted in writing by the Declarant to that owner. Use of the name in a business name is not transferrable without the express written consent of the owner.

**Section 4.10 Limitations on Special Declarant Rights.** Unless terminated earlier by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Lots within the Property, or for thirty (30) years after recording of the Declaration, whichever is sooner. Earlier termination of certain rights may occur when required by the appropriate Governmental Authority.

**Section 4.11 Declarant Personal Property.** The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Property that has not been donated or otherwise transferred to an Association. The Declarant reserves the right to remove from the Property, within one (1) year after the sale of the last Lot owned by Declarant, any and all goods and movable property used in development, marketing and construction, whether or not they have become fixtures, provided that Declarant shall mitigate any damage to property in its removal of such fixtures.

**Section 4.12 Phasing of Development Rights.** No assurances are made by the Declarant as to which portions of the Property the Declarant will exercise its Development Rights or the order in which the Property will be developed. The exercise of Development Rights as to some portions of the Property will not obligate the Declarant to exercise them as to other portions. Specifically, any part of the Property or any additional land may be declared as Lots or Common Area without declaring the remaining parts as Lots or Common Area. Without obligation to any future Owner or successor Declarant, the Declarant states that it presently expects to create a series of individual Neighborhoods and/or Villages for various groups of Lots and Building types as the development of Teche Ridge progresses. The Declarant has a reserved Development Right to add project phases and additional lands to Teche Ridge as the project matures. This right applies to any portion of land in any order or sequence without time constraint upon the Declarant. The boundaries of those phases, content, location and sequence may be determined by the Declarant without constraint of any type.

**Section 4.13 Leasing by Declarant.** So long as sales are in process in Teche Ridge, the Declarant has the exclusive right to maintain a sales center, office, establishment within Teche Ridge. This right may be assigned by the Declarant to an agent of the Declarant's choosing. The Declarant may also enter into short term leases on a day to day basis as a part of providing temporary occupancy to purchasers prior to closing.

**Section 4.14 Right to Market and Sell.** The Declarant retains the right to undertake any and all actions and events deemed necessary and appropriate to conduct its sales, leasing and management operations within Teche Ridge. This right includes operating sales centers, sales events, model homes, home tours and signage exclusive to the Declarant for this purpose.



**Section 4.15 Models.** Declarant may utilize a Lot as a sales office for homes being constructed within the Property. Any provision of this Declaration which prohibits non-residential use of Lots and regulates parking of vehicles shall not prohibit the construction and maintenance of model homes or other model Lots of any kind (including, without limitation, any used in whole or in part as sales offices) (collectively, "Models") by Declarant, or parking incidental to the visiting of such Models, so long as the construction, operation and maintenance of such Models and parking otherwise comply with all of the provisions of this Declaration. The Declarant may also permit Lots and other areas to be used for parking in connection with the showing of Models, and may allow Builders to operate sales offices or to construct Models on certain designated Lots. Any homes or other structures constructed as Models shall cease to be used as Models at any time the owner thereof is not actively engaged in the construction and sale of Lots within the Property, and no home or other structure shall be used as a Model for the sale of homes or other structures not located within the Property.

**Section 4.16 Amendment and Termination of Rights.** This Article may not be amended without the written consent of Declarant so long as Declarant has any rights hereunder. The rights contained in this Article shall terminate upon the earlier of (a) seventy-five (75) years from the date this Declaration is recorded in the public records of Iberia Parish, Louisiana, or (b) upon recording by Declarant of a written statement that all sales activity has ceased in the public records of Iberia Parish, Louisiana.

**Section 4.17 Exclusive Right to Amend the Master Plan, Teche Ridge Architectural Standards, Teche Ridge Rules and Regulations and all Association documents.** During the Declarant's period of authority and prior to the granting of authority to the Association(s), the Declarant has the exclusive right to amend the Governing Documents.

## **PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS**

Teche Ridge imposes standards for use, conduct, maintenance and architecture within the development which give the community its "home-like" qualities. This Declaration establishes methods for the promulgation of rules and regulations that allow the community and its standards to progress as the community, technology and surrounding market change.

### **ARTICLE 5** **USE AND CONDUCT IN TECHE RIDGE**

**Section 5.1 Restrictions On Use and Conduct within Teche Ridge.** In addition to the General Building Restrictions contained in Article 6, Lots must also comply with the terms and conditions contained in this Article 5. The restrictions placed on Commercial Lots differ from the restrictions placed on Residential Lots due to the different nature and character of the activity allowed on such lots. Therefore, references to "Lots" in Section 5.5 shall mean exclusively Residential Lots and references to "Lots" in Section 5.6 shall mean exclusively Commercial Lots. Likewise, references to the "Association", the "Association Board" or the "Association Members" in such sections shall each refer to the Homeowners' Association and its Board and Members in Section 5.5 and the Business Association and its Board and Members in Section 5.6.

**Section 5.2 Rules and Regulations of the Associations.** As more specifically set out in the Rules and Regulations, the Boards of Directors may from time to time adopt rules or amend previously adopted Rules and Regulations governing and regulating (a) the operation, use, maintenance, condition, attractiveness, and control of, as well as conduct on and within, their Lots, Common Area and any facilities or services made available to the Owners, and (b) any other matters as to which this Declaration authorizes the adoption of Rules and Regulations by the Boards. This right shall include without limitation the right to approve rental agents and other professionals who



do business within Teche Ridge. The Rules and Regulations of the Associations shall take effect immediately upon approval by their Boards, or at a later date selected by the Boards. If requested by at least ten (10%) percent of the Members, a Community Meeting may be called and any rule or regulation adopted by the applicable Board may be repealed by majority vote of the Members. A copy of the Rules and Regulations of the Associations shall be kept in the registered office of the respective Association and available for review during its normal business hours on each Monday through Friday, except for holidays. Upon acquisition of a Lot, each Owner does agree and acknowledge that said Owner has received a copy of the Rules and Regulations of its Association as of the date of acquisition of the Lot. As additions, deletions or modifications are adopted with respect to the Rules and Regulations adopted pursuant to this Section, copies of such additions, deletions or modifications shall be mailed to each Member at the last known address for said member as shown in the records of its Association, as determined in Section 10.5. Additional copies of the Rules and Regulations shall be provided to any Member upon payment by said Member for the cost of reproducing same which is hereby set at \$0.50 per page.

**Section 5.3 Special Use Parcels.** Certain Lots may be designated as "Special Use Parcels" by Declarant. The Architectural Standards may describe special restrictive covenants and building restrictions for Special Use Parcels which may be designated for commercial, residential, civic, educational, or such other use determined by Declarant to be beneficial to the Property or determined to enrich the quality of life within Teche Ridge. Declarant shall designate whether, for the purposes of this Article 5, a Special Use Parcel is subject to the restrictions applicable to Residential or Commercial Lots.

**Section 5.4 General Restrictions Applicable to All Lots.**

a. **Animals.** Except for a veterinary office, pet store or pet grooming and boarding facility located on a Commercial Lot(s), the maintenance, keeping, boarding and/or raising of animals (including without limitation thereto all dogs, cats, livestock, birds, poultry, snakes and reptiles) of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Improvement constructed on a Lot, except as permitted in Section 5.5.

b. **Antennas.** No exterior radio, satellite, or communications antennas, aerials, dishes, or other apparatus for the transmission or reception of communication signals of any kind shall be permitted on any Lot except with the prior written approval of the Design Review Board ("Permitted Antennas"). Permitted Antennas shall be permitted only in rear yards or mounted on the rear of Improvements that have been constructed in accordance with this Declaration; provided, however, that notwithstanding the foregoing, and as a general principle, all Permitted Antennas and related equipment and wiring shall be located so as to minimize their visibility from any street (not including any alley) adjacent to the front or side of any Lot even if such location adversely affects such Permitted Antenna's ability to receive signals. If any portion of this subparagraph c. is deemed invalid under applicable law, the balance of the provisions of this subparagraph shall be applied and construed so as to effectuate, to the maximum extent possible, the intent expressed above in this subparagraph c. regarding locating Permitted Antennas in the least visible location on any Lot.

c. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, or any Improvement(s) thereon, unless approved by the Design Review Board.

d. **Compliance with Law.** No use shall be made of, nor any actions taken on, any Lot which is any violation of any law, ordinance or regulation applicable to the geographical area within which the Lot is located or promulgated by any Governmental Authority.



e. **Construction Requirements; Landscaping Requirements.** No Improvements shall be constructed nor any landscaping or other Work performed on any Lot, except in strict compliance with this Declaration, the Architectural Standards and the Landscape Standards, and except for matters as to which a written variance has been granted by the Design Review Board. Where construction trailers are permitted, the trailer must be attractively landscaped. During construction, no draining of pools on adjacent property or into washes or open spaces is permitted.

f. **Diseases and Insects.** No person shall permit anything or condition to exist upon any Lot or other property within Teche Ridge which shall induce, breed or harbor infectious diseases or noxious insects.**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 whatsoever, except by Declarant, or with the prior, express, written approval of the Design Review Board if such authority is delegated by Declarant. This subparagraph h. shall not be construed to prohibit the granting of any servitude and/or right-of-way to any Governmental Authority, public utility, or to an Association or Declarant. Additionally, nothing shall prohibit the recording of corrective acts or similar corrective instruments. Declarant shall have the right to record a Supplemental Declaration to modify approved subdivision plats of Teche Ridge for the purpose of making adjustments to Lot boundary lines with the consent only of those Owners whose Lot boundaries are to be changed by such Supplemental Declaration.

h. **Firearms.** Discharge of firearms shall not be permitted within Teche Ridge.

i. **Garage sales, rummage sales, or similar sales.** Garage, rummage or similar sales, or "fire sales", "lost our lease" or going out of business sales shall not be permitted on any Lot; provided, however, that Declarant may allow no more than two (2) community garage sales per calendar year in a portion of the Common Area determined by Declarant. The time, place, and method of notice to Owners of a community garage sale shall be at Declarant's sole discretion.

j. **Incinerators.** No incinerator shall be kept or maintained on any Lot.

k. **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. Notwithstanding any inference herein to the contrary, Driveways, sidewalks, walkways, mailboxes, Fences, walls, retaining walls, and gas and water meters may only be constructed and/or installed on a Lot in accordance with the requirements of the Architectural Standards and in compliance with the provisions of Article 5 and Article 6.

l. **Insurance.** Nothing shall be done or kept on any Lot or the Common Area which will increase the rate of, or resulting cancellation of, insurance for Teche Ridge or any other Lot, or the contents thereof, without the prior written consent of the applicable Association.

m. **Landscaping.** Landscaping, in accordance with the Landscape Standards, is required on any Lot on which Improvements have been constructed, except that no grass, trees, shrubs, hedges or other plants shall be planted or allowed to grow on any Lot except in compliance with the Landscape Standards and in compliance with the requirements of Article 6.

n. **Maintenance.** No Lot (whether or not any Buildings have been constructed on the Lot), and no Improvements which are located upon a Lot, shall be permitted to fall into disrepair and each such Lot, and all such Improvements, and all lawns and other landscaped areas, shall be kept neat and maintained in good condition and repair consistent with any requirements set forth in either the Architectural



Standards, the Landscape Standards or in the Rules and Regulations of the Association. Each Owner shall keep neat and maintain in good condition and repair that portion of any 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 Design Review Board as to the acceptability of such conditions shall be final; the Design Review Board may delegate, in its sole discretion, its authority under this provision.

o. **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 if such directional or horizontal drilling does not penetrate or otherwise disturb any portion of the earth within five hundred (500') feet of the surface of any Lot.

p. **Modification to Improvements.** Any modifications to existing construction, Improvements, or landscaping, or exterior additions to Lots is not permitted, except in accordance with the Design Documents and with the approval of the Design Review Board.

q. **Movable Structures and Outbuildings.** No structure of any type, Dwelling or otherwise, shall be moved on to any lot in Teche Ridge except as may be expressly approved by the Design Review Board. 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 Design Review Board, provided, however, the foregoing restriction shall not prohibit the use and 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. During art festivals, craft fairs, block parties and other special events, a Board may approve the use of tents, trailers and other temporary buildings on the applicable Common Area or elsewhere within Teche Ridge.

r. **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 tenant.

s. **Noxious Activity; Nuisance; Unlawful Activity.** No noxious odors shall issue or emanate from any Lot. No noxious activity shall be carried on or upon any Lot or within any Building situated upon the Property or at any other place within Teche Ridge, nor shall anything be done therein or thereon which may be or become unsafe or hazardous or an annoyance or nuisance to the Neighborhood within which the Lot is located or other Owners or tenant of Teche Ridge. Any nuisance or immoral, improper, offensive, hazardous or unlawful use or any other activity or condition that interferes with the reasonable enjoyment of any part of the Property or that detracts from the overall appearance of the Property is strictly prohibited. All laws, building codes, orders, rules, regulations or requirements of any Governmental Authority shall be complied with, by and at the sole expense of the Owner or the applicable Association, whichever shall have the obligation to maintain or repair the affected portion of Teche Ridge.

t. **Owner's Responsibility.** Each Owner shall keep all parts of his Lot in good order and repair and free from debris. **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 approved by the Design Review Board as reasonably necessary for connection to a Building or for access for repair or maintenance. The Rules and Regulations of the Associations and the Landscape Standards may prescribe rules relative to hoses that are authorized for normal lawn maintenance. **Signs.** All Signage is subject to the governing by the Associations and subject to the Teche Ridge Architectural Standards. The following restrictions on signs shall apply to all Lots within the Property unless otherwise stated or unless otherwise approved by the applicable Board of Directors. All signs must meet the guidelines set forth in the Architectural Standards and any guidelines adopted by such Board of Directors.

(1) Each Lot may have posted, prior to initial occupancy of the Lot, a sign setting forth the name of the architect and Builder of the Lot and, in the case of a Lot owned by Declarant or a Builder approved by Declarant, a sign indicating that the Lot is available for sale; provided, any such signs shall be removed at the time of initial occupancy. Notwithstanding any language to the contrary herein, Declarant shall be permitted to post and display advertising signs, including "for sale" signs, within Teche Ridge so long as Declarant owns any portion of the Property.

(2) Each Lot may have posted Place Name Signs (Business Name, Business Chalkboards or Tri-Pods Advertising Daily Menus or Specials, Park Names, Project Entry Signage, and Street Name Signs for example.)

(3) Banners and Decorative Flags from Street Light Yard-Arms and other locations placed by the Association for Decorative and Special Event Notice Reasons are allowed.

(4) Except as provided in subparagraph vv. (1) above, no "for sale" or "for lease" signs may be posted on a Lot without the prior consent of the Declarant or Design Review Board. An "open house" sign indicating that the Owner of the Lot is hosting such an event may be posted on the Lot for a period not to exceed three (3) continuous days.

(5) To the extent permitted by applicable law, signs containing political or similar endorsements are prohibited in Teche Ridge.

(6) To the extent permitted by applicable law, back-lit Signs, trailer signs, banners, placards and notices placed by individual members and tenants without the Association's written authorization are prohibited.

(7) One sign not exceeding 9" X 12" in size may be mounted in a window or on a stake nor more than 36" above the ground, without prior approval, to identify the Lot as being equipped with a security system and/or monitored by a security service.

(8) Declarant may post "model home" or similar signs on a Lot containing model homes open to the public prior to initial occupancy of a Lot.

(9) No other signs, except those required by law, including posters, circulars, and billboards, may be posted on any Lot so as to be visible from outside the Lot; provided, however, Declarant shall be entitled to post signs without applicable Board approval.

(10) All Teche Ridge Common Area signs (other than business signs) are the responsibility of the Association to maintain, replace and govern for installation.

w. **Soliciting.** No soliciting will be allowed at any time within Teche Ridge.



x. **Vending Machines.** No vending machines shall be kept, stored, operated or otherwise located anywhere within Teche Ridge. For the purpose of this provision "vending machines" shall include any machines of any nature that are used for the sale of food items, soft drinks, or articles of any nature by the insertion of coins or paper money into said machines, or by the use of any kind of credit or debit card. The Boards may adopt Rules and Regulations granting an exception to this provision, or may grant exceptions on a case by case basis, with respect to a vending machine that will be located inside a Dwelling and is used solely for private use, and is not used to sell food items, soft drinks, or articles of any nature to persons who do not reside in the Dwelling.

y. **Window Air Conditioning Units.** No window or wall air conditioning units shall be permitted anywhere within Teche Ridge.

z. **Tanks.** No tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot unless such tanks are buried underground. Nothing herein shall be deemed to prohibit use or storage upon any Lot of an aboveground propane or similar fuel tank with a capacity of ten (10) gallons or less used in connection with a normal residential gas barbecue, grill or fireplace or a spa or "hot tub," so long as any such tank either: (a) has a capacity of ten (10) gallons or less; and (b) is appropriately stored, used and/or screened, as approved by the Design Review Board, so as not to be visible from a neighboring Lot or other Property.

aa. **Use of Alleys During Construction.** Notwithstanding anything to the contrary herein, any and all construction-related activities and/or traffic on, to, from or for the benefit of any Alley-Loaded Lot shall only be from the front or Street side of the Lot, including but not limited to the delivery of materials and equipment. Any violation of this subparagraph shall result in the Owner of the Lot as to which the violation occurred being held personally responsible for any and all damages caused by the violation, including but not limited to the cost of repairing any damages caused thereby to the Alley.

**Section 5.5 Additional Residential Restrictions** In addition to the restrictions contained in Section 5.4, Residential Lots shall be subject to the provisions set forth in this Section 5.5.

a. **Residential Units on Mixed Use Lots.** Owners of units designated for residential use in Buildings on Mixed Use Lots (such as apartments, condominiums or lofts) shall comply, and shall demand that any tenant or occupant of such unit, comply with all restrictions contained in this Section 5.5. Owners of residential units on Mixed Use Lots shall be members of the Homeowners' Association. Nothing herein shall prohibit the Owners of residential units of Mixed Use Lots from organizing other associations to impose additional restrictions on their Lots or units; provided however, that in the case of a conflict between such restrictions and those contained herein or in the Rules and Regulations of the Homeowners' Association, either this Declaration or the Rules and Regulations of the Homeowners' Association shall govern.

b. **Permitted Uses and Activities.**

(1) **Lots.** Except as expressly permitted herein, Lots may not be used for any purpose other than single-family residential.

(2) **Leasing.** Dwellings or separate Buildings located on a Residential Lot designed for residential use, may be rented for residential use, subject to the Rules and Regulations; however, no single rooms or other fraction or portion of a Residential Lot may be leased, nor shall any Residential Lot or portion thereof be used for operation of a boarding house, "Bed and Breakfast" establishment, or similar accommodation for transient tenants. In any event, no Dwelling shall be rented to more than one (1) person; provided, however, that nothing herein shall be deemed to exclude the leasing of a Dwelling or Building by a business or entity in order to provide temporary housing for its



employees, so long as such lease is approved by the Board. All leases shall be for an initial term of no less than one (1) year, except with the prior written consent of the Board. No garage apartment shall be leased for any purpose other than residential use, except that tenant who has leased a garage apartment and who resides therein, may use the garage apartment for other uses consistent with the Declaration and these Rules and Regulations. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, applicable Bylaws, and the Rules and Regulations. There shall be no subleasing or assignment of any lease unless prior written approval is obtained from the Board or its designated representative or officer. All tenants of Owners occupying any portion of the Property within Teche Ridge agree to be bound by the terms and provisions and all Reservations contained in this Declaration.

(3) **Occupancy.** In the absence of written approval of the Board of the Homeowners' Association, occupancy of any Dwelling or Building located on a Residential Lot shall be limited to two Occupants per bed room contained in such Dwelling or Building. For purposes of this subparagraph (3), "**Occupant**" shall mean any Person who stays overnight in a Dwelling for more than thirty (30) days (whether or not consecutive) in any one (1) calendar year. This limitation shall not apply to children of any Occupant who are under the age of twenty-one (21).

(4) **Home Office.** If allowed by the applicable zoning and land use ordinances and regulations of any Governmental Authority, each Lot may have one (1) home office for the purpose of conducting "**discrete business activities**" within the Lot, provided that each of the following conditions is met:

(i) no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed on the Lot or on any Building located on the Lot which in any way advertises or provides notice or reference to the business conducted in the home office; and

(ii) the business is not otherwise prohibited by the Rules and Regulations of the Association; and

(iii) operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; and

(iv) the business activity does not involve regular visitation of the Lot or door-to-door solicitation of residents of Teche Ridge; and

(v) the business activity is consistent with the residential character of the Property.

(vi) Examples of "**discrete business activities**" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board of the Homeowners' Association may restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Property in its sole and absolute discretion. The leasing of a Lot in accordance with this Declaration shall not be considered a business or trade within the meaning of this subparagraph (4). This subparagraph (4) shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Property or its use of any Lots which it owns within the Property, including the operation of a timeshare, or similar program.

c. **Prohibited Uses and Activities.** Except for the activities of Declarant in connection with the development of Teche Ridge and the activities of any permitted grantees hereunder 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 utility and drainage



servitudes, the following activities are prohibited within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by, the Boards of Directors in the Rules and Regulations and/or the Design Review Board. The fact that the Boards of Directors and/or the Design Review Board are given the right to grant exceptions to the prohibitions contained in this Section 5.5, shall not mandate that any exceptions be granted. To the extent any inconsistency exists between the provisions of this Section 5.5 and the provisions of the Architectural Standards, the provisions of the Architectural Standards shall control.

(1) **Pets.** Pets are anticipated and welcome in Teche Ridge. It is the Owner or tenant's responsibility to insure that their pets do not cause an annoyance or disturbance for other residents and visitors to Teche Ridge. No animals may be kept for the purpose of breeding or kept for commercial purposes. The Rules and Regulations may prohibit or regulate the number, breed and size of pets, or prohibit the keeping of animals other than customary household pets. Exotic Pets which pose a threat to the native species or people of Louisiana are prohibited. Examples would be (1) constricting snakes, (2) predator cats such as ocelots, (3) invasive birds, and (4) invasive lizards or animals of the weasel family. No pet that has been bred and/or trained to fight or attack, nor any pet with a known prior history of attacking or biting any person or other animal may be kept or permitted in Teche Ridge. The Rules and Regulations may also designate specific areas within the Common Area where pets may be walked, prohibit pets on other areas, require pets to be on leash, and restrict the rights of tenants to keep pets. The Association Board shall have the right, in its sole discretion, to determine an animal to be a danger or a nuisance, or to cause a disturbance or annoyance to the reasonable displeasure of other Owners, and, after notice to its owner and after affording such person an opportunity for a hearing before the Board, shall have the right to require such animal be removed from Teche Ridge. If the pet owner fails to honor such demand, the Board may remove the animal. Each Owner shall be strictly responsible to immediately collect and properly dispose of wastes and litter of any permitted pets and insure that their pet's waste is picked up and disposed of out of their backyards to prohibit any nuisance or unsanitary condition.

(2) **Basketball Goals; Play Structures.** The Design Review Board shall have the right to require that any basketball goal, backboard or similar structure or device, or any swing sets or other play structures, be placed or constructed so as to minimize their visibility from the front of any Lot or from any adjacent Lot. Basketball goals or backboards shall be located on the inside of the Driveway in an area close to the residence, painted to match the color of the residence. Driveways shall remain as provided during the original construction for access to Garages and Carports only. Driveways shall not be expanded to accommodate sports or play equipment.

(3) **Decorations and Lighting.** Placement of decorations or personal property shall not be permitted on the exterior portions of any Lot; provided, however, a reasonable number of holiday and religious decorations may be displayed on a Lot for up to thirty (30) days prior to the holiday or religious observance and up to fourteen (14) days thereafter without prior approval, subject to the right of Declarant (or the Design Review Board, if delegated authority by Declarant) to require removal of any such decorations which it deems to (a) be excessive in number, size or brightness, relative to other Lots in the area; (b) draw excessive attention or traffic; or (c) unreasonably interfere with the use and enjoyment of neighboring properties.

(4) **Flags.** Flags of any kind placed on a Lot so as to be visible from outside the Dwelling on the Lot shall not be permitted, except that one country flag not exceeding 48" X 72" in size and one decorative flag not exceeding 36" X 60" in size may be hung from flagpoles not exceeding 72" in length or 2" in diameter, which are mounted within brackets on the exterior facade of the Dwelling at a location approved by the Design Review Board.

(5) **Gambling and Gaming.** Conducting, participating in, or holding of any events, functions or programs that involve games of chance, raffles, gambling,

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wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration shall not be permitted on any Lot or within any Dwelling on any Lot; provided, however, that the foregoing is not intended to bar the occasional use of the interior of a residential Dwelling on the Property for the activities described in this subparagraph so long as such use is either: (1) in conjunction with fundraising activities for a non-profit or charitable organization, or (2) is a private, social, non-commercial activity.

(6) **Golf Carts, "Minibikes", "Go-Carts", and "All Terrain Vehicles".** Operation of "minibikes", "go-carts", "All-Terrain Vehicles" and other similar vehicles shall not be permitted within the Property, except that the use of "road worthy" golf carts by Declarant, Owners, residents, and tenants of Teche Ridge, and agents, employees and representatives of the Associations and the Joint Committee shall be permitted and encouraged within the Property to the extent permitted by Governmental Authorities. The Rules and Regulations may govern the use of golf carts within the Property.

(7) **Timesharing.** Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use, possession or occupancy of a Lot rotates among participants in the program on a fixed or floating time schedule over a period of years shall not be permitted, except that Declarant and its assigns may operate such a program with respect to Lots which it owns. Leasing a Building or ownership of a Lot by a corporation, partnership or other entity, or by not more than four (4) individuals or married couples, will not normally be considered timesharing.

(8) **Tools, Supplies, and other Materials.** Cleaning of tools, supplies and equipment by concrete suppliers, painters or other subcontractors in other than designated areas is prohibited.

e. **Driveways.** Driveways shall be designed to reflect the overall quality of the architecture of the Dwelling. In order to allow sufficient space for landscaping in the front of a Dwelling, only single entry drives shall be constructed to a depth terminating at the front Fascia of the Building nearest to the front property line. Circular drives with two (2) Street entrances will not be permitted.

f. **Encroachments.** With the permission of the Design Review Board, Eaves, soffits, Stoops, Stairs, balconies and Fascia of Buildings are permitted to overhang a Utility Easement or a Street right of way, by thirty-six (36") inches, provided that any such encroachment must be no less than ten (10') feet above the finished ground elevation in the area of the encroachment, and further provided that any required consent has been obtained from any Governmental Authority or utility company, whether public or private. Roofs are permitted to overhang the Setback by thirty-six (36") inches, except where the Setback is zero (0') feet.

g. **Exterior Lighting.** The number of exterior light fixtures shall be limited. All lighting should be architecturally integrated with attached structures. Mercury vapor lights are prohibited. Landscape lighting and path lighting shall be minimal and used primarily for safety reasons. Security lighting including motion activated floor lights shall at a minimum be located beneath Eave overhangs, and shall be used for emergency purposes only. No colored light bulbs shall be permitted. No lighting shall be installed which is aimed at surrounding properties, or which will intrude on surrounding property. Exterior lights shall be mounted on Building surfaces up to a maximum height of twelve (12') feet. All exterior light sources shall be shielded from view by adjoining properties. Reflective films and specialty reflective glass are prohibited on home exteriors altogether in Teche Ridge.

h. **Fences and Garden Walls.** Any Fence or Garden Wall, the design and construction of which has been approved in accordance with the Architectural Standards, shall be kept neat and attractive and in good repair. All ornamental iron or picket Fences shall be painted or otherwise finished in accordance with the Architectural



Standards. All Fences shall be maintained so as not to detract from the general appearance of Teche Ridge. On any Lot having a portion of any perimeter wall constructed by Declarant upon the Lot, the Owner(s) of such Lot will be responsible for maintaining that portion of the wall which is upon the Lot in good condition and repair. This provision shall not require that the Architectural Standards or the Design Review Board approve any Fences or that either approve ornamental or picket Fences.

i. **Garages and Carports.** At the time of any construction of a Dwelling on a Lot, the Owner shall also construct a Garage which is totally enclosed when all doors (both for vehicles and pedestrians) are closed. All openings, other than windows, must have doors that close easily. With the prior approval of the Design Review Board, in its sole discretion, Owner may construct a Carport instead of a Garage. No Garage or Carport may have an opening (other than a window) which is taller than ten (10) feet above the finished grade of the floor of the said Garage or Carport. Carports shall be no more than one (1) Story in height. Garages must be placed so that there is a minimum of 24' from the edge of the Lane Pavement to the face of the Garage Door. Except as may be expressly allowed by the Architectural Standards as to a Lot which is not bordered by an Alley or as otherwise expressly allowed by the Design Review Board, the doors through which vehicles enter a Garage may not face a Street. Garages on Alley-Loaded Lots shall face and be accessed through the Alley. Garage doors shall be kept closed, except when vehicles are entering or leaving the Garage. Conversion of any Garage or Carport to a use which precludes the parking therein of the number of vehicles for which it was originally designed shall not be permitted. An Owner may keep a recreational vehicle, camper, motorhome or similar vehicle on his Lot only if such vehicle remains in a Garage permitted hereunder.

j. **Garbage; Trash Collection.** Except on garbage collection days, trash and garbage containers shall be kept in either an area designated as utility niches on the Initial Plat or such other recorded plat showing such Residential Lot, or in a designated place on the Plans and Specifications approved by the Design Review Board. The area around any such garbage container storage location must be enclosed with screening or appropriate landscaping, as required by the Architectural Standards and/or the Design Review Board, so that garbage cans are not visible from any Common Road or Alley. The Owners or occupants of any Lot shall not place trash or garbage containers in public view except on trash collection days and then on those days the garbage containers shall be placed at the curb no earlier than 5:00 p.m. on the evening prior to trash collection days and shall be removed from the public view no later than 7:00 p.m. on the day the garbage has been picked up by the Person charged with the collection efforts. Garbage, trash and other refuse shall be placed in covered containers approved by the Design Review Board, 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. Owners must remove bulk trash items from their Lots promptly, and no bulk trash items shall be permitted to remain on any Lot. Owners shall further use and store trash and garbage containers in compliance with any applicable Rules and Regulations of the Association, which may amend both the provisions related to storage of containers and the provisions related to placement of containers for pickup on collection days. Burning of trash and accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind is prohibited in Teche Ridge; provided, however, that 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 if stored neatly. Nothing in this subparagraph shall be construed as prohibiting Declarant or a Builder from storing of building materials, equipment and other materials used in connection with the development of Teche Ridge in the course of its business, if stored neatly.

k. **Half-way Houses.** No Dwelling or other Improvement on any Lot shall at any time be used as a Half-Way House under supervision of a Supervising Agency. For the purposes of this subparagraph, the term "**Supervising Agency**" shall mean a Governmental Authority including without limitation thereto the Sheriff of Iberia Parish,

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the Louisiana Department of Corrections, the United States Department of Justice and the United States Marshal's Service. For the purposes of this subparagraph, the term "**Half-Way House**" shall mean a place where persons who have been imprisoned or incarcerated for crimes (whether felonies or misdemeanors), or confined for drug or alcohol rehabilitation, are continued under some form of supervision for the primary purpose of aiding said persons in readjusting to society following their imprisonment, incarceration, hospitalization or other form of confinement.

l. **Ingress and Egress.** Except as allowed by the Architectural Standards or as otherwise approved by the Design Review Board, vehicular ingress to and vehicular 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 vehicular access shall be allowed from the sides or rear of any Lot; provided, however, that (a) vehicular ingress and vehicular egress to and from a Garage or Carport on each Alley-Loaded Lot shall only be from the Alley located at the rear of the Lot. With respect to each Alley-Loaded Lot, there shall be no Driveway or parking area constructed or used on that part of any such Lot between the front wall of the Dwelling and the front property line where the said Lot fronts on a Street.

m. **Lakes.** Any Lot which shall abut upon any lake, stream, pond, wetland, or other waterway shall be subject to the following additional restrictions:

(1) No pier, dock or other structure or obstruction or any other wall, revetment, rip-rap or any other material shall be built, placed or maintained upon any waterfront Lot or into or upon any waterway on the Property or adjacent thereto except with the specific written approval of the Association. As to any such structure, approval or permits from the United States Army Corp of Engineers or any other such private or governmental agency as may be now or hereafter required must be obtained by the Owner, if permitted by such Association hereunder.

(2) Except with the prior written approval from the Association, no device or material may be constructed, placed or installed upon any Lot which shall in any way alter the course of natural boundaries of any waterway or which shall involve or result in the removal of water from any waterway.

(3) The Owner of each Lot abutting the water's edge shall release and discharge Declarant, the Association, the Parish of Iberia, State of Louisiana from any and all claims for debt or damages sustained by the Owner or a lessee or existing in the Owner's or lessee's property and property rights heretofore or hereafter sustained or to accrue by reason or account of the operation and maintenance of said lakes, streams, ponds, wetlands, and waterways.

(4) All such Lots shall be subject to a perpetual easement in favor and for the use and benefit of the Association for the maintenance of said lakes, streams, ponds, wetlands, and waterways.

n. **Parking.**

(1) Parking of vehicles on any portion of a Lot other than in a Garage or Carport is prohibited. Parking of vehicles on that portion of any Driveway located between the front facade of the Dwelling and the Street which the Dwelling faces is prohibited, except temporarily for a period not to exceed twenty-four (24) hours in any forty-eight (48) hour period. No parking is permitted on or over Street curbs or on any grass, Common Area, median or other area not designated for parking.

(2) Residents may not use their garages for storage and park on the streets or driveways, residents are expected to park in their Garages. Guests are expected to park both on the street and on the driveway apron in front of the Garages.



(3) Parking of commercial vehicles or equipment, mobile homes, boats, trailers, RVs, or stored or inoperable vehicles in places other than enclosed Garages is prohibited. Such restrictions shall not apply to construction vehicles or third party service vehicles while providing services to the Lot on or adjacent to which they are parked.

(4) Only vehicles bearing current license and registration tags, as required by state law, may be parked in Teche Ridge.

(5) No vehicle shall be parked so as to create a temporary obstruction to visibility at a Street intersection.

o. **Porch Furnishings.** The Associations reserve the right to promulgate additional Rules and Regulations concerning, among other things, criteria and requirements relating to what furnishings and other decorative items may be placed on Porches facing any public Street. Without limiting the foregoing, in all events, all furnishings and any other items located on Porches facing public Streets must be designed for outdoor use. Should any plants located on any such Porches die, they shall promptly be removed or replaced with living plants.

p. **Rooftop HVAC Equipment.** No heating, ventilating, air conditioning or evaporative cooling units or appurtenant equipment may be mounted, installed or maintained on the roof of any Lot or other Building so as to be visible from a neighboring Lot.

q. **Sewerage Disposal Systems.** No individual sewage disposal systems shall be permitted. All Dwellings constructed in Teche Ridge shall be connected to approved sanitary sewage facilities.

r. **Single Family Residences.** Each Lot may be improved with no more than one (1) single family residential Dwelling and such accessory structures and Improvements consistent with a residential neighborhood as may be permitted pursuant to the Design Documents and in the deed conveying the Lot.

s. **Alternative Energy Devices.** The Declarant recognizes the benefits to be gained by permitting the use of alternative energy sources as an alternative source of electrical power for residential use. At the same time, the Declarant desires to promote and preserve the attractive appearance of the Property and the Improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans therefor by the Design Review Board, solar collecting panels, wind-generated power, or any other apparatus or devices intended to generate power as an alternative to electric power may be placed, constructed or maintained upon any Lot within the Property so long as such devices are placed, constructed and maintained in such location(s) and with such means of screening or concealment as the Design Review Board may reasonably deem appropriate to limit, to the extent possible, the visual impact of such devices when viewed from any street or from any other property (whether within or outside the Property).

t. **Vehicles and Other Equipment.** None of the following may be kept or stored within a Residential Lot in Teche Ridge: (a) junk or abandoned vehicles, (b) commercial vehicles other than company automobiles provided for personal use, (c) trailers, (d) tractor-trailers, (e) campers, (f) motor homes and recreational vehicles, (g) camp trucks, (h) house trailers, (i) boats, (j) boat trailers, or (k) 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 a Lot). This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept on a Lot within an enclosed Garage. No repair, maintenance or restoration of automobiles or other authorized vehicles (except for bona-fide emergencies) may be carried out on any Lot



or at any location within Teche Ridge unless and except to the extent such repair, maintenance or restoration can be accomplished inside an enclosed Garage with all doors to the said Garage closed. Changing oil in any vehicle or other equipment on the Property is prohibited, and no oil may be disposed of within Teche Ridge.

The Association shall have the right to have any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of this Declaration towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by such Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and such Association may enforce collection of such amounts in the same manner provided for in this Declaration for the collection of Assessments.

u. **Window Coverings.** Except as expressly permitted by Declarant or the Design Review Board, only drapes, blinds, shades, shutters or curtains may be affixed to the interior of any window visible from any Street, Alley or other portion of the Property. Unless expressly permitted by Declarant or the Design Review Board, the side of such window coverings that is visible from the exterior of any Improvements must be white or off-white in color, except that any window coverings consisting of wooden blinds or shutters may be a natural wood color. Window screens on the exterior of any window which faces a Street frontage are prohibited unless expressly permitted by the Declarant or the Design Review Board. No window tinting or reflective coating may be affixed to any window that is visible from any Street, Alley or other portion of the Property, without the prior approval of Declarant or the Design Review Board. No mirrored coatings will be permitted.

**Section 5.6 Additional Restrictions Specific to the Commercial Lots.** In addition to the General Building Restrictions contained in Section 5.4, Commercial Lots must also comply with the terms and conditions contained in this Section 5.6. References to "Lots" in this Section 5.6 shall mean exclusively Commercial Lots or any portion thereof. References to the Association, the Association Board or the Association Members shall each refer to the Business Association and its Board and Members.

a. **Commercial Units on Mixed Use Lots.** Owners of units designated for commercial use in Buildings on Mixed Use Lots shall comply, and shall demand that any tenant or occupant of such unit, comply with all restrictions contained in this Section 5.6. Owners of commercial units on Mixed Use Lots shall be members of the Business Association. Nothing herein shall prohibit the Owners of commercial units of Mixed Use Lots from organizing other associations to impose additional restrictions on their Lots or units; provided however, that in the case of a conflict between such restrictions and those contained herein or in the Rules and Regulations of the Business Association, this Declaration and the Rules and Regulations of the Business Association shall govern.

b. **Permitted Uses.**

(1) **Commercial Use.** Commercial Lots shall be used only for normal retail, office and related and/or appurtenant service uses customarily conducted in first-class retail shopping centers, office complexes and power centers, including retail sales, retail warehouse, retail and/or wholesale distribution, theaters, museums, tourist purposes, lodging, offices, entertainment, restaurants or other permitted commercial purposes approved by the Declarant compatible with the foregoing and in accordance with all applicable zoning laws, rules and regulations.

(2) **Sale and Consumption of Alcoholic Beverages.** Commercial sale or consumption of alcoholic beverages and spirits, whether for onsite or offsite consumption is prohibited within any Commercial Lot in Teche Ridge except as expressly permitted in any act of sale, deed, lease, donation or other transfer



agreement, or within a separate written agreement ("**Act of Transfer**") between Declarant and a third party transferee. If Declarant permits an Owner or tenant of a Commercial Lot to sell and/or distribute alcoholic beverages by so stating in an Act of Transfer, such permission shall be transferrable to subsequent Owners or tenants of such Commercial Lot unless the Act of Transfer expressly prohibits such transfer. Notwithstanding an Owner's receipt of or application for any governmental approval for the sale or distribution of alcoholic beverages, including any required zoning, license, permit or other approval, no such sales or distribution shall be permitted without the written approval of and permit from, Declarant either within an Act of Transfer or a separate written agreement. Nothing herein shall prevent Declarant or an Association from permitting the sale and/or consumption of alcoholic beverages and spirits in conjunction with special events, festivals, community gatherings or private functions otherwise permitted hereunder and permitted under all applicable law.

c. Prohibited Uses.

(1) Warehouse Operations. A facility primarily used as a storage warehouse operation, mini-warehouse or freight terminal (for purposes hereof, a "storage warehouse operation" or freight terminal shall not be construed to include retail merchandise stored on the premises with the main use).

(2) Manufacturing Facility. A facility for assembling, manufacturing, refining, smelting, drilling, mining, exploring or the producing of oil, gases or other minerals (provided this restriction shall not preclude the assembly of merchandise to be sold at a facility).

(3) Salvage Yard. Salvage or reclamation yards and the storage of inoperative vehicles.

(4) Pawn Shop. Any pawn shop or "second hand" store.

(5) Mobile Home Park. Any mobile home park, camp ground, trailer court or labor camp; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance or for trailers, delivery trucks or recreational vehicles of agents or contractors or Owner or Occupant.

(6) Dumping. Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any Improvement.

(7) Laundromat. Any central laundry or laundromat; provided, however, this prohibition shall not be applicable to a drop-off and pickup facility.

(8) Automobile Sales. Any automobile, truck, trailer or recreational vehicle with outside sales, leasing or display unless approved by the Association Board or in conjunction with promotions, displays and other similar marketing activities, subject, however, to compliance with all applicable laws, rules and regulations.

(9) Body Shop. Any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles.

(10) Funeral Home. Any mortuary, funeral home or cemetery.

(11) Flea Market. A flea market, defined as a market of individual stalls selling old or used articles. Nothing herein shall prevent the Declarant or an Association from permitting a neighborhood garage sale, farmers market, antique market, or similar special or regular event.

(12) Gas Stations. A service station shall only be permitted on Commercial Lots with prior written approval of the Business Association Board. The



location and size of any such service station shall be determined by the Business Association Board. Service stations must be properly landscaped and the Association Board shall have the right to impose additional landscaping requirements with respect to a Commercial Lot upon which a service station is to be located. Any service station shall be of similar architectural quality and shall be consistent with the architectural themes of Teche Ridge. No fuel pumps shall be located on any Commercial Lot other than the Lot on which a service station is located.

(13) Toxic Materials. Any business which emits noxious toxic or caustic or corrosive fuel or gas, including a dry cleaning business.

(14) Fireworks. Any unusual fire or explosion, or any use which involves any firing, explosives or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks or a shooting gallery). Nothing herein shall prohibit the Associations or the Foundation from applying to Declarant for an exception to this prohibition on such terms and conditions as Declarant may set.

(15) Heavy Industrial Use. Any heavy industrial use or for a purpose which may cause materially objectionable odors and/or untidiness such as (but not limited to) stand-up or drive-in food facilities or other litter-creating operations; provided, however, that a sit-down or drive-through type restaurant is not precluded hereby.

(16) Truck Parking. The parking of trucks and/or delivery vehicles so as to unreasonably interfere with, or suffer or permit any use thereon to interfere with, the use of any driveways, walks, roadways, highways, streets, parking areas or other Common Areas, excluding loading areas, docks, and truck courts or turnarounds.

(17) Outdoor Carnivals. Outdoor circus or other outdoor entertainment, excluding temporary carnivals or entertainment in connection with the marketing of the first class shopping center/power center, not to exceed two (2) times per year.

(18) Gaming Facilities. Any casino, video poker facility, bingo halls, off-track betting parlor or similar facility at which games of chance are conducted.

d. Rules and Regulations.

(1) Subject to prior express written approval given by Declarant or an Association, Owners and tenants of Commercial Lots or any portion thereof shall abide by all reasonable Rules and Regulations established by the Association or Declarant, from time to time, with respect to the use and care of the Lot or portion thereof, and to Teche Ridge, including the Commons, and shall:

(2) Conduct no auction, fire or bankruptcy sales, so called going out of business or "lost our lease" sales, or similar practices.

(3) Conduct no special events, radio spots, or other promotional activities or programs unless approved in advance by the Association.

(4) Except, as may be set forth in the Rules and Regulations, a written policy adopted by the Association, or as expressly permitted in writing from time to time, display no merchandise outside the Lot nor in any way obstruct the Commons and store all trash in appropriate containers within the Lot, or in the event Owner or tenant is a food service operation, within containers within temperature controlled areas within the Lot, and attend to the daily disposal thereof in the manner designated by the Association. Owner or tenant shall not burn any trash within the confines of Teche Ridge.

(5) Load or unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of trash only through the rear service door(s) of the Lot unless a rear service door is not provided in which event Owner or tenant shall accept deliveries through the front entrance only during hours that the business

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operation is not open for business to the general public. Owner or tenant shall not permit trailers or trucks servicing the Lot to remain parked in Teche Ridge beyond those periods necessary to service Owner's or tenant's operations. Such trailers or trucks shall not remain parked in Teche Ridge beyond the closing hour of Teche Ridge. The restrictions may be altered by Declarant or Association in conjunction with the adoption of a formal parking management plan made available to all Owners. Nothing herein shall prohibit Declarant from designating certain areas as no parking zones or reserving certain areas for emergency parking, or from restricting parking in conjunction with any events or emergencies as determined by Declarant. Nothing herein, shall prevent delivery of mail or small packages through the front door of a Building.

(6) Keep the inside and outside of all glass in the windows and doors of the Lot clean.

(7) Keep the Lot in a careful, safe, clean and proper manner and free of insects, rodents, and other pests; not permit any trash of any nature emanating from the Lot to accumulate in the Commons.

(8) Owner or tenant shall employ a pest exterminating contractor to service the Lot at such intervals as the Association may require not permit the plumbing facilities within or servicing the Lot to be used for any purposes other than for which they were constructed, and no foreign substances of any kind shall be thrown therein.

(9) Not solicit business or distribute any handbills or other advertising matter in the Commons, without advance consent of the Association.

(10) Prevent the Lot from being used in any way which may be a nuisance, or cause damage to the other occupants of Teche Ridge, including, without limiting the generality of the foregoing, the operation of any instrument or equipment or the carrying on of any trade or occupation which emits (i) an odor discernible outside of the Lot and which may be deemed offensive in nature, (ii) a noise which may be heard outside the Lot; or (iii) a vibration emanating from the Lot and otherwise discernable outside or adjacent to the Lot.

(11) Not permit the display or sale of any merchandise which is inconsistent with the general high standards of Teche Ridge as determined by the Association which is inconsistent with the highest standards of decency and morals prevailing in Teche Ridge. The Association, in exercising its right to determine the general high standards of Teche Ridge shall act in a reasonable manner consistent with the operation of a first class regional shopping center with residential components. For the purposes hereof, merchandise such as nude photos, sexual devices, objects depicting genitalia and any other similar items and merchandise commonly associated with so called peep shows, massage parlors, adult book stores and head shops shall be deemed inconsistent with the general high standards of Teche Ridge.

(12) Not display or affix any sign, placard, name, trademark, insignia, decal, advertising matter or any other item(s) on the surface of any exterior door, wall or window or within one (1) foot of the surface of any display window space in the Lot or within any entrance to the Lot. The Association shall have the right, without notice to Owner or tenant and without any liability for damage to the Lot reasonably caused thereby, to remove any items displayed or affixed in violation of the foregoing provisions. All signage is subject to the approval of the Design Review Board and the Association.

(13) Promptly comply with all present and future laws, regulations or rules of any parish, state, federal and other Governmental Authority and any bureau and department thereof, and of the National Board of Fire Underwriters or any other body exercising similar function applicable to the Owner's or tenant's Work done to the Lot, including the making of any required structural changes thereto, subject to the supervision of the Design Review Board. If Owner or tenant shall install any electrical



equipment that overloads the lines in the Lot, Owner or tenant shall make all changes necessary to comply with the requirements of the insurance underwriters and Governmental Authorities having jurisdiction.

(14) Not store, handle, use, sell, generate or release, or specify, use or dispose of, or permit its architect, contractors, subcontractors or any parties performing any Work on behalf of Owner or Tenant to specify, use or dispose of, directly or indirectly, on the Lot, Commons, or in Teche Ridge, any Hazardous Substance. Upon completion of such Work, Owner or tenant shall deliver to the Association a certificate from its architect, contractor, subcontractor or other performing party stating that no such materials have been specified or used in such Work. Upon notice to Owner or tenant, the Association may conduct an environmental audit of the Lot. If any Hazardous Substance is detected or if a violation of the covenants contained herein is discovered, the fees and expenses of such audit shall be paid by Owner or tenant on demand by the Association. Owner or tenant shall immediately notify the Association and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Lot or compliance with Environmental Laws.

(15) Without the prior written approval of Declarant or the Association, Owners shall not install any vending machine or similar type of equipment within any area of the Lot which is accessible to the public. The Association shall have the right, without notice to Owner or tenant and without any liability for damage to the Lot reasonably caused thereby, to remove any vending machines or similar type of equipment installed, maintained or existing within the Lot in violation of the foregoing provisions.

(16) Maintain lighting on the interior side of the storefront of the Lot until 2:00 a.m. each day. The adequacy of such lighting shall be subject to the Design Review Board's approval.

e. **Trash and Garbage Containers.** Trash and garbage storage and disposal shall be subject to this Declaration, any Rules and Regulations of the Business Association, and any trash management plan provided by Declarant to each Commercial Owner. On all Commercial Lots, trash and garbage containers shall be kept in that area along the rear of the Lots which are designated for such purpose on the plat of survey recorded with the Clerk of Court pursuant to which subdivision of that phase of development was approved. All garbage (including recyclables) may only be picked up or collected by garbage collection vehicles from an area designated for such use for each Building. The area around any such garbage pick-up point on a Commercial Lot must be enclosed with screening, as required by the Design Code and/or the Design Review Board, so that garbage containers are not visible from any Common Road or Alley. The Owners or occupants of Commercial Lots shall not place trash or garbage containers in public view. Garbage, trash and other refuse shall be placed in covered containers approved by the Design Review Board, 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. Owners shall further use and store trash and garbage containers in compliance with any applicable Rules and Regulations of the Association.

f. **Landscaping.** Each Commercial Lot shall be landscaped in accordance with the requirements of this Declaration, the Design Code and the Landscape Standards.

**Section 5.7 Owners' Acknowledgment and Notice to Purchasers.** All Owners and occupants of Lots are given notice that use of their Lots is limited by the Rules and Regulations as they may be changed in accordance with this Declaration. Each Owner, by acceptance of a deed/act of sale or other act of transfer acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Rules and Regulations may change from time to time.



## **Section 5.8      Enforcement.**

a. **Owner's Responsibility.** Each Owner, all family members of Owners and all Owners' guests and tenants shall conform to and abide by the covenants contained in this Declaration and the Rules and Regulations of the Associations. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner. Failure to comply with the Governing Documents shall be grounds for an action by the Association, the Joint Committee, Declarant, or, in a proper case, by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Associations pursuant to this Declaration and their Bylaws.

b. **Covenants Committee.** The Board of Directors may establish a Covenants Committee to hear any complaints of violations of the covenants and Reservations set forth in this Declaration or the Rules and Regulations of the Associations. Members of the Boards may serve on the Covenants Committee. If a Covenants Committee is not created, references to such committee herein shall refer to the Association Board.

c. **Notice, Hearing and Fines.** Each Board, or the Covenants Committee if established by the respective Boards, shall notify any Owner or tenant who is believed to be in violation of this Declaration or the Rules and Regulations of the applicable Association of the violation and provide an opportunity for the Owner or tenant to be heard. After such hearing, the Board or Covenants Committee, as applicable, shall have the right to assess fines, up to a maximum of \$50 for a single violation or \$10 per day for a continuing violation (to be adjusted according to increases in the cost of living) and may restrict the Owner's use of the Common Area for up to sixty (60) days or until remedied, whichever is longer. The primary goal, however, of the Board or Covenants Committee, as applicable, under this Section is not to punish Owners or tenants but to reconcile and resolve problems. The Board or Covenants Committee, as applicable, may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against an Owner's Lot as an Individual Lot Assessment and shall be secured by the Assessment Lien. In addition, in accordance with their Bylaws, the Associations may suspend any services it provides to the Lot of any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association.

d. **Tenant Violations.** If a tenant is believed to be in violation of the covenants set forth in this Declaration or the Rules and Regulations of the applicable Association, the Board or Covenants Committee, as applicable, shall notify the Owner and tenant and provide an opportunity for hearing. If the Board or Covenants Committee, as applicable, determines after notice and opportunity for hearing that a tenant has violated the covenants set forth in this Declaration or the Rules and Regulations of the Association, the Board or Covenants Committee may assess fines against the Owner as provided in subparagraph c. of this Section. In addition, if the tenant materially violates the covenants set forth in this Declaration or the Rules and Regulations of the Association more than once in any one (1) year period, the Association, by a two-thirds (2/3) vote of the Board, shall have right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints its Association as its agent and attorney-in-fact in such an eviction action. All costs and attorneys' fees related to such action shall be charged to the Owner as an Individual Lot Assessment. Any Owner whose tenant or tenants (whether under one (1) lease or different leases) violate the covenants set forth in this Declaration or the Rules and Regulations of the Association three (3) times in any one (1) year period may be prohibited from further leasing his Lot for a period of up to one (1) year.

e. **Association's Right to Cure.** If Owner or tenant fails to keep or perform any covenant or term included in Article 5, and if Owner or tenant fails within a reasonable time (not to exceed three (3) days following receipt of written or oral notice

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from the Association) to cure such failure with all due diligence, the Association may cure or prosecute the curing of such failure and Owner or tenant shall pay all expenses in connection with such cure or prosecution of such cure of such failure, including, without limitation, reasonable legal fees.

f. **Corrective Action for Lot Maintenance.** If the Board or Covenants Committee, as applicable, determines after notice and hearing that any Owner has failed to maintain any part of the Lot (including the yard and any Garden Wall, Fence, Building, Garden Structure or other structure) in a clean and attractive manner, in accordance with the provisions of this Declaration, the Architectural Standards, the Landscape Standards and applicable Rules and Regulations of the applicable Association, such Board or Covenants Committee, as applicable, shall notify the Owner of its findings and may assess fines as provided in subparagraph c. of this Section. If the violation continues for ten (10) days after notice to the Owner of the Board's or Committee's findings, the Association, by a two-thirds (2/3) vote of the Board, shall have the right without liability to enter upon such Lot to correct, repair, restore, pain and maintain any part of such Lot and to have any objectionable items removed from the Lot. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard to the Property or a risk to the safety of Persons. All costs related to such action shall be assessed to the Owner as an Individual Lot Assessment and shall be secured by the Assessment Lien.

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

**Section 5.9 Protection of Owners and Others.** Neither the Boards nor the Members may adopt any rule in violation of the following provisions:

a. **Equal Treatment.** Similarly situated Owners and occupants shall be treated similarly; provided, the Rules and Regulations may vary from one (1) portion of the Property to another depending upon housing type, and by Neighborhood and by Village.

b. **Signs and Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions (including design criteria) for the purpose of minimizing damage and disturbance to other Owners and occupants. No rules shall regulate the content of political signs; however, rules may reasonably regulate the time, place and manner (including design criteria) of posting such signs.

c. **Household Composition.** No rule shall interfere with the freedom of occupants of Lots to determine the composition of their households, except that the Homeowners' Association shall have the power to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and its fair use of the Common Area.

d. **Activities Within Lot.** No rule shall interfere with the activities carried on within the confines of structures on Lots, except that the Homeowners' Association may prohibit activities not normally associated with property restricted to residential or home office use, and it may restrict or prohibit any activities that create monetary costs for the Homeowners' Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly



conditions visible outside the Lot, that block the views from other Lots, or that create an unreasonable source of annoyance to other Persons and Owners.

e. **Allocation of Burdens and Benefits.** The initial allocation of financial burdens and rights to use Common Areas among the various Lots shall not be changed to the detriment of any Owner over that Owner's objection expressed in writing to the applicable Association. Nothing in this provision shall prevent such Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area, violate the Governing Documents, or fail to pay Assessments. This provision does not affect the right to increase the amount of Assessments as provided in Article 13.

f. **Alienation.** No rule shall prohibit leasing or transfer of any Lot, or require consent of the applicable Association or Board for transfer or leasing of any Lot for a period of one (1) year or longer. Such Association shall not by rule impose any fee on the transfer of any Lot greater than an amount based on the costs to the Association of the transfer; however, this provision shall not preclude imposition of transfer or similar fees for the benefit of the Association or other entities pursuant to other recorded covenants.

g. **Abridging Existing Rights.** If any rule would otherwise require Owners or occupants of Lots to dispose of personal property which they maintained in or on the Lot prior to the effective date of such rule, and in compliance with all rules in force at that time, such rule shall not apply to any such Owners without their written consent unless the rules were in effect at the time such Owners or occupants acquired their interest in the Lot.

h. **Reasonable Rights to Develop.** No rule or action by an Association or Board shall impede Declarant's right to develop the Property. Nothing herein shall be construed as a limitation on amendments adopted in accordance with Section 20.5.

## **ARTICLE 6**

### **ARCHITECTURAL STANDARDS, BUILDING RESTRICTIONS AND LANDSCAPE STANDARDS**

**Section 6.1 General.** All Dwellings and other Buildings and Improvements (including staking, clearing, excavation, grading, and other site work, exterior alteration of existing Improvements, and plantings or removal of landscaping materials) constructed on each Lot shall be designed and constructed in accordance with the requirements applicable to the Building type designation assigned to that particular Lot in the Architectural Standards, in addition to such other requirements as are provided in this Declaration and elsewhere in the Architectural Standards. Height restrictions, use restrictions, allowed Building typology, placement requirements, parking requirements, Setback requirements, requirements concerning Porches, Fences and/or Garden Walls, and other building restrictions are all set forth in the Architectural Standards and are incorporated in this Article 6. This Article shall not apply to the activities of Declarant during the Class "B" Control Period.

**Section 6.2 Evaluation of Proposed Improvements.** Plans for proposed Improvements will be evaluated as to whether the Improvements:

- a. comply with the Architectural Standards;
- b. integrate, and harmonize with Declarant's natural setting and distinct architectural traditions;
- c. are compatible with neighboring Improvements;
- d. are highly functional, of high quality and distinctive in appearance;

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- e. promote interaction among the residents of Teche Ridge; and
- f. meet or exceed standard expectations for warmth, substance and durability.

If it is determined that particular Improvements will not adequately satisfy the design philosophy of Declarant, approval may be withheld, even though the plans comply with the specific requirements and prohibitions contained in the Design Documents.

**Section 6.3 Architectural Standards; General.** The Architectural Standards provide guidance to Owners and Builders regarding matters of particular concern to Declarant in considering applications for architectural approval and in construction of Lots. The Architectural Standards shall not be the exclusive basis for decisions hereunder and compliance with the Architectural Standards shall not guarantee approval of an application. The initial Architectural Standards, and any supplemental Architectural Standards may contain general provisions applicable to all of the Property, as well as specific provisions which vary from one portion of the Property to another depending upon the location, type of construction or use, and unique characteristics of the Property. In the event of any inconsistency between the provisions of this Declaration and the provisions and information contained in the Architectural Standards, the provisions and information contained in the Architectural Standards shall control.

a. **Modification of Architectural Standards, Master Plan, or Landscape Standards.** The Declarant has the sole authority to make changes to the Master Plan and Architectural Standards while the Declarant maintains voting control of the Association, owns Lots in Teche Ridge and until the Declarant cedes control of the Associations to the residents of Teche Ridge. Once the Declarant cedes control of the Associations to the Residents and Business Owners of Teche Ridge, the Design Review Board will have the sole authority to make changes to the Master Plan and Architectural Standards. The Design Review Board may, subject to any applicable zoning requirements and subject to the approval of the Declarant during the Class "B" Control Period, revise any part of the Architectural Standards and/or the Landscape Standards, and supplement all or any of the Architectural Standards and the Landscape Standards from time to time for any of the following reasons (the Architectural Standards and Landscape Standards are collectively referred to in this Declaration as the "**Design Documents**"):

(1) To make changes which the Design Review Board believes will better accomplish the objectives set forth in this Declaration;

(2) To adjust for market conditions so as to improve the value of all or some of the Lots;

(3) To recognize changing land use conditions over time, both from within and outside Teche Ridge; or

(4) To establish the plan for the development of additional immovable property annexed to, and included and incorporated within, Teche Ridge pursuant to a Supplemental Declaration.

b. On request of the Design Review Board, the Board shall, without the consent of the Members, file any amendments to this Declaration at any time which add to, change or otherwise modify the Design Documents. Modifications and changes to the Design Documents shall not be retroactive and shall not affect or bear on the construction of Buildings within Teche Ridge to the extent such Buildings have been constructed prior to the adoption of such modification or other amendment to the Design Documents; but such modifications and changes shall be effective with respect to any alterations or other additions to Buildings constructed after the date of such amendments or modifications to the Design Documents. This prohibition on retroactive design changes does not limit the Association's or the Design Review Board's authority over changes to the color, design, building envelope or materials of approved structures

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and will not affect or limit the Association's or the Design Review Board's authority to enforce maintenance and upkeep. Declarant and the Associations, whenever filing Supplemental Declarations, shall file supplements to the Design Documents which contain specific requirements for any property added to Teche Ridge pursuant to any such Supplemental Declaration, including without limitation thereto, in the filing party's sole discretion, additional designations of Building types, architectural characteristics and historical details for each such additional Building type, and such further requirements and restrictions with respect to construction on Lots as are contained in the Design Documents as filed originally with this Declaration. There shall be no limitation on the scope of amendments to the Design Documents; amendments may remove requirements previously imposed or otherwise make the Design Documents more or less restrictive in whole or in part, in accordance with the provisions of this subparagraph a.

**Section 6.4 Copies.** The Design Documents shall be available for review in the registered office of each Association during normal business hours. Any Owner wishing to have a copy of the Design Documents shall pay the cost of reproducing same to its Association which shall be calculated on the basis of \$0.50 per page; provided, however, there shall be no charge for the first copy of each Design Document with respect to each Lot; and provided that only certain portions of the Design Documents shall be available for copying, including the title sheet, table of contents and synopsis, flow chart, principles, definitions, town plan, and such other documents except blow-up diagrams of districts, zones, open space network, phasing plan and thoroughfare standards. Declarant shall determine the availability of copying of portions of the Design Documents in its sole discretion.

**Section 6.5 Allowed Architectural Typologies.**

a. All Improvements constructed on each Lot shall be designed in accordance with one (1) of the Allowed Architectural Typologies (as defined in the Architectural Standards) for that particular Lot.

b. The Architectural Standards contains design requirements and/or restrictions for each of the various Allowed Architectural Typologies (as noted above) for the various Building types.

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

**Section 6.6 Architectural Regulations Applicable to all Architectural Typologies.** The following architectural regulations shall apply to the structures and Improvements of all Architectural Typologies within Teche Ridge.

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

(1) Building Walls.

(i) Vinyl and metal siding and prefabricated or modular construction and exterior insulation finish systems are prohibited.



(ii) Exterior wood, including but not limited to siding, trim, columns, balustrades, porch decks, decks, fascia, and shutters, must be capable of withstanding the elements and be resistant to rot, such as cedar, redwood, mahogany or cement board and sealed with paint or stain.

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

(2) Building Elements.

(i) Chimneys shall be finished with stucco, brick, wood, or cement board.

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

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

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

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

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

(vii) Pickets, poles, and boards shall be made of wood or pressure treated wood and painted or stained. Fences shall be made of wood or pressure treated wood and may have stucco piers or brick piers.

(viii) Driveways can be of concrete or from a pre-approved palette of brick or concrete pavers.

(3) Roofs.

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

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

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

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

(4) Windows and Doors.

(i) Shutters shall be wood.

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



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

(1) Building Walls.

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

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

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

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

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

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

(2) Building Elements.

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

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

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

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

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

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

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

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



(3) Roofs.

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

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

(4) Windows and Doors.

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

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

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

(iv) Non-Alley Garage doors on front load Lots shall be a maximum of twenty (20') feet in width. Garage doors shall be painted or stained.

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

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

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

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

(1) Building Walls.

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

(ii) Building walls shall be one (1) color per material used. Colors of stucco shall be warm in tone, subject to approval from the Design Review Board. Paints for masonry applications shall have a flat finish. All exterior wood siding shall be painted or stained, preferably on both sides. Trim (balcony and Porch posts, rails, window trim, rafter tails, etc.) shall be painted to compliment the columns and overall value of the Building. An accent color, for items such as the front door, pickets, trim, and shutters, may be used subject to approval from the Design Review Board. Walls and Fences shall be in a range of colors approved for their respective materials. Other colors may be added to the list after consultation with the Design Review Board.

(2) Building Elements.

(i) Trim (balcony and Porch posts, rails, window trim, rafter tails, etc.) shall be painted or stained to compliment the columns and overall value of



the Building. An accent color for items such as the front door, pickets, trim, and shutters may be used subject to approval from the Design Review Board.

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

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

(iv) The following shall be subject to approval from the Design Review Board: brick, mortar colors, colors and patterns, Fence designs and exterior light fixtures.

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

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

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

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

(3) Roofs. Metal finishes in any color other than those indicated in the Architectural Standards shall not be permitted.

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

d. Additional Notes Applicable to all Architectural Typologies.

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

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

## **Section 6.7 Landscaping; General.**

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

b. **Specific Requirements for Alley-Loaded Lots.** A contiguous area along the rear boundary of Alley-Loaded Lots which includes at least twenty (20%) percent of the rear boundary of said Lots, and which is at least eight (8') feet deep at all



points, shall be kept landscaped with grass and other plants pursuant to a landscape plan approved by the Design Review Board. The minimum area in question shall begin at the edge of the paving constructed within the said Alley.

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

d. **Maintenance of Landscaping.** Each Owner of a Lot shall properly maintain and keep neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material all shrubs, trees, hedges, grass and plantings of every kind (collectively, "**Landscaping**") located on: (a) the Lot; (b) any public right-of-way or easement area which abuts or adjoins the Lot and which is located between the boundary line of his Lot and the paved area of any Street, sidewalk, bike-path or similar area (unless otherwise directed by the applicable Association); and (c) any non-street public right-of-way or easement area adjacent to the Lot (unless otherwise directed by the applicable Association); provided, however, that such Owner shall not be responsible for maintenance of any area over which: (i) the applicable Association assumes the responsibility in writing; (ii) such Association has been given such responsibility by this Declaration or any Supplemental Declaration; or (iii) the City of New Iberia, Parish of Iberia, State of Louisiana or any other municipality or other Governmental Authority having jurisdiction over such property assumes responsibility, for so long as such Governmental Authority assumes or has responsibility. For purposes of this subparagraph d., proper maintenance of Landscaping shall include, without limitation, removal and replacement of dead Landscaping, subject to the Design Review Board rules. The Association reserves the right to enter upon any Lot (following 7 days written notice of the problem and the Association's intent to remedy the problem) which is not being maintained and remedy the lack of maintenance at the member's expense. The Association will charge the Owner as a General Assessment the amounts expended, plus charge an interest rate of eighteen percent (18%). The added interest shall be used to cover the added administrative and collections expenses associated with these remedial efforts.

e. **Irrigation of the Front Yards and Planting Strip in front of each Residence.** The irrigation of each front yard and planting strip between the sidewalk and, edge of curb in front of each home is the responsibility of the Lot Owner.

f. **Rear Yard Landscape Plantings and Maintenance.** Yard plantings and maintenance are the financial and maintenance responsibility of the landowner subject to the Teche Ridge Landscape Standards.

g. **Street Trees.** All Street Trees are to be pruned as necessary by the Association and no Street or Park Tree may be pruned or cut by a landowner.

h. **Pavement and Drainage:** The maintenance of the lane paving and drainage of the paved lane is the responsibility of the Association.

i. **Private Parking Lots.** The Owner of any private parking lot shall be responsible for the maintenance. The Teche Ridge Association(s) may set standards for parking lot landscaping, tree planting and maintenance and may require the Lot Owner to maintain the Lot in accordance with the standards. No obstruction to visibility at street intersections shall be permitted.



## **ARTICLE 7**

### **ARCHITECTURAL AND DESIGN REVIEW.**

*Every structure built in Teche Ridge must be approved by the Design Review Board. The function of design review is to encourage the architectural harmony of Teche Ridge. Architectural harmony promotes a sense of community, protects property values and establishes neighborhood standards for growth and maintenance of the neighborhood.*

**Section 7.1 Declarant Review.** Each Owner, by accepting a deed or other act of sale or transfer, or other instrument conveying any interest in any portion of the Property, acknowledges that, as the Declarant of the Property and as an Owner of significant portions of the Property, it has a substantial interest in ensuring that the Improvements within the Property enhance Declarant's reputation as a community Declarant and do not impair Declarant's ability to market, sell, or lease its property. Therefore, each Owner agrees that no Work shall be commenced on the Owner's Lot unless and until Declarant, along with the prior approval of the Design Review Board pursuant to Article 8, has given its prior written approval for such Work, which approval may be granted or withheld in Declarant's sole discretion. In reviewing and acting upon any request for approval, Declarant shall be acting in its own interest and shall owe no duty to any other Person. The rights reserved to Declarant under this Article shall continue so long as Declarant owns any portion of the Property or any immovable property subject to annexation pursuant to this Declaration, unless earlier termination in a written instrument executed by Declarant and recorded in the public records of Iberia Parish, Louisiana. The Declarants right and ability to exercise authority over the Design Review Board and over Architectural Design compliance in Teche Ridge is reserved to the Declarant and exercised by way of the Declarant's control of the Association and Design Review Board.

**Section 7.2 Town Planner.** The Town Planner shall be appointed to interpret the Teche Ridge Master Plan and Architectural Standards. The Town Planner shall be a licensed architect or shall have a master's degree in new urbanist design, smart growth, or traditional neighborhood design from an accredited university, or shall have comparable qualifications. The Town Planner does not, however, need to be licensed to practice in Louisiana unless required by the State of Louisiana. No Changes will be made to the Master Plan or Architectural Standards without the advice and consultation of the Town Planner. The Town Planner is initially selected by Declarant and may be replaced with another Town Planner, at any time, in the sole discretion of Declarant. While Declarant owns at least one (1) Lot or holds any property within Teche Ridge for sale in the normal course of business, Declarant may select any successor or replacement, unless Declarant permanently waives that right in writing. When Declarant no longer selects the Town Planner, the Homeowners' Association Board shall select the Town Planner. The Town Planner will:

- a. advise the Declarant, Association and Design Review Board on correct interpretation of the Master Plan and Architectural Standards;
- b. serve on the Design Review Board and may be represented by a suitably trained and experienced member of the architect's firm;
- c. sign all plans approved by the Design Review Board certifying that the plan and design are in compliance with the Teche Ridge Master Plan and Architectural Standards;
- d. advise on acceptable color palettes, material choices, scale, setbacks and landscape;
- e. advise on design details including but not limited to trims, window and door treatments, roof pitches, cave dimensions, heights and scale; and
- f. advise on any modifications or changes to the Master Plan and Architectural Standards.

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### **Section 7.3      Design Review Board.**

a.      **Composition.** The Design Review Board is an agency, department or division of the Homeowners' Association and the Business Association, and has the right to exercise control over all construction within the Property and review all modifications to structures and Improvements, including but not limited to painting, renovations, and landscaping. Initially, the Design Review Board shall be appointed by the Declarant and shall consist of at least three (3) and no more than (5) members, one of whom shall be the Town Planner. Until such time as Declarant has sold all of the Lots in Teche Ridge or no longer wishes to appoint members of the Design Review Board, the Design Review Board shall be appointed by the Board of the Homeowners' Association. Should such Board wish to declare that there be an increase in the number of members serving on the Design Review Board, it may do so at a regularly called meeting of the Board of Directors, except that during the Class "B" Control Period, no change in the members of the Design Review Board may be made by the Board without the approval of the Declarant. The members of the Design Review Board need not be Members of an Association or representatives of Members, however, at least one (1) member shall be an architect or similar professional with appropriate experience and expertise, as determined by Declarant or the Board (if such Board is responsible for appointments on the Design Review Board). Members' compensation, if any, shall be established from time to time by the Boards. The Boards may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the Design Review Board may, with the prior approval of the Boards, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant. The Design Review Board may also establish a Modifications Committee, with the approval of the Boards, to review and approve any proposed modifications of Property which are submitted at least two (2) years after a Certificate of Substantial Conformance is issued in accordance with Article 8.

b.      **Authority.** Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article or other recorded instruments to the Design Review Board, subject to (i) the right of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (ii) the right of Declarant to veto any decision of the Design Review Board which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of the Design Review Board shall be limited to such matters as are specifically delegated to it by Declarant. Upon expiration or termination of Declarant's rights under this Article, the Associations shall assume jurisdiction over architectural matters hereunder and the Associations, acting through the Design Review Board, shall be entitled to exercise all powers previously reserved to Declarant under this Article; provided, however, in exercising the discretion previously reserved to Declarant, the Associations and the Design Review Board shall act in the interest of the Members of the Associations.

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

d.      **Cost of Operation.** The Associations shall be responsible for all reasonable costs of operation of the Design Review Board. Each Owner submitting plans for the construction or modification of Improvements on any Lot shall submit with

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such plans a payment of \$300.00 as a nonrefundable "Review Fee", more particularly described in Article 8, and that payment shall be made to the applicable Association. The Review Fee shall be used by the Associations to defray the costs and expenses incurred by the Design Review Board and the fees and compensation paid, if any, to the Town Planner, staff, other professionals and members of the Design Review Board. The Board, in its sole discretion, may increase the amount of the Review Fee, but in no event shall the Review Fee charged in any one (1) calendar year exceed 110% of the Review Fee charged during the preceding calendar year.

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

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

## **ARTICLE 8**

### **REVIEW PROCEDURE**

**Section 8.1 Construction Subject to Review; Application.** All construction or modification including but not limited to; buildings, storage buildings, garages, fences, parking lots, driveways, walkways, arbors, swimming pools, landscaping, light poles, speakers, reflectors, antennae (except interior alterations not affecting the external structure or appearance of any Building) on any Lot or Common Area must be approved in advance by the Design Review Board. Prior to commencing any Work, an application for approval of such Work shall be submitted to the Design Review Board in such form as may be required by the Design Review Board or the Design Documents, as more fully set forth in subparagraph c. below. The application shall include Plans showing the site layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigating, and other features of the proposed construction, as required by the Design Documents as applicable. The Design Review Board may require the submission of such additional information as it deems necessary to consider any application. Modifications subject to review specifically include, but are not limited to, painting or other alteration of a Building (including doors, windows and trim); replacement of a roof or other parts of a Building other than with duplicates of the original material; installation of antennae, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy walls or other Fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; window coverings; and any material alteration of the landscaping or topography of Teche Ridge, including without limitation any removal or substantial pruning of trees or plants. The listing of a category does not imply that such construction is permitted; this Declaration or the Rules and Regulations may, for example, prohibit certain antennae, satellite dishes or receivers, in which event, such a prohibition shall control. through the Teche Ridge Property Manager.

### **Section 8.2 Approved Builders, Contractors, Architects and Design Professionals.**

a. **Contractors.** No Owner shall self-contract the construction of any Improvements on any Lot. The contractor selected by an Owner to construct Improvements on a Lot must be approved by the Design Review Board, in its sole discretion. Any approval by the Design Review Board of a contractor is not meant as an



endorsement of that contractor's ability and shall not be the basis for any liability on the part of the Design Review Board.

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

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

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

### **Section 8.3 Review Procedure for Residential Lots.**

a. **Application.** The plans to be submitted for approval shall include (i) at least one (1), but not more than three (3) sets of the construction plans and specifications for all proposed Work, including all proposed grading, leveling, contouring, clearing and landscaping of the subject Lot, and which specifically reflect therein the structural components, size, shape, height, dimensions, floor plan or layout, materials and colors of the proposed Improvement, and the types of construction, (ii) elevations of all proposed Improvements and the location of all proposed Improvements on the Lot in question, (iii) a standard for what constitutes substantial completion based on current industry practices and customs, and (iv) such other items as the Design Review Board requires. Applicants must also submit proof of financial capacity either by way of a certified financial statement or proof of financing sufficient to complete the project structure and landscaping plus a minimum of 10% contingency. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with plans and specifications that have been approved by the Design Review Board. Any modification to the approved plans and specifications must be reviewed and approved by separate application.

b. **Review Fee.** A review fee of \$300.00, as same may be modified in the future by the Board or the Design Review Board, whichever applicable, shall be submitted together with those items required to be submitted pursuant to this Section. Should the Design Review Board reject, and or require modifications or changes, to any plans and/or specifications due to deviations in said plans or specifications from the Design Documents, then and in that event the Owner who submitted said plans and specifications shall pay another review fee of \$300.00 (or such amount as the said



Review Fee may have been increased to by the Board or Design Review Board, as applicable). When an Owner resubmits revised plans and specifications, the Board or Design Review Board, as applicable, shall have the discretion to waive any such additional review fees if, in its sole discretion, it determines that the deviations from the Design Documents were not significant.

c. **Approval Timeline.** The Design Review Board shall, within thirty (30) calendar days after receipt of each submission of the plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of the plans, or (ii) the disapproval of such plans, specifying the segments or features of the plans which are objectionable and suggestions, if any, for the curing of such objections. One (1) set of plans shall be returned to the Owner with comments. In the event the Design Review Board fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the plans, the applicant may give the Design Review Board written notice of such failure to respond, stating that unless the Design Review Board responds within ten (10) days of receipt of such notice, approval shall be deemed granted. Upon such further failure, approval shall be deemed to have been given, subject to the right of Declarant to veto approvals by the Design Review Board as set forth in this Section. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Documents, if any, unless a variance has been granted in writing pursuant to Section 8.8. If the application is denied, a formal appeal may be made in writing to the applicable Association, attention: Design Review Board. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid is deposited with the U. S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery. An application for withdrawal of plans may be made by an Owner without prejudice.

d. **Contractors' Permit.** Builders and/or General Contractors must obtain a "Teche Ridge Right of Entry to Construct Permit" at the time of design approval. This will issue a contingent "Right of Entry to Construct" to the Owner's Builder. Should the Builder fail to maintain the site in good condition and adhere to the Builder's Code of Conduct, the Design Review Board may revoke the Builder's right of entry to construct. All damages incurred by the Builder, Contractor or owner for the Builder's non-compliance and disruption of the work schedule are to be borne by the offending entity and will not create a liability of action against the Design Review Board.

e. **Declarant Approval.** Within three (3) days after the Design Review Board has approved any application relating to proposed Work, the Design Review Board shall give written notice to Declarant of such action, together with such other information as Declarant may require. Declarant shall have ten (10) days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the Design Review Board and the applicant.

f. **Construction Timeline.**

(1) **Commencement.** If construction does not commence on any Work for which approval has been granted within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to re-submit plans for reconsideration in accordance with the Design Documents as are then in effect prior to commencing such Work.

(2) **Completion.** All Work shall be completed within two (2) years of commencement or such other period as may be specified in the notice of approval, unless completion is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the Design Review Board. Any approval given pursuant to this Declaration by the Design Review Board, Declarant or an Association, as applicable, shall not relieve an Owner of his/her/its obligation to obtain



any approvals from a Governmental Authority. If such governmental approval is required and not obtained by the Owner, the Declarant, the applicable Association and/or the Governmental Authority may take whatever actions are necessary against the Owner to force compliance. A structure not completed within two years will be considered non-conforming and subject to re review and enforcement by the Design Review Board of new codes and new standards during the interim year.

(3) **Periodic Inspection.** Periodic inspections may be made by Declarant and the Design Review Board at any time during construction and when construction is complete to determine compliance with the approved plans. Such inspections are not intended as a protection or service to the home owner. These inspections are limited to determining that the owner is complying with Architectural, Design and Site Maintenance Requirements.

(4) **Construction must be continuous.** Structures started and then stopped or abandoned for more than 30 days without substantial progress will be considered abandoned. Substantial progress is defined as improvements during a month's period equal to or greater than 10% of the total project value. The Design Review Board has the obligation in the instance of abandoned construction to seek proof of the ability to finish the project on schedule and to seek specific performance, remedy, or action for damages within the courts and laws of the State of Louisiana to enforce completion of the project by the owner to prevent a blighted condition within the community.

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

#### **Section 8.4 Plan Review and Approval Procedure for Commercial and Mixed Use Lots.**

a. **Types of Submittals.** There shall be three (3) types of submittals in the review process: an optional conceptual submittal; preliminary plan submittal, which shall include all design development documents; and final plan submittal, which shall include all construction documents.

b. **Conceptual Submittal and Pre-Application Meeting.** The Owner and his architect may arrange a "Pre-Application Meeting" with the Design Review Board and the Declarant before any plans have been prepared to discuss concepts and goals of the Owner, Design Review Board and Declarant. Conceptual submittal shall be presented at the Pre-Application Meeting to review the conceptual site, plan, and elevations and to alleviate any confusion of a party's interpretation of the Design Code.

c. **Preliminary Plan Submittal.** Each Owner of a Commercial or a Mixed Use Lot shall submit an application for preliminary architectural review and approval in such form as may be required by the Design Review Board (**"Commercial Application"**). The Commercial Application shall include:

(1) Four (4) full sets of plans and specifications (**"Commercial Plans"**) prepared by an architect drawn to a scale typically produced by an architect in a 24" x 36" sheet format, printed legibly and showing the site layout, building setbacks, height of proposed improvements, proposed architectural materials, floor plans, elevations, proposed color palette, summary of parking requirements, landscaping, drainage,



lighting, irrigation and other features of the proposed construction, as required by the Design Code and as otherwise required by the Design Review Board.

(2) a complete list of all builders and contractors to be used on the job.

(3) a non-refundable fee in the amount of \$1,000.00.

(4) floor plans, exterior building elevations indicating all materials and a site plan showing the site acreage, survey clearing, and topography; any existing improvements (such as utilities and fences); percentage of the site devoted to open space; existing vegetation, including trees to be preserved on landscape easements and along landscape setbacks on external and internal streets; building location and its size; building setbacks/dimensions; parking setbacks/dimensions; parking lot configuration, capacity and ratio; service areas, trash receptacles, mechanical equipment locations with screening method and details; fencing, if any; satellite dish or other similar items along with method of screening; sign location and details of sign; proposed irrigation layout; proposed landscaping plan; proposed colors; photo-metric drawing of the site lighting; monument signs and building signage; civil plan indicating drainage building finished floor, elevation and utility connections; and method of compliance with storm water management.

(5) rendering or colored sketch of exterior building appearance.

(6) colored elevation renderings.

(a) The Design Review Board may require the submission of additional information as it deems necessary to consider the Commercial Application.

Additional preliminary plan submittals may be assessed another non-refundable fee of \$500.00 per review if the Owner makes significant changes to the Commercial Plans, or if the Commercial Plans do not incorporate design elements required by the Design Code, or if the Design Review Board must schedule an additional review. No partial submittals shall be accepted. All Commercial Plans approved hereunder shall be at the discretion of the Design Review Board and shall be signed and sealed by a licensed architect. The commercial project shall be named before it receives final approval.

d. **Other Materials.** Prior to preparing a Commercial Application, the Owner of the Commercial Lot should obtain copies of the Design Code from Declarant and such additional infrastructure plans as required to properly integrate the proposed Improvements with existing off-site and utility improvements adjacent to the Owner's site. In addition, the Owner should obtain copies of the most recent local zoning and property restrictions of record and building codes. Teche Ridge is subject to both City and Parish and Declarant's development requirements.

e. **Preliminary Approval Procedures.** The Design Review Board shall, within thirty (30) business days after receipt of each submission of a completed Commercial Application, return one (1) set of the Commercial Plans to the Owner, with a written notice describing the Design Review Board's comments, at an address specified by that Person at the time of submission, and one (1) set of the Commercial Plans shall be retained by the Design Review Board. If the Design Review Board receives an incomplete application, it shall notify the Owner of the deficiencies in the Commercial Application within ten (10) business days of receipt. After review of the Commercial Application, the Design Review Board shall return the Commercial Plans to the Owner marked "approved" or "approved subject to conditions" or "not approved". In the event the Design Review Board fails to advise the submitting Person by written notice within the time set forth above of either the approval or disapproval of Commercial Plans, the Owner may give the Design Review Board written notice of the failure to respond, stating that unless the Design Review Board responds within five (5) business days of receipt of such notice, approval shall be deemed granted. Upon further failure of the Design Review Board to so advise the Owner, approval shall be deemed to have been given, subject to the right of Declarant to veto approvals by the

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Design Review Board. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Code unless a variance has been granted in writing pursuant to Section 8.8. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid is deposited with the U. S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of written notice also shall be sufficient and deemed to have been given at the time of delivery. After the Owner incorporates all necessary changes, Owner shall resubmit two (2) sets of its Commercial Plans for Final Approval of the Preliminary Submittal. One (1) set shall be returned to the Owner marked as approved. Commercial Plans approved in the preliminary submittal stage shall be submitted to the State Fire Marshall for approval prior to final plan submittal. No approval shall be deemed given to any incomplete application.

f. **Final Plan Submittal.** Each Owner who has received preliminary approval shall submit its final plan to the Design Review Board for final approval. The submittal shall include:

- (1) A non-refundable review fee of \$1,000.00;
- (2) Samples of exterior building materials mounted on boards (24" x 36" material boards);
- (3) Color board (with a 4" x 6" labeled sample of each color to be used);
- (4) Colored elevation rendering(s) with applications of materials;
- (5) Summary of square footage to satisfy the parking standards;
- (6) Legal closing documents showing acreage, buyer/seller, and closing date;
- (7) Signage plan (temporary and permanent locations and square footage); and
- (8) All the information required for preliminary plan review.

g. **Final Approval Procedures.** The same procedure as set forth in subsection (e) above shall be followed for final approval.

h. **Final Declarant Approval.** After the Declarant has reviewed all submittals, Declarant shall issue a written notice to Owner describing any additional changes or stating that the Commercial Plans are approved. This notice shall be mailed to the Owner within thirty (30) days of the final plan submittal. The Commercial Plans shall meet all applicable local codes and ordinances, and Declarant shall not be responsible for any code or ordinance interpretation. Owner shall be responsible for all permits, plans, soils reports, utility letters, variances or any other legal documents or permissions required for constructing on a site. **No Building or Improvement may be constructed on any Lot without final approval by the Declarant, regardless of the approval of the Design Review Board.**

i. **Construction Timeline.** Commercial Plan approval is valid for six (6) months from the date of final approval. If construction does not commence on any Work for which final approval has been granted within such six (6) month period, the approval shall expire and the Owner must re-submit Commercial Plans for reconsideration in accordance with the Design Code, then in effect prior to commencing Work. All Work shall be completed within two (2) years of commencement or such other period as may be specified in the notice of approval ("**Project Completion Period**"), unless completion is delayed due to causes beyond the reasonable control of the Owner, such as an event of force majeure, hurricane, act of God, fire, explosion, extraordinary flood or similar occurrence (but not including reasonably foreseeable weather conditions). If all such

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Work is not Substantially Complete within the Project Completion Period, Owner shall pay to the Business Association the sum of **TWO HUNDRED AND 00/100 (\$200.00) DOLLARS** per day for each day which improvements remain uncompleted until the date on which they are Substantially Complete. "**Substantially Complete**" for purposes of this Subsection shall be deemed to occur on the date a permit or certificate for occupancy of the Commercial Lot is issued by the applicable local governing authority. Upon completion, the builder shall submit to the Design Review Board a signed statement indicating that the project has been constructed according to the approved Commercial Plans and specifications.

**Section 8.5 Consideration by Design Review Board.** The Design Review Board may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding Dwellings, Improvements and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Documents, architectural style or design, quality of workmanship and material, and quality and size of the proposed Improvements. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. Each Owner agrees and acknowledges that the listing in this subparagraph c. is not a complete listing and that in reviewing applications the Design Review Board may consider such other factors as the Design Review Board may in its sole discretion deem appropriate.

**Section 8.6 Enforcement.** Any Work performed in violation of this Article or in a manner inconsistent with the approved plans shall be deemed to be nonconforming. Upon written request from Declarant, an Association, a Board, or the Design Review Board and an opportunity for a hearing, Owners shall, at their own cost and expense, remove any non-conforming structure or Improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Upon demand, the Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section, together with interest at the maximum rate then allowed by law. Should an Owner fail to remove and restore as required, the Design Review Board, Declarant or the applicable Association may bring an action for specific performance, declaratory judgment or injunction and shall be entitled to recover its actual attorney's fees in bringing such action.

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

**Section 8.7 No Waiver of Future Approvals.** Each Owner acknowledges that the Persons reviewing applications under this Article will change from time to time and that decisions regarding aesthetic matters and interpretation and application of the Design Documents may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the Improvements involved, but the Design Review Board may refuse to approve similar proposals in the future. Approval of proposals, plans and specifications, or drawings for any Work done or proposed, or in connection with any matter requiring approval, shall not be deemed a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters whenever subsequently or additionally submitted for approval.



**Section 8.8 Variances.** All variance requests must be made in writing. The Design Review Board may, but shall not be required to, grant a variance from compliance with any of the provisions of the Design Documents when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, or when architectural merit warrants such variance, as it may determine in its sole discretion. Such variances shall be granted only when, in the sole judgment of the reviewing entity, unique circumstances exist. No Owner shall have any right to demand or obtain a variance. No variance shall (a) be effective unless in writing, (b) be contrary to this Declaration, or (c) stop the Design Review Board from denying a variance in other circumstances. Notwithstanding the foregoing, any Work performed pursuant to a variance granted by the Design Review Board shall nevertheless be performed in compliance with the other terms and provisions of this Declaration and the Design Documents. If a variance is granted, no violation of this Declaration or the Design Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration for any purposes except as to the particular instance covered by the variance, and in no case shall the granting of a variance in one instance obligate the Design Review Board to grant a variance in another instance.

**Section 8.9 Limitation of Liability.** The standards and procedures established by this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics and monetary values of the Property and to maximize compliance with the Declaration and the Design Documents for the benefit of all Owners, but shall not create any duty to any Person. Declarant, the Design Review Board, the Associations, the Boards, or any member thereof does not:

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

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

**Section 8.10 Warranty.** Neither the approval by the Design Review Board of any plans or specifications for any Work nor any review, inspection or observation of such Work shall in any manner constitute a warranty, representation or the undertaking of any duty or obligation on the part of the Design Review Board, the Associations, the Boards, Declarant or their respective members, agents, employees, partners, and representatives, to any person, that any method, practice, design, material or structure, contained, shown or specified in any plans or specifications approved by the Design Review Board, or reviewed, inspected or observed by the Design Review Board or its members, (a) is safe or proper or sound or free from defects or vices or is invested with any quality or characteristic whatsoever, (b) complies with the requirements of this Declaration or the Design Documents, (c) complies with the requirements of any contract, agreement or instrument, (d) complies with the requirements of any law, ordinance or regulation applicable to Owner's Lot and/or the Work which Owner proposes to have performed on the Lot, or (e) does not create an encroachment on a



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

#### **Section 8.11 Release From Liability.**

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

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

**Section 8.12 Use of Materials or Components.** The use of any material or components as indicated within the Design Documents or this Declaration shall be solely at the risk of the Owner of a Lot and shall import no liability to the Associations, Declarant or their assigns. The materials listed in the Design Documents or in this Declaration are not intended to constitute or otherwise create any representations, guarantees, or warranties to any party in relation to the structural integrity or adequacy when used for any component of Improvements to be built within Teche Ridge. It shall be the responsibility of the Owner, or other proposer, when considering usage of any material on any project within Teche Ridge to have an independent review and evaluation of the adequacy of any component or element contained herein to assure their acceptability for the intended end uses.

### **ARTICLE 9 MAINTENANCE AND REPAIR**

#### **Section 9.1 Maintenance.**

a. **Common Area.** The Associations shall maintain their Common Area (as shown on the Initial Plat attached hereto) in a manner consistent with the Community-Wide Standard unless such maintenance responsibility is otherwise assumed by or assigned to a condominium or similar owners association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Common Area.

b. **Alleys and Streets.** The Associations shall maintain all Streets not dedicated to the public within Teche Ridge in good repair, including filling potholes, striping, clearing of debris and otherwise maintaining such roadways in a safe, operable condition. The Associations shall pay for ten percent (10%) of the maintenance for Alleys and shall assess the Owners of Lots abutting such Alleys equally on a pro rata



basis as a Special Assessment the remaining 90% of such maintenance. Ownership of Alleys shall remain with the adjacent Owners as provided in Section 14.5.

c. **Street Lights.** The Association is responsible for the management of the street light maintenance by the electrical service provider and the costs of operation, if any.

d. **Service Areas.** Upon Board resolution, the Owners of Lots within a Service Area shall be responsible for paying, through Service Area Assessments, the costs of operating, maintaining and insuring certain portions of the Common Area within or adjacent to such Service Area. This may include, without limitation, the costs of maintaining any signage, right-of-way and green space within the Service Area or between the Service Area and adjacent public Roads or private Streets within the Service Area, and lakes or ponds within the Service Area, regardless of ownership and regardless of the fact that such maintenance may be performed by the applicable Association; provided, however, all areas which are similarly situated shall be treated the same. The Associations may assume maintenance responsibility for any portion of their Property within any Service Area, in addition to any additional property designated by a Supplemental Declaration, either by agreement with the Service Area Committee, or because, in the opinion of its Board, the level and quality of existing service is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this Section shall be assessed as a Service Area Assessment only against the Lots within the Service Area to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

**Section 9.2 Responsibility for Insurance.** Each Owner shall be responsible for obtaining and maintaining property insurance on all insurable Improvements on his or her Lot, unless either a condominium or other owners association of which the Lot is a part, or its Association, carries such insurance (which they may but are not obligated to do hereunder). If such Association assumes responsibility for obtaining any insurance coverage on behalf of its Owners hereunder, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner thereof pursuant to Section 13.12. Each Owner shall also maintain liability insurance to fund its obligation to indemnify such Association and the Joint Committee pursuant to Section 12.4.

**Section 9.3 Damage or Destruction.** Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Lot the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 8 of this Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

**Section 9.4 Other.** The requirements of this Section shall apply to any condominium or similar owners association responsible for any portion of the Property in the same manner as if it were an Owner and such property were a Lot. Additional recorded covenants applicable to any portion of the Property may establish more stringent requirements for maintenance, insurance and rebuilding or reconstructing structures on the Lots within such portion of the Property and for clearing and maintaining such Lots in the event the structures are not rebuilt or reconstructed.

**Section 9.5 Standard of Performance.** Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Boards and the Design Review Board may determine to be necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard, all applicable Reservations, and the requirements and restrictions set forth in this Declaration.



**Section 9.6 Failure to Perform Maintenance.** In the event that an Association fails to properly perform its maintenance responsibilities hereunder, Declarant may, upon not less than ten (10) days' notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred in connection with the performance of such maintenance.

**Section 9.7 Costs.** Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Area pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Area shall be a Service Area Expense assessed against the Service Area(s) to which the Exclusive Common Area is assigned, notwithstanding that the Association may be responsible for performing such maintenance.

### **PART THREE: GOVERNANCE AND ADMINISTRATION**

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

## **ARTICLE 10 GOVERNANCE OF TECHE RIDGE**

**Section 10.1 Creation of Associations.** An integral part of the development plan for Teche Ridge is the creation of Teche Ridge Homeowners' Association, Inc., an association to be comprised of all owners of residential real property within the Property (the "**Homeowners' Association**"), which shall operate and maintain various Common Area and community Improvements and administer and enforce this Declaration and the other Governing Documents as they relate to its members. Another integral part of the development plan is the creation of Teche Ridge Business Owners Association, Inc., an association to be comprised of all owners of commercial real property within the Property (the "**Business Association**"), which shall operate and maintain various Common Area and community Improvements and administer and enforce this Declaration and the other Governing Documents as they relate to its members. In addition, the Homeowners' Association and the Business Association shall establish mechanisms to realize the goal of creating a community in which good citizenship and community service are encouraged from all residents, such as creating a Teche Ridge Council or Joint Committee to coordinate efforts between the residents and the commercial owners within Teche Ridge.

**Section 10.2 Homeowners' Association.** The Homeowners' Association is the entity responsible for the management, maintenance, operation and control of the Common Area, within the portions of the Property which are designated residential on the Initial Plat or in a residential mixed-use Building. The Homeowners' Association is also responsible for maintaining all parks, community buildings and centers, recreational facilities, alleys/lanes and any community website and intranet. It governs the relationship of residents among one another. It plans and conducts community events. It acts as a clearinghouse for information, maintains a calendar of events and facilitates communication among the different groups and interests within the community.

**Section 10.3 Business Association.** The Business Association is the entity responsible for the management, maintenance, operation and control of the Common

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Area within the portions of the Property which are designated commercial or mixed-use on the Initial Plat, enforcing Rules and Regulations and for promoting business for the members with common events and promotional activities. All property designated for commercial use shall be governed by the Business Association, except for multi-family residential buildings which shall be governed by the Homeowners' Association in all cases. The Business Association may also serve as a merchant's association for the advertising and business development activities of commercial Owners in Teche Ridge, if so decided by the Board of Directors of the Business Association and as set forth in such Association's Bylaws.

**Section 10.4 Joint Committee.** Upon the approval of a majority of each Association, there may be created a Teche Ridge Council or Joint Committee to serve as a unifying entity for the residential and nonresidential elements of Teche Ridge and shall act as an advisory committee for such issues as may involve the community as a whole. Declarant shall appoint one (1) member of the Joint Committee, and each Association shall appoint one (1) member of the Joint Committee. At such time as Declarant has sold all Lots in Teche Ridge, each Association shall appoint two (2) members to serve on the Joint Committee. Declarant and the Associations shall cooperate with the Joint Committee in upholding the Community-Wide Standard for Teche Ridge. Notwithstanding anything contained herein to the contrary, the Associations may delegate any of their maintenance responsibilities hereunder to the Joint Committee by agreement with the Joint Committee, including any portion of the Common Area. No such delegation shall be revoked without the written consent of the Joint Committee.

**Section 10.5 Membership.** Membership in an Association shall be appurtenant to and may not be separate nor apart from ownership of any Lot. Every Owner of a Lot designated as residential on the Initial Plat, or any portion of a mixed-use Building wherein the residential portion is separately owned shall be a Member of the Homeowners' Association. Every Owner of a Lot designated as commercial or mixed-use on the Initial Plat shall be a Member of the Business Association. In the case of a Live Work Unit, the Owner shall be a member of each Association; provided that no Home Office shall be considered a "live work unit".

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

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

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

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thereafter for the purpose of determining the identities of the Owners of Lots. The records of the Associations, for the purpose of identifying Members entitled to notice of any meeting of Members, shall consist of (i) the cash sales, deeds or other instruments pursuant to which Declarant initially transferred title to Lots, and (ii) those notices given to the Associations pursuant to the requirements of this Section.

**Section 10.6 Function of Associations.** The Associations are the entities responsible for management, maintenance, operation and control of their respective Common Areas within the Property in good, clean, attractive and sanitary condition, order and repair, consistent with this Declaration, the Community-Wide Standard and the Design Documents. The Associations shall plan and conduct common events to the benefit of their members and are empowered to administer their respective associations. Both collect fees from their members to fund these services. These initial associations are intended to serve Teche Ridge as a whole and to serve as the "**Parent Associations**" for smaller, subordinate, neighborhood associations as Teche Ridge grows. The Associations shall be the primary entities responsible for enforcement of this Declaration and the Rules and Regulations regulating use of the Property as the Board may adopt. Upon delegation by Declarant or termination of Declarant's authority over certain architectural matters, pursuant to the provisions of **Error! Reference source not found.**, the Associations shall also be responsible for administering and enforcing the Architectural Standards and controls set forth in this Declaration and in the Design Documents through the Design Review Board with respect to their respective portions of the Property. The Associations shall perform their functions in accordance with this Declaration, their Bylaws, their Articles, Louisiana law, and any rules adopted by the Design Review Board.

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

**Section 10.7 Acceptance and Control of Association Property.** The Associations may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant and its designees may convey to an Association improved or unimproved real estate located within the Property, personal property, leasehold and other property interests; provided, however, Declarant shall not convey any real estate to an Association as Common Area which it knows to contain hazardous substances which would require remediation or create liability for the property owner under state or federal law. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association, not inconsistent with this Declaration, and this Declaration. Declarant shall convey the initial Common Area to the Associations prior to the conveyance of a Lot to any Person other than a Builder; provided that Declarant convey that portion of the Common Area which is designated residential on the Initial Plat or as otherwise set forth in Section 14.2 herein only to the Homeowners' Association and that portion of the Common Area which is designated commercial on the Initial Plat or as otherwise set forth in Section 14.2 herein only to the Business Association.

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

- a. water, sewer, electrical, telephone, cable television or other utility services, including the supply or irrigation water, and garbage and trash collection and disposal;
- b. laundry equipment or service;
- c. insect and pest control;



- d. improvement of vegetation, fishing and wildlife conditions;
- e. pollution and erosion controls;
- f. emergency rescue, evacuation or safety equipment;
- g. fire protection and prevention;
- h. lighting of their respective Common Roads and Streets;
- i. security systems and security patrols within Teche Ridge;
- j. transportation;
- k. day care and child care services;
- l. landscape maintenance for and within their respective Common Areas;
- m. recreation, sports, craft and cultural programs;
- n. newsletters or other information services;
- o. maintenance of yards on Lots (which includes without limitation thereto grass cutting and maintenance of shrubbery and flower beds),
- p. any other service allowed, or not prohibited, by law to be provided by a community association organized as a not-for-profit corporation, and
- q. maintenance of Utility Easement areas, public rights-of-way and other public or private properties located within reasonable proximity to Teche Ridge if its deterioration would affect the appearance of or access to Teche Ridge, or if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

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

**Section 10.9 Contracts.** Each Association may contract with Declarant, the other Association, or any other party for (a) the performance of all or any portion of the management of an Association, (b) its maintenance and repair obligations, or (c) the purpose of providing any services of a municipal, utility, or similar nature which the Association deems necessary, appropriate or desirable to enhance the Community-Wide Standard, the lifestyle within the Property, and/or the amenities available to Owners, and which the Association is authorized to provide as set forth in this Article 10. The cost of such contract(s) shall be included within the General Assessment, Neighborhood Assessment, Special Assessment or Individual Lot Assessment as applicable and as determined by the Board. The Associations are hereby granted an irrevocable power of attorney, coupled with an interest, to contract for routine maintenance and other services not required to be provided by the Associations, but the cost of which would be assessed to that Owner as an Individual Lot Assessment. For the purpose of exercising this agency, each Owner does grant an irrevocable power of attorney to their respective Association, which is a power coupled with an interest, and such Association in that capacity may act on behalf of, and as said Owner's agent and attorney-in-fact to accomplish the authority intended as set forth in the first part of this sentence. The terms and conditions of all such contracts as are entered into pursuant to this Section shall be at the discretion of the Board.



**Section 10.10 Powers of the Association to Other Associations.** The Associations shall have the power to veto any action taken or contemplated to be taken by any condominium or similar owners association having concurrent jurisdiction with the Associations over any portion of the Property (herein, the "**homeowners association**") which the Board determines to be adverse to the interest of an Association or its Members or inconsistent with the Community-Wide Standard. The Associations also shall have the power to require specific action to be taken by any homeowners association in connection with any of its obligations and responsibilities. Without limiting the generality of the foregoing, the Associations may (a) require specific maintenance or repairs or aesthetic changes to be effectuated by the homeowners association, and (b) require that the homeowners association include certain items within its budget and that specific expenditures be made. Any action required by the Associations in a written notice pursuant to the foregoing shall be taken within the time frame set by such Association in such written notice. If the homeowners association fails to comply with the requirements set forth in such written notice, the Associations shall have the right to effect such action on behalf of the homeowners association. To cover the Associations' administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of such Association, the Associations shall assess the Lots subject to the jurisdiction of such homeowners association for their pro rata share of any expenses incurred by such Association in taking such action in the manner provided in Section 13.12, such assessments being collected as a Specific Assessment hereunder and subject to all lien rights provided for herein.

**Section 10.11 Volunteer Organizations.** One of the important functions of the Associations is to encourage and facilitate the organization of volunteer organizations within the community which will serve the interests of community residents as they may be identified from time to time. The Associations may maintain a data bank of residents interested in volunteer organizations and may make such data available to volunteer organizations within the community. The Associations, by Board resolution, may also establish or support the establishment of charter clubs or other organizations as it deems appropriate to encourage or facilitate the gathering of Owners and residents of Teche Ridge to pursue common interests or hobbies. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. The Boards may provide for such organizations to be funded by the Associations as a Common Expense subject to such rules regarding participation, area of interest or other matters as the Board, in its discretion, may establish. Any charter club shall operate in accordance with the resolution establishing it. The Associations through their bulletin boards and publications, may assist community groups, religious groups, civic groups, youth organizations, support groups, and similar organizations in publicizing their meetings, events, and need for volunteer assistance. The nature and extent of any such assistance shall be in the Board's sole discretion. It is not intended that an Association spend its funds for specific advertising or promotion of events of such volunteer groups unless its Board determines that they merit such support as benefiting the entire community. An Association's contribution will be supplemental to funds raised by the volunteer organization. No organization or club created pursuant to this Section shall use the name "Teche Ridge" or any variation thereof without the prior written approval of Declarant.

**Section 10.12 Municipal Incorporation.** Neither the Joint Committee nor the Associations shall sponsor, support or encourage the incorporation of all or any part of the Property as a separate municipality.

**Section 10.13 Relationship With Tax-Exempt Organizations.** Declarant, the Homeowners' Association or the Business Association, as applicable, may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive servitudes over the Common Area to non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Property, an Association, its Members, or residents. An Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a Common Expense and included as a line item in the

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Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Section 501(c)(3), as the Code may be amended from time to time. An Association may maintain multiple-use facilities within any portion of its respective Property and allow temporary use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

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

a. **Class "A".** Class "A" Members of the Homeowners' Association shall be all Owners of property designated as residential or live/work on the Initial Plat or any portion of a mixed-use Building wherein the residential portion is separately owned, except Declarant for so long as Declarant remains a Class "B" Member. Class "A" Members of the Business Association shall be all Owners of property designated as commercial or mixed-use on the Initial Plat, except Declarant for so long as Declarant remains a Class "B" Member. Each Class "A" Member shall have one (1) vote for each Lot which they own; provided, there shall be only one (1) vote per Lot and, no votes shall be exercised on account of any property which is exempt from assessment under Section 13.6. When more than one (1) Person holds an interest in any Lot, all such persons shall be Members, provided, however, that the vote for such Lot shall be exercised as they determine and advise the Secretary of its Association in writing prior to the close of balloting. In no event shall more than one vote be cast with respect to any Lot which is owned by more than one (1) Person. Corporations, limited liability companies, partnerships and other entities shall notify the Association of the natural person who is authorized to exercise its vote; such entities shall provide such evidence of appointment and authority as its Board of Directors may require.

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

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

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

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

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

**Section 10.15 Board of Directors.** Each Association shall be governed by a board of directors which shall, on the members' behalf, direct the day-to-day decisions regarding the maintenance of Teche Ridge and the enforcement of this Declaration.

a. **Initial Composition.** Each Board shall initially consist of at least three (3) persons each of whom shall be appointed by Declarant. When at least one third



(1/3) of the Lots have been conveyed to Owners other than Declarant and while Declarant is the Class "B" Member, the Class "A" membership in the Homeowners' Association or Business Association, as applicable, shall be entitled to vote and elect one (1) member of the Board of Directors for their respective Association, and the remaining members of the Board of Directors shall be selected by the Class "B" Member.

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

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

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

**Section 10.16 Implied Rights; Board Authority.** The Associations may exercise any right or privilege given to it expressly by this Declaration or their Bylaws, and any right or privilege which could reasonably be implied from or which is reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, their Bylaws or by law, all rights and powers of the Associations may be exercised by their Board without a vote of the membership of the Association.

**Section 10.17 Personal Liability.** No member of a Board, the Design Review Board or any committee of an Association, no officer of an Association and no manager or other employee of an Association shall be personally liable to any Member, or to any other Person including the Associations, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of an Association, its Board or any member thereof, the Design Review Board or any member thereof, the Design Review Board, or any member thereof, the manager, any representative or employee of an Association, any officer of an Association or any member of any committee of an Association; provided, however, the limitations set forth in this Section shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

**Section 10.18 Indemnification of Officers, Directors and Others.**

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

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



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

**Section 10.19 ENHANCEMENT OF SAFETY.** THE ASSOCIATIONS MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED TO ENHANCE THE SAFETY OF THE PROPERTY. NEITHER THE ASSOCIATIONS, DECLARANT, NOR ANY SUCCESSOR OF EITHER ASSOCIATION OR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNATED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, AND ANY SUCCESSOR OF DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

## **ARTICLE 11**

### **TECHE RIDGE FOUNDATION.**

*The Foundation is responsible for the encouragement and promotion of the arts and cultural events within Teche Ridge. While Declarant will control the Foundation during the development stage, the Owners themselves will be responsible for the continuation of the community through their participation in the Foundation.*

**Section 11.1 Purpose and Duties.** The Foundation is responsible for the promotion of the arts, cultural events, community events and charitable activities in Teche Ridge. It may take such actions as are consistent with such purpose and this Declaration. The power of the Foundation to promote and encourage the arts, cultural events, community events and charitable activities shall be liberally construed in favor of authorizing such actions. The Teche Ridge Foundation is administered by the Declarant, and is independent of the administration of the Residents and Business Associations. All other organizations operating within Teche Ridge such as community interest groups, sports organizations, gardening clubs and building condominium associations are subject to the Rules and Regulations and policies adopted by the Residents or Business Association.

**Section 11.2 Nature.** The Foundation shall be organized as a non-profit corporation under the laws of the State of Louisiana as an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

**Section 11.3 Members.** Every Owner shall be a member of the Foundation. Foundation membership shall be appurtenant to and not separable from title to any Lot in Teche Ridge. Persons who are not Owners may apply for membership into the Foundation by sending such application to the Foundation Board or by following any guidelines for membership as may be promulgated by the Foundation Board.



**Section 11.4 Transactions.** The Foundation may contract with Declarant or any other party for the performance of all or any portion of the management or operation of the Foundation, which shall be subject to the approval of the Board of Directors of the Foundation. All terms and conditions of any such contract shall be at the discretion of the Board of Directors of the Foundation.

**Section 11.5 Voting Rights.** The Foundation shall have the same voting classes as the Associations, consisting of the Class A members and the Class B member, on the same terms as described in Section 10.14. In the event the Foundation agrees to assess two (2) Lots, or parts of Lots, as a single Lot as authorized under Section 13.5, the Owner(s) of such Lots or portions of Lots, shall have only one (1) vote, with respect to such Lots or parts of Lots.

**Section 11.6 Meetings of Members.** If requested by at least ten (10%) percent of the Foundation Members, a meeting of the Foundation Members may be called and the taking of any action set forth in subparagraph a. above may be repealed by a majority vote of the Foundation Members.

**Section 11.7 Board of Directors.** The Foundation Board shall consist of at least three (3) directors appointed by Declarant.

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

**Section 11.8 Foundation Articles and Foundation Bylaws.** Additional provisions concerning the operation and management of the Foundation and the Foundation Board are contained in the Articles of Incorporation of the Foundation and the Bylaws of the Foundation.

**Section 11.9 Foundation Budget.**

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

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

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

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

e. **Approval of Budget.** Such budget and Foundation Assessment shall become effective unless disapproved at a meeting by members of the Foundation representing at least seventy-five (75%) percent of the total Class "A" votes in the

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Foundation and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on the petition of the members of the Foundation as provided for special meetings in the Bylaws of the Foundation, which petition must be presented to the Foundation Board within ten (10) days after delivery of the budget and notice of assessment. Notwithstanding the foregoing, if Foundation Assessments are to be increased to greater than 125% of the previous year's Foundation Assessment, and at least ten (10%) percent of the members of the Foundation request review within thirty (30) days after the budget is delivered to the members of the Foundation, the Foundation Board shall call a Community Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the members of the Foundation. If the budget is rejected, the Foundation Board shall approve a new budget within ten (10) days and send a copy to each member of the Foundation.

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

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

## **ARTICLE 12** **INSURANCE**

*Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Association Boards to select insurance coverage that is reasonable for the conditions that exist at that time.*

**Section 12.1 Review of Coverage.** Each Board shall arrange for the review of the sufficiency of limits of coverage for each type of insurance at least once a year by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the New Iberia, Louisiana area.

**Section 12.2 Required Coverages of Association.** The Associations, acting through its respective Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

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

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b. **Casualty.** Casualty insurance on its Common Area for fire damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the coinsurance percentage stipulated in the policy, but in any event not less than eighty (80%) percent of the insurable value (based upon replacement) of the Improvements constructed on its Common Area.

c. **General Liability.** Commercial general liability insurance on its Common Area, insuring the Association and its Members for damage for injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf insuring against liability arising out of, or incident to, the ownership and use of its Common Area and any water access located on or adjoining Teche Ridge. If generally available at reasonable cost, the commercial general liability coverage (including both primary and any umbrella policies) shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which its Board, in the exercise of its business judgment, deems advisable, the Association shall obtain such additional coverages or limits. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, its Board or other Owners.

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

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

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

**Section 12.3 Lot Coverage.** Each Owner shall obtain casualty insurance for Improvements on his/her/its Lot, naming its Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the coinsurance percentage stipulated in the policy, but in any event not less than eighty (80%) percent of the insurable value (based upon replacement) of the Improvements constructed on the Lot. Each Owner by accepting title to a Lot in Teche Ridge agrees that each policy of casualty insurance insuring the Lot and any Improvements thereon shall contain a waiver of all subrogation rights as against its Association. If requested by its Association, an Owner shall provide evidence of such insurance to the Association.

**Section 12.4 Other Coverage by Owner.** Each Owner shall maintain liability insurance to fund its obligation to indemnify its Association and the Joint Committee pursuant to Section 10.18, subparagraph c.

**Section 12.5 Premiums.** Premiums for all insurance on its Common Area shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained on behalf of a Service Area shall be charged to the Owners of Lots within the benefitted Service Area as a Service Area Assessment;



and (ii) premiums for insurance on Exclusive Common Areas may be included in the Service Area Assessment of the Service Area(s) benefitted unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate.

#### **Section 12.6 Policy Requirements.**

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

b. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of this Section. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to Section 13.12.

c. All insurance coverage obtained by the Board shall:

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

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

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

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

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

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

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

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

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

(5) a cross liability provision; and



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

**Section 12.7 Damage and Destruction.** Immediately after damage or destruction to all or any part of the Property covered by insurance written in the name of the respective Association, its Board or its duly authorized agent shall file all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. The Association Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such Improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves. The Board is under no obligation to replace any damaged improvements to their previously existing condition, and, may instead authorize the construction of different types and designs of new improvements.

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

b. **Proceeds.** Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Service Area, as appropriate, and placed in a capital improvement account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

**Section 12.8 Lot Improvements.** If fire or other casualty damages or destroys a Building or any other Improvements on a Lot, the Owner of that Lot shall immediately proceed to rebuild and restore the Improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Design Review Board. In doing so, the Owner shall comply with the provisions of this Declaration. If the Owner fails to clean and secure a Lot within thirty (30) days after a casualty, its Association may remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Lot safe and attractive. The cost of such clean-up shall be assessed to the Lot Owner as an Individual Lot Assessment pursuant to Section 13.13.

## **ARTICLE 13**

### **FISCAL AFFAIRS**

*To fulfill its obligation to maintain the Commons and perform such other services as provided by the Associations, the Association Boards are responsible for the fiscal management of their respective Association.*

**Section 13.1 Fiscal Year.** The fiscal year of each Association shall begin January 1 of each year and end on December 31 of that year, unless the respective Board of Directors selects a different fiscal year.

**Section 13.2 Budget Items.** The budget for each Association shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by its Board, for working capital for the Association and for reserves. If an Association's Common Area is taxed separately from the Lots by the Parish of Iberia, Louisiana, or by any other Governmental Authority with taxing power, for ad valorem property taxes or any other taxes, such Association shall include such taxes as part of the budget. Fees for



professional management of an Association, accounting services, legal counsel and other professional services may also be included in the budget.

### **Section 13.3 Preparation and Approval of Annual Budget.**

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

b. **Subsequent Years; Notice.** Beginning with the year in which a Lot is first conveyed to an Owner other than Declarant or a Builder, and each year thereafter, at least sixty (60) days before the beginning of each fiscal year, the Board shall, by majority vote, adopt a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 13.15. Thereafter, and in accordance with the budget, the Board shall set the annual General Assessment, at a level sufficient to meet the budget. At least thirty (30) days prior to the beginning of the fiscal year, the Board shall send a copy of the budget in itemized form and notice of the amount of the General Assessment payable by each Member for the following year for which it is to be effective to each Owner.

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

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

**Section 13.4 Authority to Levy Assessments.** Each Association is hereby authorized to levy the Assessments described in this Declaration against all Lots subject to assessment under this Declaration to fund its Common Expenses. The General Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through General Assessments, its Board, in its discretion, may consider other sources of funds available to the Association and the Foundation. The Board shall take into account the number of Lots subject to assessment under this Declaration on the first day of the fiscal year for which the budget is prepared and may consider the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

So long as Declarant has the right unilaterally to annex additional property, Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy, which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's sole discretion.



Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the Common Expense budget and shall be made known to the Members. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between an Association and Declarant.

**Section 13.5 Equitable Division of Assessments.** Unless expressly modified in writing by Declarant or the Homeowners' Association, General Assessments and Special Assessments for Residential Lots shall be assessed equally among all Lots. Each Owner acknowledges and accepts that diversity and shared opportunities are a common goal for the residents of Teche Ridge and agree that in order to promote these values, Assessments may vary among Lots and Owners. Commercial Lots and Mixed Use Lots shall be charged General Assessments and Special Assessments according to the proportionate share of usable square feet, such Lot bears to the total number of usable square feet of all Commercial and Mixed Use Lots, applying the BOMA standards. If an Owner combines two (2) Lots or parts of Lots, with appropriate approval to so combine said Lots, and uses them as a single Lot, the applicable Association and the Foundation may (but are not required to) assess them as a single Lot in accordance with regulations consistently applied. It is understood that the Associations and the Foundation are not required to make the same decision on any requests submitted to them pursuant to this Section. Residential Lot owners may be charged different Assessment amounts based on their ability to pay or other special circumstances as determined by Declarant or the Board of the Homeowners' Association in their sole discretion. **Exempt Property.** The following property shall be exempt from payment of Assessments:

- a. any property owned by Declarant which is included in the Common Area;  
and
- b. any property dedicated to and accepted by any governmental authority or public utility.
- c. In addition, each Board may, but shall not be obligated to, exempt from payment of Assessments any property devoted to museums, art galleries, sports, religious or civic purposes, or educational or family centers.

**Section 13.7 General Assessments.**

- a. **Establishment.** Each Association Board shall set the date or dates General Assessments become due and may provide for collection and payment of Assessments annually or in monthly, quarterly or semiannual installments.
- b. **Date of Commencement.** The annual General Assessments shall begin on the day of conveyance of the first Lot to an Owner other than Declarant. The initial Assessment on any Lot subject to Assessment may be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual General Assessment charged to each Lot, prorated to the day of closing. General Assessments are to be paid in advance by automatic bank draft from a Member's bank account on a recurring basis.
- c. **Discretion of Board.** When determining the General Assessment due from each Lot Owner, each Association Board may, in its sole discretion, but is not obligated to, distinguish between Lots on which Buildings have not been constructed, Lots on which Buildings have been constructed and Lots on which Buildings are in the process of being constructed.
- d. **Initial General Assessment.** As of the date this Declaration is recorded, the General Assessment due from the Owner of each Lot on which no Buildings have been constructed and on which no construction is taking place is \$40.00 per month, payable in advance for each calendar quarter, and such amount may be collected and



received by the applicable Association Board without first establishing a budget. The General Assessment may be thereafter modified without amending this Declaration.

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

**Section 13.8 Capital Contribution Assessment.** At the closing and transfer of title of each Lot to the first Owner other than Declarant, the Owner shall contribute an amount equal to two months' Assessments (which shall include at least the General Assessment and Foundation Assessment for Lots on which no Buildings have been constructed and on which no Buildings are being constructed) or such greater amount as required by Declarant by contract with the Person to whom it may sell a Lot. This contribution shall be used by each Association and the Foundation for the purposes of initial and nonrecurring capital expenses of such Association and the Foundation, respectively, and for providing initial working capital for the Associations and the Foundation, and shall not be considered as a pre-payment of Assessments (including without limitation the General Assessment and Foundation Assessment).

**Section 13.9 Service Area Assessment.** At least sixty (60) days before the beginning of each fiscal year, each Board shall prepare a separate budget covering the estimated Service Area Expenses for each Service Area whose behalf Service Area Expenses are expected to be incurred during the coming year. Each Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration, or the respective Bylaws specifically authorizes the Board to assess certain costs as a Service Area Assessment. Any Service Area may request, through the Service Area Committee or by petition of Owners of at least a majority of the total Lots within any existing Service Area, that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget shall include a capital contribution establishing a reserve fund for repair and replacement of capital items maintained as a Service Area Expense, if any, within the Service Area.

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

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



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

**Section 13.10 Neighborhood Assessment.** A Board may levy Neighborhood Assessments for expenses approved in accordance with this Declaration. Notwithstanding the foregoing, any Neighborhood or Neighborhoods may, by two-thirds (2/3) vote of the Members owning Lots within that Neighborhood, or those Neighborhoods, and approval of the Board, vote to assess themselves for capital improvements to the Common Area which will primarily benefit that Neighborhood or Neighborhoods. Any Assessment so approved shall be assessed to all Owners of Lots within that Neighborhood or Neighborhoods as an Individual Lot Assessment. If more than one Neighborhood is to vote, the Board shall determine whether approval and Assessment is to be by Neighborhood or by the combined group of Neighborhoods. If a group of Lots smaller than an entire Neighborhood wishes to be assessed for capital improvements, all of those being assessed must agree to the Assessment.

**Section 13.11 Special Assessments.** In addition to other authorized Assessments, an Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Lots within any Service Area if such Special Assessment is for Service Area Expenses.

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

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

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

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

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



### **Section 13.12 Specific Assessments.**

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

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

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

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

**Section 13.13 Individual Lot Assessments.** Each Association Board may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment.

### **Section 13.14 Fees.**

a. **Definition of Fees:** The funds paid by each Owner of a Lot to be held in reserve and to be available to the Association in the event of default by the Lot owner in payment of Assessments or for damages or maintenance costs incurred by the Association(s) on behalf of the Lot owner are called "**Fees**."

b. **Association Fee Deposits:** Fees are not a part of the Assessments and shall be held separately from the Assessments of each Association.

(1) Unless otherwise agreed to by the Declarant or the Board, a Fee Deposit equal to 1/4 (3 months) of the General Assessment will be paid to the applicable Association at the time of closing of any sale of property in Teche Ridge. The payment to the applicable Association is to be from closing funds and paid by the escrow/title company to the applicable Association.

(2) Fee Deposits are to be held in a separate member deposit account and not co-mingled nor used for operational expenses other than as described below.

(3) Interest earned, if any, is to the benefit of the Association, not the property owners.

(4) Fee Deposits may be returned to the member when the Member sells their property and have paid all fees, assessments or costs up to the date of the sale of the property.



(5) The Association may use the Fee Deposits when:

(i) A Member becomes delinquent in the payment of their Assessments.

(ii) To reimburse the Association for any expenses incurred to maintain, repair, cleanup or generally keep the Member's property in good repair and appealing visual condition.

(6) Members must replenish and restore any of their utilized Fee Deposit to the Association escrow account within 30 days of use. A failure to restore used deposit funds will be considered a delinquency and the legal actions available to the Association for delinquent Fee collection will apply.

**Section 13.15 Budgeting for Reserves.** Each Association may build up and maintain reserves for working capital, contingencies and replacement, for both its Common Area and Service Areas, which shall be included in the budgets, respectively, and collected as part of the annual General Assessment and Service Area Assessment, respectively. Extraordinary expenses attributable to its Common Area and/or Service Area not originally included in the annual budgets, respectively, which may become necessary during the year shall be charged first against such reserves for Common Area and Service Area, respectively. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members of the Association. If the reserves are inadequate for any reason, including nonpayment of any Member's Assessment, the Board may at any time levy and collect an emergency assessment in accordance with the provisions of Section 13.11. If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorata basis to all Members, as of the date of such decision to refund such excess of reserves, who are current in payment of all Assessments due an Association, or the excess may be used to reduce the following year's Assessments. Each Association may rely on its records as maintained by the Secretary of the Association in determining the names and addresses of Members as of the date of any refund of excess reserves. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

**Section 13.16 Capital Improvements.** Any substantial capital improvement to the Common Area approved by a Board must be ratified by a majority of the Class "A" Members. If the substantial capital improvement is approved by the Class "A" Members, such Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the Improvement is more than six (6%) percent of the Association's annual budget, or if, when added to other capital improvements for the fiscal year in question, totals more than ten (10%) percent of the Association's annual budget. Notwithstanding any inference to the contrary, any repair or replacement of existing Improvements shall not be considered a capital improvement. Approval of the Design Review Board is required for all capital improvements. This Section shall not limit the right of Declarant to make Improvements to the Common Area.

**Section 13.17 Personal Obligation.**

a. **Owner; Grantee.** Each Owner, by accepting a deed, act of sale, or other act of transfer, or entering into a recorded contract of sale for any portion of the Property, whether or not it shall be so expressed in such deed, act of sale or other instrument, is deemed to covenant and agree to pay all Assessments authorized in this Declaration. All Assessments, together with interest from the due date of such assessment at a rate determined by the applicable Association (but not more than 10% per annum, subject to the limitations of Louisiana law), reasonable late charges in such



amount as is established by resolution of its Board, costs, and reasonable attorneys' and paralegals' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 13.19. Each such Assessment, together with interest, late charges, costs, and reasonable attorneys' and paralegals' fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance. However, no Person who obtains title to a Lot following foreclosure of a first priority Mortgage given in good faith and for value shall be liable for unpaid Assessments which accrued prior to such foreclosure.

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

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

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

**Section 13.18 Declarant's Option to Fund Budget Deficits.** Notwithstanding anything contained herein to the contrary, during the Class "B" Control Period, Declarant may annually elect either to pay regular Assessments on its unsold Lots, or to pay the difference between the amount of Assessments levied on all other Lots subject to Assessment and the amount of actual expenditures by the Association during the fiscal year. Declarant may make such election at any time prior to the end of the fiscal year for such fiscal year.

#### **Section 13.19 Lien for Assessments; Remedies Upon Nonpayment.**

a. **General.** All Assessments authorized in this Article shall constitute a lien against the Lot against which they are levied until paid ("**Assessment Lien**"). The Assessment Lien shall also secure payment of interest, late charges (subject to the limitations of Louisiana law), and costs of collection (including attorneys' and paralegals' fees).

b. **Foreclosure Sale.** An Association may bring an action at law against the Owner personally obligated to pay the Assessments, or may foreclose the Assessment Lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure, (a) no right to vote shall be exercised on its behalf and (b) no assessment shall be levied on it. The



Association may sue for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

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

d. **Other Remedies.** The applicable Board shall have the right to assess fines up to a maximum of ten (\$10.00) dollars per day, and to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid. This provision shall not apply to Declarant.

e. **Benefit.** The lien rights created in this Declaration shall be for the benefit of the respective Association as to Assessments levied on behalf of the Association.

#### **PART FOUR: PROPERTY RIGHTS IN TECHE RIDGE**

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

#### **ARTICLE 14 COMMON AREA**

**Section 14.1 General.** Certain property within Teche Ridge and certain servitudes, called the Common Area, are to be owned and maintained by the Associations for the benefit of all Owners. That portion of the Common Area located in the Commercial Neighborhood shall be commercial Common Area and shall be owned and maintained by the Business Association. All other Common Area not located in Commercial Neighborhood shall be residential Common Area and shall be owned and maintained by the Homeowners' Association. Any lakes, ponds, streams, wetlands or other waterways within Teche Ridge shall be deemed Common Areas and shall be owned and maintained by the Homeowners' Association. In the event additional property is annexed to this Declaration, a portion of such additional property will be added to the respective Common Area.

**Section 14.2 Association Ownership.** The Common Area shall be owned by the Associations for the benefit of all Owners as set forth above. For those portions of the Common Area which consist of parks, servitudes and other rights, the respective Association shall be the owner and holder of those parks, servitudes and rights, with the right to allow use of those parks, servitudes and rights by the Owners pursuant to this Declaration and any Rules and Regulations of the Association, but subject at all times to the rights of Declarant as set forth herein.



**Section 14.3 Additional Common Area.** Declarant may convey to an Association additional Common Area which such Association shall accept, and following such acceptance the Association shall be solely responsible for maintenance of such additional Common Area.

**Section 14.4 Dedication.** Declarant and each Association shall at all times have the right, without the consent or approval of any of the Owners, to convey title to and/or dedicate the Common Roads to the Governmental Authority with jurisdiction to accept such dedication, which is currently understood to be the Parish of Iberia, Louisiana. All other Common Area may be dedicated to the public by the Board upon consent in writing of Members representing seventy-five (75%) percent of the votes in the applicable Association.

**Section 14.5 Alleys.** The ownership of each Lot which is an Alley-Loaded Lot shall include the ownership of that portion of such Alley directly bordering such Lot to its centerline. Alleys shall not be included in the Common Area; however, the Association shall be obligated to maintain such Alleys in the same manner as if such Alleys were a part of the Common Area, with costs associated with such maintenance allocated between the Association and the Owners of the Alleys as provided in Section 9.1b.

**Section 14.6 Maintenance; Capital Improvements.**

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

b. **Capital Improvements.** Each Association may make capital improvements to its Common Area and may modify the uses of its Common Area. For example, an Association is authorized to create parking areas within its Common Area or to add new recreational facilities. Expenses for substantial capital improvements must be approved in accordance with Section 13.16.

**Section 14.7 Street Regulation and Parking.** In accordance with applicable law, the Homeowners' Association may make Rules and Regulations concerning driving and parking within Teche Ridge, and may construct speed bumps, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. The Homeowners' Association may enforce any violation in accordance with the enforcement provisions of this Declaration.

**Section 14.8 Damage or Destruction by Owner.** Regardless of membership, tenancy or guest status, any person responsible for the damage or destruction of Teche Ridge Common Areas or improvements is responsible to repair, replace and return the damaged property to original, as-new, condition. Arrangements for repairs must be made within 5 business days of the event and completed - 10 business days thereafter. If the repairs are not made or not suitably completed; the Associations have the duty and responsibility to complete the repairs or replacement to as-new condition. Further, the Associations have the duty and responsibility to bring an action for damages or specific performance under the laws of the State of Louisiana to recover the cost of the repairs, replacement as well as additional compensation for the management time of the association to accomplish these remedies.

**Section 14.9 Limitation of Liability.** The Associations may, in their discretion, provide security within Teche Ridge and may maintain their Common Areas and Common Roads and enforce traffic control measures, but neither the Associations nor Declarant makes any representation or assumes any liability for any loss or injury sustained as a result of any such security or traffic control measures.

**Section 14.10 Special Events.** The Associations have the right require deposits and fees for special events and uses of the Common Areas. Special Events would be fundraising events, birthday parties, weddings for example. These deposits and fees



may be charged so long as they are applied equally to all like users. Only Teche Ridge Association members and tenants may schedule and host special events in the Common Areas. They may do so with the written permission of the property manager with scheduling and arrangements made through the property manager and posted on the community calendar on the community website. Members hosting these special events are responsible for supervised conduct of the event, sanitary facilities, traffic control and parking management in addition to all cleanup and return of the common area to original condition within 12 hours of the close of the event.

**Condemnation.** If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the applicable Board acting on the written direction of Voting Members representing at least sixty-seven (67%) percent of the total Class "A" votes in the Association and of Declarant, as long as Declarant owns any portion of the Property) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Area on which Improvements have been constructed, the applicable Association shall restore or replace such Improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any portion of the Property, and Voting Members representing at least seventy-five (75%) percent of the total Class "A" votes in such Association, shall otherwise agree. Any such construction shall be in accordance with plans approved by its Board. The provisions of Section 12.7 regarding funds for the repair of damage or destruction shall apply.

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

**Section 14.12 Partition.** There shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Article shall not prohibit a Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

## **ARTICLE 15**

### **EXCLUSIVE COMMON AREA**

**Section 15.1 Purpose.** Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners, occupants and invitees of Units within a particular Service Area. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Service Area. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Areas shall be assessed as a Service Area Assessment against the Owners of Units in Service Areas to which the Exclusive Common Area is assigned.

**Section 15.2 Designation.** Initially, Declarant shall designate any Exclusive Common Area and shall assign the exclusive use thereof in the deed, act of sale, or other act of transfer conveying the Common Area to the applicable Association or on the plat of survey relating to such Exclusive Common Area. No such assignment shall preclude Declarant from later assigning use of the same Exclusive Common Area to additional Lots and/or Service Areas so long as Declarant has a right to subject additional property to this Declaration.



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

**Section 15.3 Use by Others.** Each Association may, upon approval of a majority of the members of the Service Area Committee for the Service Area(s) to which certain Exclusive Common Area is assigned, permit Owners of Lots in other Service Areas to use all or a portion of such Exclusive Common Area upon payment of user fees, which fees shall be used to offset the Service Area Expenses attributable to such Exclusive Common Area.

## **ARTICLE 16** **SERVITUDES**

**Section 16.1 Servitudes in the Common Area.** Every Owner shall have a right and nonexclusive servitude of use, access, and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with title to every Lot, subject to:

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

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

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

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

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

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

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

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

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i. the rights of certain Owners to the exclusive use of those portions of the Common Area designated Exclusive Common Area as more particularly described in Article 15; and

j. the right of Declarant or the Association to grant servitudes over the Common Area to "tax-exempt organizations" pursuant to Section 4.6.

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

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

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, subject to reasonable regulation as provided for in this Section and Section 5.2. An Owner who does not reside within the Property shall be deemed to have assigned all rights to use and enjoy the recreational facilities within the Common Area to the occupants of such Owner's Lot.

**Section 16.2 Construction; Declarant's Easement.** The Declarant reserves the right to perform warranty work, repairs and construction work, and to store materials in secure areas in the Lots and Common Area, and to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the applicable Board. The Declarant is hereby granted an easement through the Common Area as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising special Declarant rights, whether arising under the Act or reserved in this Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development for Teche Ridge and the right to withdraw and convey fee interest in the Improvements within the easements.

**Section 16.3 Servitudes for Encroachment.** There shall be reciprocal appurtenant servitudes for encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or setting or shifting of the improvements constructed, reconstructed, or altered on a Lot or the Common Area (in accordance with the terms of this Declaration) to a distance of not more than one (1') foot on a Lot and to a distance of not more than three (3') feet on Common Area, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall any servitude for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the applicable Association.

**Section 16.4 Signs; Marketing.** The Declarant reserves the right to post signs and displays in the Common Area to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

**Section 16.5 Servitudes for Utilities.**

a. There are hereby reserved unto Declarant, its successors and assigns, so long as Declarant owns any portion of the Property, and hereby granted to, and for the benefit of, Declarant, the Associations, Teche Ridge, and to the designees of each (which may include, without limitation, any municipality or public or private utility



company) access and maintenance servitudes upon, across, over, and under all of the Property to the extent necessary for the purpose of replacing, repair, and maintaining cable television systems, master television antenna systems, security and similar systems, Roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within servitudes designated for such purposes on recorded plats of the Property.

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

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

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

e. To the extent any Governmental Authority, any public utility or any private utility uses any of the Utility Easements within Teche Ridge, and/or to the extent that Declarant, an Association or any assignee of Declarant or such Association (all of whom are collectively referred to as "**grantee**" in this subparagraph d.) use or exercise any of the rights granted and reserved under this Section, then and in that event: (a) whenever reasonably possible, the lines and facilities to be constructed and installed within the Utility Easements shall be placed underground, (b) each grantee shall respect the reasonable use of the servitudes by the other grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the Utility Easements by all grantees; (c) each grantee, after any use of the servitude areas or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with use of the servitude granted pursuant to this Section and which are damaged through the reasonable exercise of the servitudes granted pursuant to this Section; (d) each grantee who is an assignee of Declarant or such Association, by its use of the servitude area or exercise of the rights herein granted pursuant to this Section, does hereby agree to defend and hold its assignor (whether Declarant or the Association), together with its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective grantee in the construction, installation, repair, alteration and

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maintenance of the said water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities pursuant to the servitudes granted under this Section. Declarant, the Association, each Governmental Authority, each public utility and each private utility agree that (i) it accepts the right to use the said Utility Easements subject to the right of Owners to construct Buildings on Lots which have soffits, Eaves, Stairs, Stoops, balconies and/or Fascia which encroach on and over the said Utility Easement by no more than twenty-four (24") inches measured from the boundary of the Utility Easement nearest to the interior of the Lot going out toward the exterior boundary of the Lot, provided that any such encroachment is at least ten (10) feet above the finished ground elevation in the area of the encroachment, and (ii) it may never request that the Owner remove any such soffits, Eaves, Stairs, Stoops, balconies or Fascia, which encroach on the said Utility Easement consistent with the conditions of this Section.

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

**Section 16.6 Police Powers.** Declarant reserves for itself, its successors and assigns, and grants to the Association, a blanket easement and servitude throughout Teche Ridge for private patrol services, and for police powers and services supplied by the local, state and federal governments.

**Section 16.7 Servitudes for Lake and Pond Maintenance and Flood Water.** Declarant reserves for itself and its successors, assigns, and designees, the nonexclusive right and servitude, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Common Area to (a) install, keep, maintain and replace pumps in order to provide water for the irrigation of any of the Common Area; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration.

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

There is further reserved herein for the benefit of Declarant, and its designees, and granted to the Associations, for itself and its designees, a perpetual, nonexclusive right and servitude of access and encroachment over the Common Area and Lots (but not the Dwellings thereon) adjacent to or within thirty (30') feet of lake beds, ponds, and streams within the Property, in order; (a) to temporarily flood and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds, streams and wetlands within the Common Area; (c) to maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams, and wetlands; and (d) to enter upon an across such portions of the Property to the extent reasonably necessary for the purpose of exercising its rights under this Section. All persons entitled to exercise these servitudes shall use reasonable care in, and repair any damage resulting from the intentional exercise of such servitudes. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural disasters.



**Section 16.8 Servitudes to Serve Additional Property.** Declarant hereby reserves for itself and its duly authorized agents, representatives, successors-in-title, assigns, licensees, and mortgagees, a perpetual nonexclusive servitude over the Common Area for the purposes of enjoyment, use, access, and development of the Property, and over any additional property which is annexed subject to this Declaration. This servitude includes, but is not limited to, right of ingress and egress over the Common Area for construction of Roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the servitude is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the applicable Association to share the cost of maintenance of any private roadway serving such property.

**Section 16.9 Servitudes for Association.** There are hereby reserved to the Associations servitudes over the Property as necessary to enable the Associations to fulfill their responsibilities under Section 5.8. The Associations shall maintain the facilities and equipment within their Common Areas in continuous operation, except for any periods necessary, as determined in the sole discretion of its Board, to perform required maintenance or repairs, unless Voting Members representing seventy-five (75%) percent of the Class "A" votes in the Associations and the Class "B" Member, if any, agree in writing to discontinue such operation. This limitation shall not apply to Streets or Roads which an Association owns or controls; an Association, acting through its Board, may temporarily or permanently close portions of any such Streets or Roads to control traffic or traffic flow, or to enhance privacy, or for similar purposes, without approval of its Members.

**Section 16.10 Servitude for Maintenance, Emergency and Enforcement.** Declarant, the Associations, and their respective designees shall have the right, but not the obligation to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance pursuant to Section 5.8 hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents, which right may be exercised by any member of the applicable Board, Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties.

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

**Section 16.11 Servitude for Special Events.** Declarant hereby reserves for itself, its successors, assigns and designees, a perpetual, non-exclusive servitude over the Common Area for the purpose of conducting parades, running, biking, or other sporting events, educational, cultural, artistic, musical and entertainment activities, and other activities of general community interest, at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of this servitude may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Lot to take no action, legal or otherwise, which would interfere with the exercise of such servitude. The Associations shall not take any action which would interfere with or otherwise attempt to restrict the exercise of this servitude.

**Section 16.12 Servitude for Use of Private Streets.** Declarant hereby creates a perpetual, nonexclusive servitude for access, ingress and egress over the private streets within the Common Area, for law enforcement, firefighting, paramedic, rescue



and other emergency vehicles, equipment and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel, private delivery or courier services, and for vehicles, equipment and personnel providing garbage collection service to the Properties; provided, such servitude shall not authorize any such Persons to enter the Properties except while in their official capacities.

**Section 16.13 Alleys.** Declarant reserves for itself, its successors and assigns, and grants to the Associations, their Members, and all future Owners of Lots, a nonexclusive servitude of passage (for use by vehicles, bicycles and pedestrians) on and across those portions of Teche Ridge that are labeled and designated as "Alley" or rights of passage on the Initial Plat and on any plat filed in conjunction with any Supplemental Declaration, subject to the provisions of this Declaration. On the Initial Plat, Alleys are identified by the label "27' Right of Passage".

**Section 16.14 Servitudes for Stormwater Drainage and Retention.** Each portion of the Property is hereby subjected to a non-exclusive servitude appurtenant to and for the benefit of each other portion of the Property for the purpose of stormwater drainage and runoff in accordance with the master drainage plan established by Declarant for the Property, which servitude shall include, but shall not be limited to, the right to tie in to existing stormwater drainage facilities and to divert stormwater runoff from each Lot into such stormwater drainage facilities at such points and in such manner as approved by Declarant, and for the flow of stormwater runoff over the Property to such points and from such points through the stormwater drainage facilities into wetlands, ponds, or other retention facilities within or outside the Property. The foregoing servitudes shall be subject to any and all restrictions regarding quantity, rate and quality of discharge which Declarant may hereafter impose or which may be imposed on the Property, Declarant or any Owner by any governmental entity having jurisdiction.

**Section 16.15 Tenants; Guests.** Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations of its Association, such Owner's right to enjoyment to the Common Area to the members of his family, his tenants or his guests who reside on the Lot or are accompanied by the Owner. The applicable Association may adopt rules to prohibit or restrict dual use of the Common Area recreational facilities by both an Owner and the Owner's tenant, except when the Owner is a bona fide guest of the tenant.

**Section 16.16 Wetlands.** This Declaration is subject to any rights of Governmental Authorities in any portion of Teche Ridge which may be considered wetlands or protected coastal areas.

## **ARTICLE 17**

### **SHARED STRUCTURES**

**Section 17.1 General Rules of Law to Apply.** Each wall, Garden Wall, Fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 17.2 Maintenance.** All Owners who make use of any party structure shall share the cost of reasonable repair and maintenance of such structure equally.

**Section 17.3 Damage; Destruction.** If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal portions. However, such contribution will not prejudice the



right to call for a larger contribution for the other users under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 17.4 Right to Contribution Runs With Land.** The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

**Section 17.5 Disputes.** Any dispute concerning a party structure shall be subject to the dispute resolution procedures set forth in Article 19.

**Section 17.6 Costs for Construction of Garden Walls.**

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

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



maintaining any Garden Wall, all such costs to be paid by the Owner of any Lot who has purchased the Lot from Declarant.

## **PART FIVE: RELATIONSHIPS WITHIN AND OUTSIDE TECHE RIDGE**

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

### **ARTICLE 18 DECISION MAKING**

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

**Section 18.2 Community Meeting.** The order of meeting set forth in this Section shall apply to meetings of each Association.

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

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

c. **Notice.** Notice of any meeting of the Members must be given to the Members at least ten (10) days but not more than thirty (30) days before the meeting, except in an emergency when whatever notice is reasonable, in the sole discretion of the Board, shall be given to the Members.

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

**Section 18.3 Effective Date of Ownership for Purpose of Notice.** Notice of any meeting of the Members shall be considered as having been duly and properly given, if given to those Persons entitled to notice based on the records of the Associations, as of the date any notice is given of said meeting.

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

a. **Board Responsibility.** Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have

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

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

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

## **ARTICLE 19**

### **LITIGATION MATTERS AND DISPUTE RESOLUTION**

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

**Section 19.1 Consensus for Association Litigation.** Except as provided in this Section, the Association shall not commence judicial or administrative proceedings without the prior approval of at least seventy-five (75%) percent of the Voting Members. A Voting Member representing Lots owned by Persons other than himself shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners holding seventy-five (75%) percent of the total votes attributable to Lots in the Neighborhood represented by the Voting Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Governing Documents (including, without limitation, the foreclosure of liens); (b) the imposition and collection of Assessments as provided in Article 13; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

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

**Section 19.3 Claims.** Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligation and duties of any Bound Party under the Governing Documents, or relating to the design or construction of Improvements on the Property, shall be subject to the provisions of Section 19.4. Notwithstanding the above, unless all parties



thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 19.4:

- a. any suit by the Association against any Bound Party to enforce the provisions of Article 13;
- b. any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article 5, Article 6, and Article 13;
- c. any suit between Owners which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;
- d. any suit in which any indispensable party is not a Bound Party; and
- e. any suit which otherwise would be barred by any applicable statute of limitations.

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

#### **Section 19.4 Mandatory Procedures.**

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

- (1) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;
- (2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (3) Claimant's proposed remedy; and
- (4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

b. **Negotiation.**

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

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

c. **Mediation.**

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

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

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

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

d. Arbitration.

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

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

**Section 19.5 Allocation of Costs of Resolving Claims.**

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

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

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

**Section 19.7 Enforcement of Resolution.** If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 19.4 and any Party thereafter fails to abide by the terms of such Agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 19.4. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' and paralegals' fees and court costs.



## **ARTICLE 20**

### **MORTGAGEES**

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

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

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

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

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the respective Association owns, directly or indirectly (the granting of servitudes for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);
- b. Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (actions by the respective Board or provisions of any declaration subsequently recorded on any portion of the Property regarding assessments for Service Areas or other similar areas shall not be subject to this provision where such action or subsequent declaration is otherwise authorized by this Declaration);
- c. By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Lots and the Common Area (the issuance and amendment of the Design Documents, procedures, and Rules and Regulations shall not constitute a change, waiver, or abandonment within the meaning of this provision);
- d. Fail to maintain insurance as required by this Declaration; or
- e. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.



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

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

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

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

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

**Section 20.5 Amendments to Documents.** Notwithstanding any provision contained Article 20 of this Declaration, the approval of Mortgagees of first Mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a Mortgage held by an Mortgagee appertain shall be required to materially amend any provisions of this Declaration, the Bylaws or the Articles provided that such provisions are for the sole, express benefit of holders, guarantors, or insurers of those first Mortgages on Lots.

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

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

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

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

**Section 20.10 Declarant's Right of First Refusal and Right to Repurchase.** No unimproved Lot, or interest therein, upon which construction has not begun within one hundred twenty (120) days from the date of its initial sale shall be sold or transferred unless and until the Builder or Owner shall have first offered to sell such unimproved Lot to Declarant under the same terms and at the same price for which such Lot was



originally sold, and Declarant has waived, in writing, its right to purchase such unimproved Lot. If a Builder or Owner has not begun construction upon the Lot within one hundred twenty (120) days from the date of its initial sale to such Builder or Owner, Declarant shall have the right to purchase the Lot under the same terms and at the same price for which such Lot was originally sold. For purposes of this Section, the date upon which construction is deemed to have begun shall be the date on which the slab for the primary Building shall be poured.

#### **PART SIX: CHANGES IN TECHE RIDGE**

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

### **ARTICLE 21 AMENDMENT OF THE DECLARATION**

**Section 21.1 By Declarant.** Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any purpose, provided the amendment has no materially adverse effect upon any material rights of any affected Owner. Thereafter, Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination which is in conflict therewith; (ii) to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. So long as Declarant still owns any portion of the Property for development, it may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner. Rights reserved to Declarant may not be amended without the specific consent of Declarant. Notwithstanding any statement or inference to the contrary in this Declaration, Declarant specifically reserves and has the absolute and unconditional right, so long as it is a Class B Member, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

**Section 21.2 By Members.** Except as otherwise set forth elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing two-thirds (2/3) of the total Class "A" votes in the Associations, other than Declarant, and the consent of Declarant, so long as Declarant owns any portion of the Property and/or has an option to subject additional property to this Declaration pursuant to Section 3.2. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

**Section 21.3 Limitation.** Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the total votes of the Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.



**Section 21.4 Supplemental Declarations.** Declarant and the Associations shall always have the right to make Supplemental Declarations without the consent of any Members, and the rights of Declarant and the Associations set forth in this Section may not be withdrawn or otherwise modified without the consent of Declarant and the Boards. It is expressly stated that any Supplemental Declaration may, without any approval of the Members, add, modify or otherwise supplement provisions of this Declaration, as originally filed or as same may be subsequently amended, and which will effectively (1) change (whether through increasing, lessening or otherwise) any or all restrictions on use otherwise, which would otherwise be applicable to property added to Teche Ridge pursuant to a Supplemental Declaration including without limitation thereto all such restrictions contained in Article 5, but such changes shall only relate to and effect the Lots and other property added to Teche Ridge pursuant to the Supplemental Declaration, and (2) change (whether through increasing, lessening or otherwise) any or all building restrictions and/or other covenants, which would otherwise be applicable to property added to Teche Ridge pursuant to a Supplemental Declaration including without limitation all such building restrictions and/or other covenants contained in Article 5 and Article 6, in the Design Documents, but such changes shall only relate to and effect the Lots and other property added to Teche Ridge pursuant to the Supplemental Declaration. Notwithstanding any inference herein to the contrary, no Supplemental Declaration shall be deemed to have modified any provisions of this Declaration applicable to Lots included within Teche Ridge prior to the filing of said Supplemental Declaration unless the Supplemental Declaration expressly states such intention and unless the Supplemental Declaration also qualifies as an amendment to this Declaration pursuant to this Article.

**Section 21.5 Architectural Standards.** The Design Review Board shall always have the right to amend and modify the Architectural Standards without the consent of the Members, and the Boards shall always have the right to adopt and file amendments to this Declaration which contain modifications of the Architectural Standards adopted by the Design Review Board. The rights of the Design Review Board and the Association set forth in this Section may not be withdrawn or otherwise modified without the consent of the Design Review Board and the Boards.

**Section 21.6 Effective Date of Amendments.**

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

b. **Other.** Notwithstanding any inference herein to the contrary, no amendment or modification of this Declaration shall affect or bear on the construction of Buildings within Teche Ridge to the extent that such Buildings have been constructed prior to the adoption of such modifications or other amendment to the Design Documents; but such modifications and changes shall be effective with respect to any alterations or other additions to Buildings constructed after the date of such amendments or modifications to this Declaration. Amendments and modifications to this Declaration shall be effective with respect to any conduct within Teche Ridge, or use of Lots, made after the date of such amendment or modification including without limitation thereto any such conduct or use occurring prior to such amendment or modification, and whether or not such conduct or use is continuing at the time of such amendment or modification.

**Section 21.7 Validity.** If an Owner consents to any amendment to this Declaration or its applicable Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.



**Section 21.8 Effect on Rights or Privileges.** No amendment may, directly or indirectly, remove, revoke, or modify the status, or any right or privilege, of the Joint Committee, Declarant or the Class "B" Member without the written consent of the Joint Committee, Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

**Section 21.9 Exhibits.** Exhibits "A", "B", "C-1", "C-2", "D-1", "D-2", "E", "F", and "G" attached to this Declaration are incorporated herein by this reference and any amendment to such exhibits shall be governed by this Article, except as otherwise specifically provided in this Declaration. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

**Section 21.10 Duration; Termination.** The Reservations and all other terms and provisions contained in this Declaration shall run with and bind Teche Ridge and shall inure to the benefit of and be enforceable by Declarant, the Associations, and all Owners of property within Teche Ridge, their respective legal representatives, heirs, successors or assigns for twenty years, and shall be automatically extended for succeeding ten (10) year periods unless an instrument signed by Declarant, so long as Declarant owns any portion of the Property, and Owners representing ninety (90%) percent of the votes of the Members shall have been recorded agreeing to terminate the Declaration as of a specified date. This Declaration may also be terminated in any of the following ways:

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

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

**Section 21.11 Condemnation.** In accordance with Section 14.11, if all or part of the Common Area is taken or condemned by any Governmental Authority having the power of eminent domain, all compensation and damages shall be paid to the applicable Association. Its Board shall have the right to act on behalf of such Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

## **ARTICLE 22** **MISCELLANEOUS**

**Section 22.1 Sales Office.** Notwithstanding any language in this Declaration to the contrary, as long as Declarant owns any Property in Teche Ridge, Declarant shall have the right and privilege to maintain general and sales offices in and about Teche Ridge, including model homes, and to have their employees present on the premises to show property within Teche Ridge, use the Common Area and, without limitation, to do any and all other things necessary or appropriate by them to sell or lease Lots, homes, or other property, all without charge or contribution to the Associations except that Declarant will owe Assessments to the extent provided in Section 13.18 herein; provided, however, that such activities shall be carried on in such a manner as will not unreasonably interfere with enjoyment of the Lot(s).

**Section 22.2 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the



development and operation of Teche Ridge as a TND. The captions of the various Articles, Sections and provisions in this Declaration are for convenience only and in no way define, limit, or describe the scope of this Declaration, or the intent of any provision hereof. All references to particular Sections or Articles shall, except as otherwise expressly stated, be deemed to be references to those particular Sections or Articles of this Declaration.

**Section 22.3 No Waiver.** The waiver by any party of a breach of any provision of this Declaration, the Design Documents or the Rules and Regulations of the Associations, shall not operate or be construed as a waiver of any subsequent breach of that provision by any party. Failure to enforce any provision of this Declaration, the Design Documents or the Rules and Regulations, shall not be deemed a waiver of the right to do so at any time thereafter and shall not operate or be construed as a waiver of the right to enforce such provision at a later date, even if under identical circumstances and even if involving the same parties.

**Section 22.4 Notices.** Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of the Lot as that address is stated on the records of its Association, as described in Section 10.5, at the time of the mailing. The date of mailing shall be deemed the date of giving of notice, except that the date of actual receipt shall be the date of the giving of any notice of change of address.

**Section 22.5 Gender; Number.** The use of the masculine gender in this Declaration shall be deemed to include the feminine, or neuter, and the singular shall include the plural, wherever the context so requires.

**Section 22.6 Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Louisiana.

**Section 22.7 Severability.** If any one or more of the provisions (or any part thereof) of this Declaration, the Design Documents or of the Rules and Regulations of the Associations, shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby, and the balance of this Declaration, the Design Documents and the Rules and Regulations shall remain in full force and effect. If any provision, or subpart of a provision, of this Declaration is for any reason and at any time determined to be invalid, illegal or unenforceable (a) it is expressly stated that such determination shall be applicable only to the parties involved in the arbitration or court proceeding in which such determination has been rendered, and then only to the particular facts and circumstances presented to the arbitrator(s) or court; (b) where a provision is determined to be invalid, illegal or unenforceable because it is determined to be excessively broad, the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to reform the subject provision by declaring it limited and reduced to make it compatible with applicable law; and (c) the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to declare that provision or subpart reformed so as to eliminate only the portion of same which is determined to be invalid, illegal or otherwise unenforceable, so that the balance of said provision is allowed to remain in full force and effect.

**Section 22.8 Owner's Acceptance.** By accepting title to any of the Lots or other property included now, or in the future, within Teche Ridge, each Owner agrees that he accepts title to said Lot or other property subject to the terms, provisions and acknowledges of: (a) this Declaration, (b) the Design Documents, (c) any Rules and Regulations of the Associations that may be subsequently adopted, from time to time, by the Associations or their Boards, and all modifications thereto, and (d) any future amendments to this Declaration and/or the Design Documents adopted pursuant to the terms and provisions of this Declaration.



[signature page follows]



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

WITNESSES:

Monica Broussard  
Print Name: Monica Broussard  
Theresa LaCour  
Print Name: Theresa LaCour

DECLARANT:

**Southern Mutual Help Association, Inc.,**  
a Louisiana nonprofit corporation

By: [Signature]  
Name: LORNA Bourg  
Title: CEO/President

[Signature]  
NOTARY PUBLIC  
Printed Name: Wendy W. Rivers  
Notary Identification No. or Bar Roll No.: 054221  
My Commission expires: 02/18/16

WITNESSES:

Monica Broussard  
Print Name: Monica Broussard  
Theresa LaCour  
Print Name: Theresa LaCour

DECLARANT:

**Teche Ridge, L.L.C.,** a Louisiana limited liability company

By: [Signature]  
Name: LORNA Bourg  
Title: President

[Signature]  
NOTARY PUBLIC  
Printed Name: Wendy W. Rivers  
Notary Identification No. or Bar Roll No.: 054221  
My Commission expires: 02/18/16

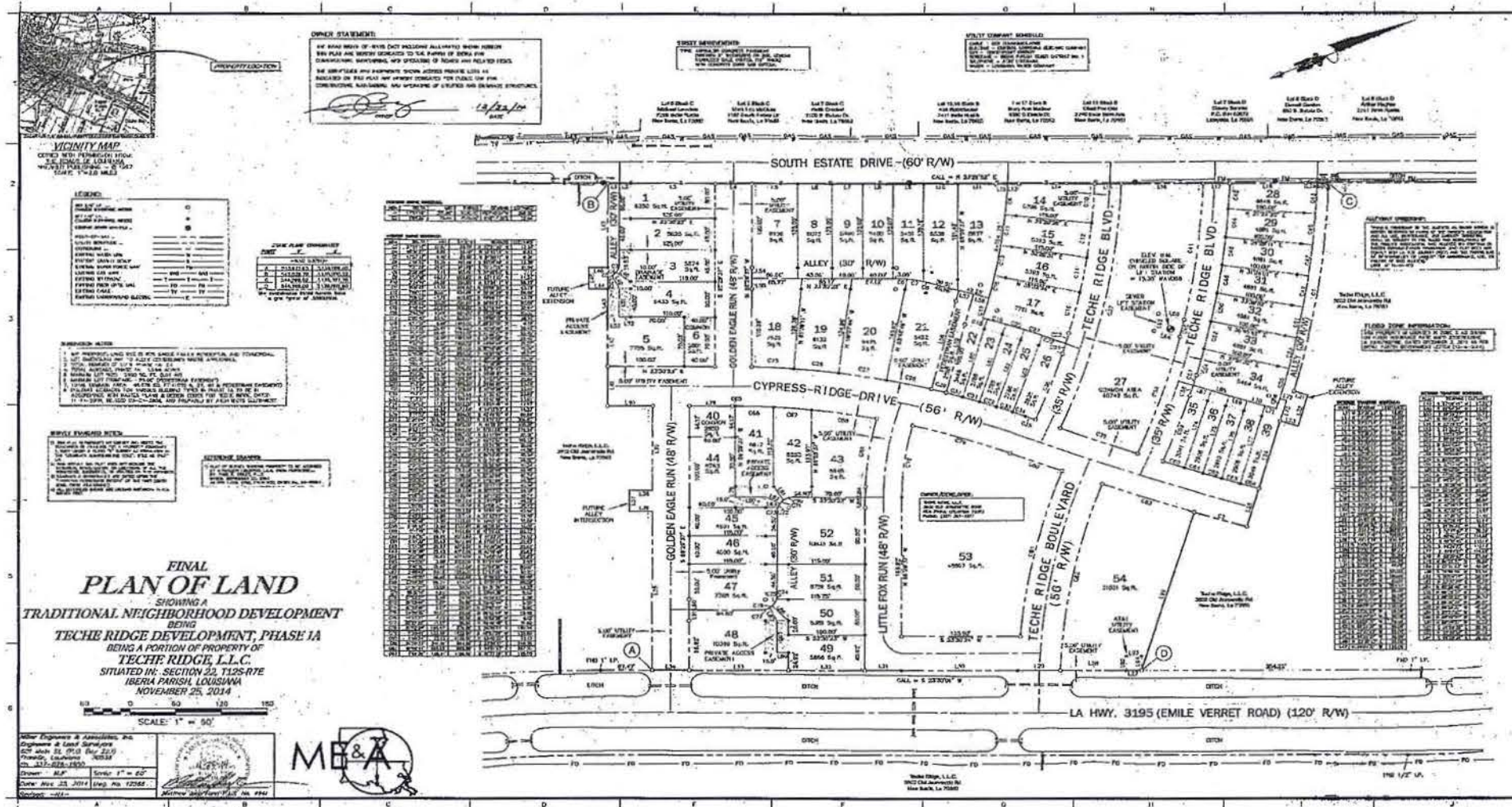


**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

Those certain parcels of land labeled Lots 1 through 54 of the Teche Ridge Development, Phase 1A, located in Section 22, Township 12 South, Range 7 East, Iberia Parish, Louisiana, which includes a portion of the property acquired by Declarant pursuant to the instrument[s] recorded as Instrument Number 2013-00006229, official records of Iberia Parish, Louisiana, as shown and described on that map entitled "Final Plan of Land Showing a Traditional Neighborhood Development Being Teche Ridge Development, Phase 1A Being a Portion of Property of Teche Ridge, L.L.C. Situated in Section 22, T12S-R7E Iberia Parish, Louisiana", prepared by Matthew John Fore, Civil Engineer & Land Surveyor, Miller Engineers & Associates, Inc., dated November 25, 2014, and recorded December 23, 2014 as Instrument 2014-00012048 at Book 1572, page 930.



EXHIBIT "B"  
INITIAL PLAT



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Teche Ridge Declaration of Covenants



**EXHIBIT "C-1"**  
**ARTICLES OF INCORPORATION OF THE HOMEOWNERS' ASSOCIATION**

**ARTICLES OF INCORPORATION  
OF  
TECHE RIDGE HOMEOWNERS' ASSOCIATION, INC.**

**BE IT KNOWN**, that on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before the undersigned Notary Public, personally came and appeared \_\_\_\_\_, a resident of lawful age of \_\_\_\_\_ Parish, Louisiana, who declared before me, in the presence of the undersigned competent witnesses, that, availing himself of the laws of the State of Louisiana relating to non-profit corporations (La. R.S. 12:201 *et seq.*) (the "**Act**") does hereby organize a non-profit corporation pursuant thereto and to these Articles.

**ARTICLE I  
NAME**

The name of the corporation shall be **Teche Ridge Homeowners' Association, Inc.**

**ARTICLE II  
DEFINITIONS**

As used in these Articles of Incorporation, hereinafter referred to as the "**Articles**", unless the context requires otherwise, the following capitalized terms shall have the following meanings:

- A. "**Association**" means the non-profit corporation created by these Articles.
- B. "**Declaration**" means that instrument entitled "**Declaration of Covenants, Conditions, Restrictions and Servitudes for Teche Ridge**", executed in conformity with the provisions of applicable law to be recorded in the Office of the Clerk and Recorder of Conveyances of Iberia Parish, Louisiana. These Articles are attached as **Exhibit "C-1"** to the Declaration.
- C. "**Declarant**" means collectively, **Teche Ridge, L.L.C.**, a Louisiana limited liability company, and **Southern Mutual Help Association, Inc.**, a Louisiana nonprofit corporation, and their successors and assigns; provided, however, that no such assignment shall make any assignee the "**Declarant**" for purposes hereof unless such assignment is an assignment of all of Declarant's rights hereunder and is exclusive, and the assignee assumes all of the obligations of Declarant under the Declaration from and after the date of the assignment.
- D. "**Member**" means an Owner who, by virtue of these Articles and his status as Owner, is a member of the Association.
- E. "**Owner**" means the owner(s) of record title to a Lot, or unit designated for residential use in a Mixed Use Unit, as defined in the Declaration.
- F. "**Property**" means the immovable property described or designated as Common Area not located exclusively in the Commercial Neighborhood, as more particularly described in the Declaration, and the buildings and other improvements now or hereafter constructed thereon all of which are subject to the terms and provisions of the Declaration, and all rights, ways, appurtenances, servitudes and other rights attaching or pertaining thereto.
- G. "**Teche Ridge**" means the traditional neighborhood development established by the Declaration (defined herein).

All other words or phrases used herein shall have the meanings given to them in the Declaration. As used herein, reference to the masculine gender shall include the feminine gender, and reference to the singular shall include the plural, and vice versa, unless the context clearly requires otherwise.

**ARTICLE III  
PURPOSE**

The Association is organized pursuant to the Act, for the purpose of operating and managing the Property for the use and benefit of the Owners. The Association is organized as a non-profit corporation and shall make no distribution of income to its members, directors or officers.

**ARTICLE IV  
DURATION**

The Association shall enjoy perpetual existence unless and until the Declaration is terminated in accordance therewith.

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Teche Ridge Declaration of Covenants



## ARTICLE V POWERS

The powers of the Association shall include the following:

- A. To operate and manage the Property for the use and benefit of the Owners.
- B. To carry out all the powers and duties vested in it pursuant to the Declaration affecting the Property.
- C. To exercise and enjoy all of the powers, rights and privileges granted to or conferred upon non-profit corporations by the Act.
- D. To exercise and enjoy all of the powers and duties reasonable and necessary to operate the Property as set forth in the Declaration, as it may be amended from time to time, including but not limited to the following:
  - 1. To adopt and amend bylaws and rules and regulations;
  - 2. To adopt and amend budgets for revenues, expenditures and reserves and make and collect assessments as provided in the Declaration, including for Assessments from Owners;
  - 3. To hire and terminate managing agents and other employees, agents and independent contractors;
  - 4. To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Property;
  - 5. To make contracts and incur liabilities;
  - 6. To regulate the use, maintenance, repair, replacement and modification of the Property;
  - 7. To cause additional improvements to be made as a part of the Property;
  - 8. To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property;
  - 9. To grant servitudes, leases, licenses, and concessions through or over the Property;
  - 10. To impose and receive any payments, fees or charges for the use, rental or operation of the Property;
  - 11. To impose charges for late payment of Assessments and, after notice and an opportunity to be heard, to levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association and, when the violation is a failure to pay for services, to interrupt those services until the violation has ceased;
  - 12. To impose reasonable charges for the preparation and recordation of amendments to the Declaration, certificates of resale or statements of unpaid Assessments;
  - 13. To provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
  - 14. To enter into management agreements for the operation and administration of Teche Ridge, and to manage the Property;
  - 15. To exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
  - 16. To exercise any other powers necessary and proper for the governance and operation of the Association.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

## ARTICLE VI MEMBERSHIP

The qualification of Members, manner of admission, and voting rights shall be as follows:

- A. The Association is organized on a non-stock basis.
- B. Membership Classes: The Association shall have two classes of members:
  - i. Class "A" Members shall consist exclusively of all Owners of Lots and units in Teche Ridge designated for residential use, and no other person or other entity shall be entitled to Class "A" membership.



- ii. The Class "B" Member shall consist exclusively of the Declarant, and no other person or other entity shall be entitled to Class "B" membership.
- C. After the Declaration has been recorded, a change in membership of the Association shall be established by recording in the Conveyance Records of the Clerk and Recorder of Iberia Parish, Louisiana, a sale or other instrument establishing record title to a Lot and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument shall thereby become a Member and the membership of the prior Owner shall thereby be terminated.
- D. The interest of any Member in the Association and the shares of a Member in the funds and assets of the Association and membership voting rights cannot be assigned, alienated, sold, transferred, mortgaged, pledged, pawned, hypothecated, encumbered or conveyed in any manner except as an appurtenance to his Lot or unit.
- E. Voting Rights: The voting rights of the two classes are as follows:
  - i. Class A members shall be entitled to one vote for each Lot owned in Teche Ridge. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Corporations, limited liability companies, partnerships and other entities shall notify the Association of the natural person who shall be considered a member of the Association for the purpose of exercising its vote; such entities shall provide such evidence of appointment and authority as the Board of Directors of the Association may require. In the event the Association agrees to assess two (2) Lots, or parts of Lots, as a single Lot as authorized under the Declaration, the Owner(s) of such Lots or portions of Lots, shall have only one (1) vote, with respect to such Lots or parts of Lots.
  - ii. The Class B member shall be entitled to three (3) votes for each Lot owned in Teche Ridge.
  - iii. Unless earlier terminated by the recordation of an instrument expressing its intent to terminate the Class B Membership, the Class B Membership shall terminate and convert to Class A membership after the first to occur of the following:
    - a. when one hundred percent (100%) of the total number of Lots proposed for the Property described on Exhibit "A" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;
    - b. seventy-five (75) years after the date on which the Declaration is recorded in the public records of Iberia Parish, Louisiana; or

#### ARTICLE VII BOARD OF DIRECTORS

The affairs of the Association shall be governed by a Board of Directors, whose number, qualification, powers, duties and term of office shall be set forth in the Bylaws. All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and the Bylaws shall be exercised exclusively by the Board of Directors.

The names and addresses of the initial members of the Board of Directors, who shall hold office until their successors are elected and qualified in accordance with the provisions of the Bylaws, or until removed, are as follows:

<u>Name:</u>	<u>Address:</u>
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#### ARTICLE VIII OFFICERS

The Officers of the Association shall be selected by the Board of Directors in the manner provided for in the Bylaws. The Officers shall consist of a President, Secretary and Treasurer and any other officer that the Board of Directors may deem necessary. The powers, duties and term of office of the Officers shall be set forth in the Bylaws.

The names and addresses of the initial Officers, who shall hold office until their successors are selected in accordance with the provisions of the Bylaws, or until removed, are as follows:

<u>Name:</u>	<u>Title:</u>
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#### ARTICLE IX INCORPORATOR

The name and address of the incorporator of the Association is \_\_\_\_\_.

#### ARTICLE X REGISTERED OFFICE AND AGENT

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The registered office of the Association shall be located at \_\_\_\_\_. The registered agent upon whom service of process may be effected for the Association shall be \_\_\_\_\_. The registered agent's address is \_\_\_\_\_. The registered agent's acknowledgement and acceptance of such designation is attached hereto.

#### ARTICLE XI BYLAWS

The Association shall be governed by the Bylaws. The Bylaws shall be adopted by the initial Board of Directors. The amendment, alteration or rescission of the Bylaws shall be by vote of not less than seventy-five percent (75%) of the Board of Directors.

#### ARTICLE XII AMENDMENT TO ARTICLES OF INCORPORATION

A. The Articles may be amended by the vote of Members representing not less than seventy-five percent (75%) of the total number of votes present at the annual meeting or at any special meeting called for that purpose; provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors. Notice of the subject matter on any proposed amendment shall be included in the notice of any meeting at which a proposed amendment will be considered.

B. No amendment to the Articles which in any way changes or modifies the voting rights of any Members, or which in any way modifies the percentage of the assessment to be levied against any Member for the operation and maintenance of the Property may be made without the written approval of one hundred percent (100%) of the Members.

C. No amendment to the Articles shall be effective until it has been recorded with the Secretary of State of the State of Louisiana and a certified copy in the Conveyance Records of the Office of the Clerk and Recorder of Iberia Parish, Louisiana.

#### ARTICLE XIII ASSESSMENTS AND FUNDS

A. All Assessments paid by the Owners for the maintenance and operation of the Property shall be utilized by the Association to pay for the costs of maintaining and operating the Property. The Association shall have no interest in any funds received by it through assessments from the Owners except to the extent necessary to carry out the powers vested in it for the benefit of the Owners and the Property.

B. The Association shall make no distribution of income to its Members, directors, or officers, and shall be conducted as a non-profit corporation.

C. Any funds held by the Association from its receipts, over and above the budgeted expenses shall be held for the use and benefit of the Members in proportion to the percentage of their obligation to pay Assessments of the Property, and may be handled or distributed as the Board of Directors in its sole discretion determines.

D. Upon termination of the Declaration and dissolution or final liquidation of this Association, any distribution to the Members, in accordance with the provisions of this Article and the Declaration, shall not constitute or be deemed to be a dividend or distribution of income.

#### ARTICLE XIV INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expense is incurred, except in such cases wherein the director or officer is adjudged guilty of willful misconduct or misconduct in the performance of his duties to the Association; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. This right of indemnification shall be in addition to and not exclusive of any and all other rights to which such director or officer may be entitled.

**THUS DONE AND PASSED**, before me and in the presence of the undersigned competent witnesses, at \_\_\_\_\_, Louisiana, on the date and year first above written, after due reading of the whole.

**WITNESSES:**

**INCORPORATOR:**

Name: \_\_\_\_\_

\_\_\_\_\_

{B0875847.8}

Teche Ridge Declaration of Covenants



Name: \_\_\_\_\_

**NOTARY PUBLIC**

Printed Name of Notary Public: \_\_\_\_\_

Notary Public or Bar Roll No. \_\_\_\_\_

My Commission expires on \_\_\_\_\_



**ACKNOWLEDGMENT**

**STATE OF LOUISIANA**

**PARISH OF**

**BEFORE ME**, the undersigned Notary Public, in and for the Parish of \_\_\_\_\_, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, personally came and appeared, \_\_\_\_\_, who declared and acknowledged in the presence of the undersigned competent witnesses, that he is the person who is designated in the foregoing instrument as the registered agent of the Association, that his signature hereof is his own true and genuine signature and that he accepted such designation of his own free will and accord, and for the uses, purposes and consideration therein expressed.

**THUS DONE AND PASSED** on the day and year first above written, in the presence of the undersigned Notary and witnesses, who have hereunto subscribed their names, together with said appearer after due reading of the whole.

**WITNESSES:**

**REGISTERED AGENT:**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**NOTARY PUBLIC**

Printed Name of Notary Public: \_\_\_\_\_  
Notary Public or Bar Roll No. \_\_\_\_\_  
My Commission expires on \_\_\_\_\_



**EXHIBIT "C-2"**  
**ARTICLES OF INCORPORATION OF THE BUSINESS ASSOCIATION**

**ARTICLES OF INCORPORATION  
OF  
TECHE RIDGE BUSINESS ASSOCIATION, INC.**

**BE IT KNOWN**, that on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before the undersigned Notary Public, personally came and appeared \_\_\_\_\_, a resident of lawful age of \_\_\_\_\_ Parish, Louisiana, , who declared before me, in the presence of the undersigned competent witnesses, that, availing itself of the laws of the State of Louisiana relating to non-profit corporations (La. R.S. 12:201 *et seq.*) (the "**Act**") does hereby organize a non-profit corporation pursuant thereto and to these Articles.

**ARTICLE I  
NAME**

The name of the corporation shall be **Teche Ridge Business Association, Inc.**

**ARTICLE II  
DEFINITIONS**

As used in these Articles of Incorporation, hereinafter referred to as the "**Articles**", unless the context requires otherwise, the following capitalized terms shall have the following meanings:

- A. "**Association**" means the non-profit corporation created by these Articles.
- B. "**Teche Ridge**" means the traditional neighborhood development established by the Declaration (defined herein).
- C. "**Property**" means the immovable property described or designated as Common Area and located exclusively on the Commercial Property as more particularly described in the Declaration, and the buildings and other improvements now or hereafter constructed thereon all of which are subject to the terms and provisions of the Declaration, and all rights, ways, appurtenances, servitudes and other rights attaching or pertaining thereto.
- D. "**Declaration**" means that instrument entitled "**Declaration of Covenants, Conditions, Restrictions and Servitudes for Teche Ridge**", executed in conformity with the provisions of applicable law to be recorded in the Office of the Clerk and Recorder of Conveyances of Iberia Parish, Louisiana. These Articles are attached as Exhibit "C-2" to the Declaration.
- E. "**Declarant**" means collectively, **Southern Mutual Help Association, Inc.**, a Louisiana nonprofit corporation, and **Teche Ridge Development, L.L.C.**, a Louisiana limited liability company, and their successors and assigns; provided, however, that no such assignment shall make any assignee the "**Declarant**" for purposes hereof unless such assignment is an assignment of all of Declarant's rights hereunder and is exclusive, and the assignee assumes all of the obligations of Declarant under the Declaration from and after the date of the assignment.
- F. "**Member**" means an Owner who, by virtue of these Articles and his status as Owner, is a member of the Association.
- G. "**Owner**" means the owner(s) of record title to a Commercial Lot or unit designated for commercial use in a Mixed Use Unit, as defined in the Declaration.

All other words or phrases used herein shall have the meanings given to them in the Declaration. As used herein, reference to the masculine gender shall include the feminine gender, and reference to the singular shall include the plural, and vice versa, unless the context clearly requires otherwise.

**ARTICLE III  
PURPOSE**

The Association is organized pursuant to the Act, for the purpose of operating and managing the Property for the use and benefit of the Owners. The Association is organized as a non-profit corporation and shall make no distribution of income to its members, directors or officers.

**ARTICLE IV  
DURATION**

The Association shall enjoy perpetual existence unless and until the Declaration is terminated in accordance therewith.

**ARTICLE V  
POWERS**

The powers of the Association shall include the following:

- A. To operate and manage the Property for the use and benefit of the Owners.



B. To carry out all the powers and duties vested in it pursuant to the Declaration affecting the Property.

C. To exercise and enjoy all of the powers, rights and privileges granted to or conferred upon non-profit corporations by the Act.

D. To exercise and enjoy all of the powers and duties reasonable and necessary to operate the Property as set forth in the Declaration, as it may be amended from time to time, including but not limited to the following:

1. To adopt and amend bylaws and rules and regulations;
2. To adopt and amend budgets for revenues, expenditures and reserves and make and collect assessments as provided in the Declaration, including for Assessments from Owners;
3. To hire and terminate managing agents and other employees, agents and independent contractors;
4. To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Property;
5. To make contracts and incur liabilities;
6. To regulate the use, maintenance, repair, replacement and modification of the Property;
7. To cause additional improvements to be made as a part of the Property;
8. To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property;
9. To grant servitudes, leases, licenses, and concessions through or over the Property;
10. To impose and receive any payments, fees or charges for the use, rental or operation of the Property;
11. To impose charges for late payment of Assessments and, after notice and an opportunity to be heard, to levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association and, when the violation is a failure to pay for services, to interrupt those services until the violation has ceased;
12. To impose reasonable charges for the preparation and recordation of amendments to the Declaration, certificates of resale or statements of unpaid Assessments;
13. To provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
14. To enter into management agreements for the operation and administration of Teche Ridge, and to manage the Property;
15. To exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
16. To exercise any other powers necessary and proper for the governance and operation of the Association.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

#### **ARTICLE VI MEMBERSHIP**

The qualification of Members, manner of admission, and voting rights shall be as follows:

- A. The Association is organized on a non-stock basis.
- B. Membership Classes: The Association shall have two classes of members:
  - i. Class "A" Members shall consist exclusively of all Owners of Commercial Lots and units in Teche Ridge, and no other person or other entity shall be entitled to Class "A" membership.
  - ii. The Class "B" Member shall consist exclusively of the Declarant, and no other person or other entity shall be entitled to Class "B" membership.
- C. After the Declaration has been recorded, a change in membership of the Association shall be established by recording in the Conveyance Records of the Clerk and Recorder of Iberia Parish, Louisiana, a sale or other instrument establishing record title to a Lot and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument shall thereby become a Member and the membership of the prior Owner shall thereby be terminated.
- D. The interest of any Member in the Association and the shares of a Member in the funds and assets of the Association and membership voting rights cannot be assigned, alienated, sold, transferred, mortgaged,



pledged, pawned, hypothecated, encumbered or conveyed in any manner except as an appurtenance to his Lot or unit.

E. Voting Rights: The voting rights of the two classes are as follows:

- iv. Class A members who are Commercial Owners shall be entitled to one vote for each one-thousand (1,000) rentable square feet of commercial area owned, or such other allotment of votes as set forth by the Business Association. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Corporations, limited liability companies, partnerships and other entities shall notify the Association of the natural person who shall be considered a member of the Association for the purpose of exercising its vote; such entities shall provide such evidence of appointment and authority as the Board of Directors of the Association may require.
- v. The Class B member shall be entitled to three (3) votes for each one-thousand (1,000) rentable square feet of commercial area owned.
- vi. Unless otherwise terminated pursuant to a recorded declaration by the Class B member stating such intent, the Class B membership shall cease and be converted to Class A membership two (2) years after the first to occur of the following:
  - a. when one hundred percent (100%) of the total number of Lots proposed for the Property described on Exhibit "A" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;
  - b. seventy-five (75) years after the date on which the Declaration is recorded in the public records of Iberia Parish, Louisiana; or

#### ARTICLE VII BOARD OF DIRECTORS

The affairs of the Association shall be governed by a Board of Directors, whose number, qualification, powers, duties and term of office shall be set forth in the Bylaws. All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and the Bylaws shall be exercised exclusively by the Board of Directors.

The names and addresses of the initial members of the Board of Directors, who shall hold office until their successors are elected and qualified in accordance with the provisions of the Bylaws, or until removed, are as follows:

Name:

Address:

#### ARTICLE VIII OFFICERS

The Officers of the Association shall be selected by the Board of Directors in the manner provided for in the Bylaws. The Officers shall consist of a President, Secretary and Treasurer and any other officer that the Board of Directors may deem necessary. The powers, duties and term of office of the Officers shall be set forth in the Bylaws.

The names and addresses of the initial Officers, who shall hold office until their successors are selected in accordance with the provisions of the Bylaws, or until removed, are as follows:

Name:

Title:

#### ARTICLE IX INCORPORATOR

The name and address of the incorporator of the Association is:

#### ARTICLE X REGISTERED OFFICE AND AGENT

The registered office of the Association shall be located at \_\_\_\_\_. The registered agent upon whom service of process may be effected for the Association shall be \_\_\_\_\_. The registered agent's address is \_\_\_\_\_. The registered agent's acknowledgement and acceptance of such designation is attached hereto.

#### ARTICLE XI BYLAWS



The Association shall be governed by the Bylaws. The Bylaws shall be adopted by the initial Board of Directors. The amendment, alteration or rescission of the Bylaws shall be by vote of not less than seventy-five percent (75%) of the Board of Directors.

## ARTICLE XII AMENDMENT TO ARTICLES OF INCORPORATION

A. The Articles may be amended by the vote of Owners representing not less than seventy-five percent (75%) of the total number of votes present at the annual meeting or at any special meeting called for that purpose; provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors. Notice of the subject matter on any proposed amendment shall be included in the notice of any meeting at which a proposed amendment will be considered.

B. No amendment to the Articles which in any way changes or modifies the voting rights of any Members, or which in any way modifies the percentage of the assessment to be levied against any Member for the operation and maintenance of the Property may be made without the written approval of one hundred percent (100%) of the Members.

C. No amendment to the Articles shall be effective until it has been recorded with the Secretary of State of the State of Louisiana and a certified copy in the Conveyance Records of the Office of the Clerk and Recorder of Iberia Parish, Louisiana.

## ARTICLE XIII ASSESSMENTS AND FUNDS

A. All Assessments paid by the Owners for the maintenance and operation of the Property shall be utilized by the Association to pay for the costs of maintaining and operating the Property. The Association shall have no interest in any funds received by it through Assessments from the Owners except to the extent necessary to carry out the powers vested in it for the benefit of the Owners and the Property.

B. The Association shall make no distribution of income to its Members, directors, or officers, and shall be conducted as a non-profit corporation.

C. Any funds held by the Association from its receipts, over and above the budgeted expenses shall be held for the use and benefit of the Members in proportion to the percentage of their obligation to pay Assessments of the Property, and may be handled or distributed as the Board of Directors in its sole discretion determines.

D. Upon termination of the Declaration and dissolution or final liquidation of this Association, any distribution to the Members, in accordance with the provisions of this Article and the Declaration, shall not constitute or be deemed to be a dividend or distribution of income.

## ARTICLE XIV INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expense is incurred, except in such cases wherein the director or officer is adjudged guilty of willful misconduct or misconduct in the performance of his duties to the Association; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. This right of indemnification shall be in addition to and not exclusive of any and all other rights to which such director or officer may be entitled.

THUS DONE AND PASSED, before me and in the presence of the undersigned competent witnesses, at \_\_\_\_\_, Louisiana, on the date and year first above written, after due reading of the whole.

WITNESSES:

INCORPORATOR:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

### NOTARY PUBLIC

Printed Name of Notary Public: \_\_\_\_\_  
Notary Public or Bar Roll No. \_\_\_\_\_  
My Commission expires on \_\_\_\_\_



**ACKNOWLEDGMENT**

**STATE OF LOUISIANA**

**PARISH OF IBERIA**

**BEFORE ME**, the undersigned Notary Public, in and for the Parish of Iberia, Louisiana, on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, personally came and appeared, \_\_\_\_\_, who declared and acknowledged in the presence of the undersigned competent witnesses, that he is the person who is designated in the foregoing instrument as the registered agent of the Association, that his signature hereof is his own true and genuine signature and that he accepted such designation of his own free will and accord, and for the uses, purposes and consideration therein expressed.

**THUS DONE AND PASSED** on the day and year first above written, in the presence of the undersigned Notary and witnesses, who have hereunto subscribed their names, together with said appearer after due reading of the whole.

**WITNESSES:**

**REGISTERED AGENT:**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

Printed Name of Notary Public: \_\_\_\_\_  
Notary Public or Bar Roll No. \_\_\_\_\_  
My Commission expires on \_\_\_\_\_



**EXHIBIT "D-1"**  
**BYLAWS OF THE HOMEOWNERS' ASSOCIATION**

**BYLAWS  
OF  
TECHE RIDGE HOMEOWNERS' ASSOCIATION, INC.**

These are the Bylaws of Teche Ridge Homeowners' Association, Inc. adopted concurrently with the Declaration of Covenants, Conditions and Restrictions for Teche Ridge to which these Bylaws are attached as **Exhibit "D-1"**. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration.

**ARTICLE I  
GENERAL**

**Section 1.      Applicability.** These Bylaws provide for the governance of that certain traditional neighborhood development known as "Teche Ridge" located in the Parish of Iberia, Louisiana, pursuant to the requirements of the Louisiana Non-Profit Corporation Law. The Property is described in the Declaration and Exhibits attached thereto, which Declaration and Exhibits have been or will be recorded in the Conveyance Records of Iberia Parish, Louisiana. These Bylaws shall apply only to those Owners of Lots and units designated for residential use in Teche Ridge.

**Section 2.      Compliance.** Every Owner of a Lot or unit designated for residential use in Teche Ridge shall comply with these Bylaws.

**Section 3.      Office.** The office of the Association and the Board of Directors of the Association shall be located at Teche Ridge or at such other place as may be designated from time to time by the Board of Directors.

**ARTICLE II  
OWNERS ASSOCIATION**

**Section 1.      Composition.**

(a) There shall be two (2) types of membership in the Association: Class "A" membership and Class "B" membership. The Class "A" membership shall consist of all of the Owners of residential Lots and those Owners of residential units located in a Mixed Use Lot., acting as a group in accordance with the Act pursuant to the Declaration and these Bylaws. The Class "B" membership shall consist of the Declarant, as defined in the Declaration, until termination of the Class "B" membership, as set forth in the Declaration and the Articles. After termination of the Class "B" membership, the Association shall consist only of Class "A" Members.

(b) For all purposes, the Association shall act merely as an agent for the Owners as a group. The Association shall have the responsibility of administering Teche Ridge, establishing the means and methods of collecting assessments and charges, arranging for the management of Teche Ridge and performing all other acts that may be required or permitted to be performed by the Association by the Declaration and applicable law. Except as to those matters which applicable law specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III of these Bylaws.

**Section 2.      Annual Meetings.** The annual meeting of the Association shall be held each year on or before March 1 of each year. At such annual meeting, the Board of Directors shall be elected by ballot of the Members in accordance with the requirements of Sections 3 and 4 of Article III of these Bylaws. So long as Declarant shall be a Class "B" Member of the Association, Declarant shall be entitled to designate the members of the Board of Directors. Declarant has selected the members of the initial Board of Directors as listed in the Articles of Incorporation.

**Section 3.      Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

**Section 4.      Special Meetings.**

(a) The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners of not less than fifty percent (50%) of total number of residential Lots and units in Teche Ridge. The notice of any special meeting shall state the time, place, and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Pursuant to the terms of the Declaration, upon termination of the Class "B" membership, a special meeting of the Association shall be held at which all of the members of the Board of Directors designated by Declarant shall resign, and the Owners, including Declarant if Declarant owns one or more residential Lots, shall thereupon elect successor members of the Board of Directors.

**Section 5.      Notice of Meetings.** The Secretary shall mail to each Owner a notice of each annual and special meeting of the Owners at least ten (10) days but not more than thirty (30) days prior to the date fixed for the meeting. Such notice of the annual meeting shall state the time and place of the meeting and shall also state the purpose of the meeting if a specified action is to be taken at the meeting. In the case of a special meeting, such notice shall state the purpose of the meeting. Notice shall have been deemed to been given upon delivery, or if the



notice is mailed, when such notice is placed in the United States mail, postage prepaid and addressed to an Owner at his or her last known address on record with the Association.

**Section 6. Quorum and Adjournment of Meetings.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Owners holding over forty percent (40%) of the total number of votes shall constitute a quorum at any meeting of the Association; provided, however, that until termination of the Class B membership, presence of the Class B member shall constitute a quorum.

If at any meeting of the Association a quorum is not present, or the withdrawal of enough Members leaves less than a quorum present at a meeting already called to order, Owners may continue to transact business, or a majority of the total number of Owners of Lots or units present at such meeting in person or by proxy may adjourn the meeting to a time and place they determine all in accordance with the provisions of La.R.S.12:231 of the Louisiana Nonprofit Corporation Law. Notice of such second meeting shall be attempted pursuant to Section 5 of this Article.

**Section 7. Order of Business.** The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees.
- (g) Election or appointment of inspectors of election (when so required).
- (h) Old business.
- (i) New business.

**Section 8. Title to Lots.** Title to a Homeowners' Lot may be taken in the name of one or more Persons, in any manner permitted by law. The Association may acquire, hold and transfer full legal title to one or more Homeowners' Lots in Teche Ridge in its own name, but only if the unanimous consent of the Members of the Association is obtained.

**Section 9. Voting.** Voting at all meetings of the Association shall be exercised by the Voting Members, unless otherwise set forth in the Declaration. Each Class A Member shall be entitled to one vote per Lots and/or units such Owner owns in Teche Ridge. The Class B member shall be entitled to three (3) votes for each Lot or unit owned in Teche Ridge. Where the ownership of a Lot or unit is in more than one Person, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person named in a certificate executed by all of the owners of such Lot or unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person owning such Lot or unit who is present. If more than one Person owning such Lot or unit is present then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by applicable law, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Lot or unit at any meeting of the Association.

Except where a greater number is required by applicable law, the Declaration or these Bylaws, after the Class B membership terminates, the owners of more than forty percent (40%) of the total number of votes voting in person or by proxy at a duly convened meeting at which a quorum is present are required to adopt decisions at any meeting of the Association. Any specified percentage of the Owners means the Owners owning such percentage interests in the aggregate.

If Declarant owns or holds title to one or more Lots or units after the termination of the Class B membership, Declarant shall have the right at any meeting of the Association to cast the vote of such Lot or unit, or Lots or units. No Owner may vote at any meeting of the Association or be elected to or serve on the Board of Directors if the Association has perfected a lien and privilege against his Lot as a result of the Owner's failure to pay any Assessment, and the amount necessary to release such lien and privilege has not been paid at the time of such meeting or election.

**Section 10. Amendment of Bylaws.** These Bylaws may be amended, altered or rescinded only by the vote of not less than seventy-five percent (75%) of the members of the Board of Directors.

**Section 11. Proxies.** A vote may be cast in person or by proxy. Such proxy may be granted by any Owner in favor of only another Owner, a mortgagee or Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner owning such Homeowners' Lot. Except with respect to proxies in favor of a mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

**Section 12. Conduct of Meetings.** The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring during the meeting. The President may appoint a person to serve as a parliamentarian at any meeting of the Association. All votes shall be tallied by persons appointed by the President or other officer presiding over the meeting.

### ARTICLE III BOARD OF DIRECTORS

**Section 1. Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors. Until termination of the Class "B" Control Period, and thereafter until their successors shall have been elected by the Owners, the Board of Directors shall consist of such persons as may be designated by Declarant.

The Board of Directors shall be composed of at least three (3) persons, all of whom shall be Owners or



spouses of Owners, mortgagees (or designees of mortgagees) or designees of Declarant.

The Owners shall enjoy the benefits of cumulative voting in the election of Board members, meaning each Lot Owner shall be entitled to cast a vote for seat being filled.

**Section 2. Powers and Duties.** The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required to be exercised and done by the Association or Owners by applicable law, the Declaration or these Bylaws. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of Teche Ridge; provided, however, that such Rules and Regulations shall not be in conflict with applicable law, the Declaration or these Bylaws. In addition to the duties imposed by applicable law, the Articles of Incorporation, the Declaration, and these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall on behalf of the Association:

(a) prepare an annual budget in which there shall be established the Assessments of Owners.

(b) make assessments against Owners to defray the costs and expenses of Teche Ridge, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment of the General Assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Owner shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month.

(c) provide for the operation, care, upkeep and maintenance of all of the Commons and services thereof.

(d) designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Commons and provide service for Teche Ridge and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of Teche Ridge.

(e) collect the Assessments against the Owners, deposit the proceeds thereof in Bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of Teche Ridge.

(f) make and amend the Rules and Regulations.

(g) open bank accounts on behalf of the Association and designate the signatories thereon.

(h) make, or contract for the making of, repairs, additions and improvements to or alterations of Teche Ridge, and repairs to and restoration of Teche Ridge, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Owners with respect to all matters arising out of any eminent domain proceeding.

(j) obtain and carry insurance against casualties and liabilities, as necessary, pay the premiums therefor and adjust and settle any claims thereunder.

(k) pay the cost of all authorized services rendered to the Association and not charged to Owners of Lots or otherwise provided for in these Bylaws.

(l) keep books with detailed accounts in chronological order of the receipts and expenditures affecting Teche Ridge and the administration of Teche Ridge specifying the expenses of maintenance and repair of the Commons and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on business days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be an occupant of Teche Ridge or an Owner. The cost of such audit shall included in the General Assessment.

(m) notify a Mortgagee of any default hereunder by the Owner of the Homeowners' Lot subject to such Mortgage, in the event such default continues for a period exceeding thirty (30) days.

(n) borrow money on behalf of Teche Ridge when required in connection with the operation, care, upkeep and maintenance of the Commons, provided, however, that the consent of Owners representing at least seventy-five percent (75%) of the total number of Lots and units in Teche Ridge, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of Twenty-Five Thousand Dollars (\$25,000.00).

(o) acquire, hold and dispose of Lots and Commons and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association and the purchase is approved by all of the Owners.

(p) do such other things and acts not inconsistent with applicable law, Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Association.

**Section 3. Election and Term of Office.**



(a) The term of the initial directors appointed by Declarant shall be three (3) years. At the special meeting referred to in Article II, Section 4(b) above, the Owners shall elect the Board of Directors, and their terms of office shall be as follows: the term of office of three (3) of the members of the Board of Directors shall be fixed at three (3) years, the term of office of three (3) of the members of the Board of the Directors shall be fixed at two (2) years, and the term of office of one (1) of the members of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the initial Board of Directors selected at that special meeting, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association except in the case of earlier removal or resignation.

(b) Persons qualified to serve as members of the Board of Directors may be nominated for election only as follows:

(1) Any Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by an Owner and a statement that the person nominated is willing to serve on the Board of Directors. The Secretary shall mail or hand-deliver the submitted items to every Owner along with the notice of such meeting; or

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by petition.

**Section 4. Removal or Resignation of Members of the Board of Directors.** Except with respect to Directors designated by Declarant, at any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting at which his removal is to be considered. A member of the Board of Directors may resign at any time. A member of the Board of Directors shall be deemed to have resigned upon disposition of his Lot.

**Section 5. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors called for such purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association. Notwithstanding anything to the contrary in this Section or in the preceding Section 4, during the Class "B" membership, Declarant shall designate the successor to any resigned or removed member of the Board of Directors previously designated by Declarant.

**Section 6. Organization Meeting.** The first meeting of the Board of Directors following the annual meeting of the Association shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to constitute such meeting, providing a majority of the Board of Directors are present at such first meeting.

**Section 7. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as is determined from time to time by a majority of the Board of Directors, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, at least three (3) business days prior to the date of such meeting.

**Section 8. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) business days notice to each Director, given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

**Section 9. Waiver of Notice.** Any Director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to such notice having validly been given. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

**Section 10. Quorum of Board of Directors.** At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting.

**Section 11. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

**Section 12. Action Without Meeting.** Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

**Section 13. Compensation.** No Director shall receive any compensation from the Association for acting in such capacity.

**Section 14. Fidelity Bonds.** The Board of Directors shall obtain and maintain adequate fidelity bonds in an amount not less than 125% of the total annual Assessments for the year (in such form and in such greater amounts as may be required by the mortgagees) to protect against dishonest acts on the part of the officers,



directors, and employees of the Association who handle or are responsible for Teche Ridge funds. The premiums on such bonds shall be paid as part of the General Assessment. Such fidelity bonds shall: (i) name the Association as an obligee; (ii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iii) provide that such bonds may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the mortgagees.

**Section 15. No Liability of the Board of Directors, Officers, Owners, Association.**

(a) The officers and members of the Board of Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of applicable law, the Declaration or these Bylaws, except to the extent such liability is covered by directors and officers liability insurance. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the officers, the Board of Directors or a manager on behalf of the Association shall, if obtainable, provide that the officers, members of the Board of Directors or the manager, as the case may be, are acting only as agents of the Association and shall have no personal liability thereunder (except as Owners). No Owner, as a Member of the Association, shall be personally liable for any obligation of the Association.

(b) The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as part of the General Assessment, or for injury or damage to person or property caused by the elements or by any Owner or any other person or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Commons or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Commons. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort, arising from the making of repairs or improvements to the Commons or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

**Section 16. Common or Interested Directors.** Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the best interests of Teche Ridge. No contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm or association (including Declarant) in which any of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or the committee, and the Board of Directors or committee authorizes, approve or ratifies such contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of the interested director or directors; or

(b) The fact of the common directorate or interest is disclosed or known to the Owners, and the Owners approve or ratify the contract or transaction in good faith by a vote of the Owners sufficient for the purpose; or

(c) The contract or transaction is fair to the Association at the time it is authorized, ratified, approved or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction.

**Section 17. Committees.** The Board of Directors may establish committees as it determines are necessary in their sole discretion to assist with the duties and responsibilities of the Board in maintaining and governing the Association.

**ARTICLE IV  
OFFICERS**

**Section 1. Designation.** The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice President, an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors.

**Section 2. Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

**Section 3. Removal of Officers.** Upon the affirmative vote of a majority of all members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors, and have all of the general powers and duties which are incident to the office of president of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law including without limitation the power to appoint committees from among the Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.



**Section 5. Secretary.** Except as provided in Section 7 of this Article relating to the appointment of a Vice President, the Secretary shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Secretary is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis.

The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, have charge of such books and records as the Board of Directors may direct, maintain a register setting forth the place to which all notices to Owners and mortgagees hereunder shall be delivered, and in general perform all the duties incident to the office of secretary of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

**Section 6. Treasurer.** The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate financial records and books showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Association or the manager, in such depositories as may from time to time be designated by the Board of Directors, and in general perform all the duties incident to the office of treasurer of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

**Section 7. Vice President and Other Officers.** In the event the Board of Directors appoints a Vice President, the Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

In the event the Board of Directors appoints such other officers as it deems necessary, such officers shall perform such duties as shall from time to time be imposed upon them by the Board of Directors or by the President.

**Section 8. Execution of Documents.** All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Thousand Dollars (\$5,000.00) shall be executed by any two (2) officers designated by the Board of Directors. All such instruments for expenditures or obligations of Five Thousand Dollars (\$5,000.00) or less may be executed by any one (1) officer designated by the Board of Directors.

**Section 9. Compensation of Officers.** No officer who is also a member of the Board of Directors shall receive any compensation from the Association for acting as such officer. All other permitted compensation for officers shall be determined by the Board of Directors.

## ARTICLE V OPERATION OF THE PROPERTY

### **Section 1. Determination of Common Expenses and Common Assessments Against Owners.**

(a) **Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) **Preparation and Approval of Budget.**

(i) At least sixty (60) days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Commons, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be payable by General Assessment by the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of Teche Ridge and the rendering to the Owners of all related services.

(ii) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall send to each Owner a copy of the budget in a reasonably itemized form which sets forth the estimated amount of the General Assessment and any Special Assessment payable by each Owner. Such budget shall constitute the basis for determining each Owner's Assessment.

(c) **Assessment and Payment of Common Expenses.** Subject to the provisions of Article 13 of the Declaration, the total amount of the estimated funds required for the operation of Teche Ridge set forth in the budget adopted by the Board of Directors shall be a lien against each Owner's Lot as provided in Article 13 of the Declaration. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Owner shall be obligated to pay to the Board of Directors or the manager (as determined by the Board of Directors) one-twelfth (1/12) of such Assessment. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized accounting of the Assessments for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems it advisable, be credited according to each Owner's Assessments to the next monthly installments due from Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Owners in accordance with their Assessments and shall be payable either (1) in full with payment of the next monthly Assessment due, or (2) in not more than six (6) equal monthly installments, as the Board of Directors may determine.

(d) **Reserves.** The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners according



to their Assessments, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in the preceding paragraph (c).

(e) **Initial Capital Payment.**

(i) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this Section, for the period commencing thirty (30) days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the Owners during such period as provided in paragraph (c) of this Section.

(ii) Declarant, as the agent of the Board of Directors, shall collect from each initial purchaser of a Lot at the time of closing an "**initial capital payment**" equivalent to two times the estimated monthly Assessment for such Lot. Declarant shall deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Association.

(f) **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been delivered.

**Section 2. Collection of Assessments.** The Board of Directors, or the manager at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

**Section 3. Statement of Common Expenses.** The Board of Directors shall promptly provide any Owner, contract purchaser or mortgagee so requesting the same in writing with a written statement of all unpaid Assessments due from such Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

## **ARTICLE VII MISCELLANEOUS**

**Section 1. Notices.** All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, postage prepaid (or otherwise as the Board of Directors may determine), (i) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Association, the Board of Directors or the manager, at the principal office of the manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Lot is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference only, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

**Section 3. Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

**Section 4. Construction.** These Bylaws are intended to comply with all applicable provisions of law and shall be so interpreted and applied.

**Section 5. Severability.** The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word or other provision of these Bylaws shall not affect the validity of the remaining portions thereof.



**EXHIBIT "D-2"**  
**BYLAWS OF THE BUSINESS ASSOCIATION**

**BYLAWS**  
**OF**  
**TECHE RIDGE BUSINESS ASSOCIATION, INC.**

These are the Bylaws of Teche Ridge Business Association, Inc. adopted concurrently with the Declaration of Covenants, Conditions and Restrictions for Teche Ridge to which these Bylaws are attached as **Exhibit "D-2"**. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration.

**ARTICLE I**  
**GENERAL**

**Section 1.      Applicability.** These Bylaws provide for the governance of that certain traditional neighborhood development known as "Teche Ridge" located in the Parish of Iberia, Louisiana, pursuant to the requirements of the Louisiana Non-Profit Corporation Law. The Property is described in the Declaration and Exhibits attached thereto, which Declaration and Exhibits have been or will be recorded in the Conveyance Records of Iberia Parish, Louisiana. These Bylaws shall apply only to those Owners of Lots and units designated for commercial use in Teche Ridge ("**Commercial Lot**").

**Section 2.      Compliance.** Every Owner of a Commercial Lot in Teche Ridge shall comply with these Bylaws.

**Section 3.      Office.** The office of the Association and the Board of Directors of the Association shall be located at Teche Ridge or at such other place as may be designated from time to time by the Board of Directors.

**ARTICLE II**  
**OWNERS ASSOCIATION**

**Section 1.      Composition.**

(a) There shall be two (2) types of membership in the Association: Class "A" membership and Class "B" membership. The Class "A" membership shall consist of all of the Owners of Commercial Lots and those Owners of commercial units located in a Mixed Use Lot, acting as a group in accordance with the Act pursuant to the Declaration and these Bylaws. The Class "B" membership shall consist of the Declarant, as defined in the Declaration, until termination of the Class "B" membership, as set forth in the Declaration and the Articles. After termination of the Class "B" membership, the Association shall consist only of Class "A" Members.

(c) For all purposes, the Association shall act merely as an agent for the Owners as a group. The Association shall have the responsibility of administering Teche Ridge, establishing the means and methods of collecting assessments and charges, arranging for the management of Teche Ridge and performing all other acts that may be required or permitted to be performed by the Association by the Declaration and applicable law. Except as to those matters which applicable law specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III of these Bylaws.

**Section 2.      Annual Meetings.** The annual meeting of the Association shall be held each year on or before March 1 of each year. At such annual meeting, the Board of Directors shall be elected by ballot of the Members in accordance with the requirements of Sections 3 and 4 of Article III of these Bylaws. So long as Declarant shall be a Class "B" Member of the Association, Declarant shall be entitled to designate the members of the Board of Directors. Declarant has selected the members of the initial Board of Directors as listed in the Articles of



Incorporation.

**Section 3. Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

**Section 4. Special Meetings.**

(a) The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners of not less than fifty percent (50%) of total number of Commercial Lots and units in Teche Ridge. The notice of any special meeting shall state the time, place, and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Pursuant to the terms of the Declaration, upon termination of the Class "B" membership, a special meeting of the Association shall be held at which all of the members of the Board of Directors designated by Declarant shall resign, and the Owners, including Declarant if Declarant owns one or more Commercial Lots, shall thereupon elect successor members of the Board of Directors.

**Section 5. Notice of Meetings.** The Secretary shall mail to each Owner a notice of each annual and special meeting of the Owners at least ten (10) days but not more than thirty (30) days prior to the date fixed for the meeting. Such notice of the annual meeting shall state the time and place of the meeting and shall also state the purpose of the meeting if a specified action is to be taken at the meeting. In the case of a special meeting, such notice shall state the purpose of the meeting. Notice shall have been deemed to been given upon delivery, or if the notice is mailed, when such notice is placed in the united States mail, postage prepaid and addressed to an Owner at his or her last known address on record with the Association.

**Section 6. Quorum and Adjournment of Meetings.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Owners holding over forty percent (40%) of the total number of votes shall constitute a quorum at any meeting of the Association; provided, however, that until termination of the Class B membership, presence of the Class B member shall constitute a quorum.

If at any meeting of the Association a quorum is not present, or the withdrawal of enough Members leaves less than a quorum present at a meeting already called to order, Owners may continue to transact business, or a majority of the total number of Owners of Lots or units present at such meeting in person or by proxy may adjourn the meeting to a time and place they determine all in accordance with the provisions of La.R.S.12:231 of the Louisiana Nonprofit Corporation Law. Notice of such second meeting shall be attempted pursuant to Section 5 of this Article.

**Section 7. Order of Business.** The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees.
- (g) Election or appointment of inspectors of election (when so required).
- (h) Old business.
- (i) New business.

**Section 8. Title to Lots and Commercial Parcels.** Title to a Commercial Lot may be taken in the



name of one or more Persons, in any manner permitted by law. The Association may acquire, hold and transfer full legal title to one or more Commercial Lots in Teche Ridge in its own name, but only if the unanimous consent of the Members of the Association is obtained.

**Section 9. Voting.** Voting at all meetings of the Association shall be exercised by the Voting Members, unless otherwise set forth in the Declaration. Each Class A Member shall be entitled to one vote based on the number of rentable square feet such Owner owns in Teche Ridge. Each Class A Member shall be allotted one vote for every one-thousand (1,000) rentable square feet in Teche Ridge. The Class B Member shall be allotted three (3) votes for every one-thousand (1,000) rentable square feet in Teche Ridge. Where the ownership of a Lot or unit is in more than one Person, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person named in a certificate executed by all of the owners of such Lot or unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person owning such Lot or unit who is present. If more than one Person owning such Lot or unit is present then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by applicable law, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Lot or unit at any meeting of the Association.

Except where a greater number is required by applicable law, the Declaration or these Bylaws, after the Class B membership terminates, the owners of more than forty percent (40%) of the total number of votes voting in person or by proxy at a duly convened meeting at which a quorum is present are required to adopt decisions at any meeting of the Association. Any specified percentage of the Owners means the Owners owning such percentage interests in the aggregate.

If Declarant owns or holds title to one or more Lots or units after the termination of the Class B membership, Declarant shall have the right at any meeting of the Association to cast the vote of such Lot or unit, or Lots or units. No Owner may vote at any meeting of the Association or be elected to or serve on the Board of Directors if the Association has perfected a lien and privilege against his Commercial Lot as a result of the Owner's failure to pay any Assessment, and the amount necessary to release such lien and privilege has not been paid at the time of such meeting or election.

**Section 10. Amendment of Bylaws.** These Bylaws may be amended, altered or rescinded only by the vote of not less than seventy-five percent (75%) of the members of the Board of Directors.

**Section 11. Proxies.** A vote may be cast in person or by proxy. Such proxy may be granted by any Owner in favor of only another Owner, a mortgagee or Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner owning such Commercial Lot. Except with respect to proxies in favor of a mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

**Section 12. Conduct of Meetings.** The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring during the meeting. The President may appoint a person to serve as a parliamentarian at any meeting of the Association. All votes shall be tallied by persons appointed by the President or other officer presiding over the meeting.

### ARTICLE III

#### BOARD OF DIRECTORS

**Section 1. Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors. Until termination of the Class "B" Control Period, and thereafter until their successors shall have been elected by the Owners, the Board of Directors shall consist of such persons as may be designated by Declarant.



The Board of Directors shall be composed of at least three (3) persons, all of whom shall be Owners or spouses of Owners, mortgagees (or designees of mortgagees) or designees of Declarant.

The Owners shall enjoy the benefits of cumulative voting in the election of Board members, meaning each Lot Owner shall be entitled to cast a vote for each seat being filled.

**Section 2. Powers and Duties.** The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required to be exercised and done by the Association or Owners by applicable law, the Declaration or these Bylaws. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of Teche Ridge; provided, however, that such Rules and Regulations shall not be in conflict with applicable law, the Declaration or these Bylaws. In addition to the duties imposed by applicable law, the Articles of Incorporation, the Declaration, and these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall on behalf of the Association:

(a) prepare an annual budget in which there shall be established the Assessments of Owners.

(b) make assessments against Owners to defray the costs and expenses of Teche Ridge, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment of the General Assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Owner shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month.

(c) provide for the operation, care, upkeep and maintenance of all of the Common Area located exclusively within the commercial area of Teche Ridge ("**Commercial Commons**") and services thereof.

(d) designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Commercial Commons and provide service for Teche Ridge and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of Teche Ridge.

(e) collect the Assessments against the Owners, deposit the proceeds thereof in Bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of Teche Ridge.

(f) make and amend the Rules and Regulations.

(g) open bank accounts on behalf of the Association and designate the signatories thereon.

(h) make, or contract for the making of, repairs, additions and improvements to or alterations of Teche Ridge, and repairs to and restoration of Teche Ridge, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Owners with respect to all matters arising out of any eminent domain proceeding.

(j) obtain and carry insurance against casualties and liabilities, as necessary, pay the premiums therefor and adjust and settle any claims thereunder.

(k) pay the cost of all authorized services rendered to the Association and not charged to Owners of Lots or otherwise provided for in these Bylaws.



(l) keep books with detailed accounts in chronological order of the receipts and expenditures affecting Teche Ridge and the administration of Teche Ridge specifying the expenses of maintenance and repair of the Commercial Commons and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on business days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be an occupant of Teche Ridge or an Owner. The cost of such audit shall included in the General Assessment.

(m) notify a Mortgagee of any default hereunder by the Owner of the Commercial Lot subject to such Mortgage, in the event such default continues for a period exceeding thirty (30) days.

(n) borrow money on behalf of Teche Ridge when required in connection with the operation, care, upkeep and maintenance of the Commercial Commons, provided, however, that the consent of Owners representing at least seventy-five percent (75%) of the total number of Lots and units in Teche Ridge, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of Twenty-Five Thousand Dollars (\$25,000.00).

(o) acquire, hold and dispose of Lots and Commercial Commons and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association and the purchase is approved by all of the Owners.

(p) do such other things and acts not inconsistent with applicable law, Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Association.

### **Section 3. Election and Term of Office.**

(a) The term of the initial directors appointed by Declarant shall be three (3) years. At the special meeting referred to in Article II, Section 4(b) above, the Owners shall elect the Board of Directors, and their terms of office shall be as follows: the term of office of three (3) of the members of the Board of Directors shall be fixed at three (3) years, the term of office of three (3) of the members of the Board of the Directors shall be fixed at two (2) years, and the term of office of one (1) of the members of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the initial Board of Directors selected at that special meeting, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association except in the case of earlier removal or resignation.

(b) Persons qualified to serve as members of the Board of Directors may be nominated for election only as follows:

(1) Any Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by an Owner and a statement that the person nominated is willing to serve on the Board of Directors. The Secretary shall mail or hand-deliver the submitted items to every Owner along with the notice of such meeting; or

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by petition.

**Section 4. Removal or Resignation of Members of the Board of Directors.** Except with respect to Directors designated by Declarant, at any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting at which his removal is to be considered. A member of the Board of Directors may resign at any time. A member of the Board of Directors shall be deemed to have resigned upon disposition of his Lot.



**Section 5. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors called for such purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association. Notwithstanding anything to the contrary in this Section or in the preceding Section 4, during the Class "B" membership, Declarant shall designate the successor to any resigned or removed member of the Board of Directors previously designated by Declarant.

**Section 6. Organization Meeting.** The first meeting of the Board of Directors following the annual meeting of the Association shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to constitute such meeting, providing a majority of the Board of Directors are present at such first meeting.

**Section 7. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as is determined from time to time by a majority of the Board of Directors, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, at least three (3) business days prior to the date of such meeting.

**Section 8. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) business days notice to each Director, given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

**Section 9. Waiver of Notice.** Any Director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to such notice having validly been given. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

**Section 10. Quorum of Board of Directors.** At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting.

**Section 11. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

**Section 12. Action Without Meeting.** Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

**Section 13. Compensation.** No Director shall receive any compensation from the Association for acting in such capacity.

**Section 14. Fidelity Bonds.** The Board of Directors shall obtain and maintain adequate fidelity bonds in an amount not less than 125% of the total annual Assessments for the year (in such form and in such greater amounts as may be required by the mortgagees) to protect against dishonest acts on the part of the officers, directors, and employees of the Association who handle or are responsible for Teche Ridge funds. The premiums on such bonds shall be paid as part of the General Assessment. Such fidelity bonds shall: (i) name the Association as an obligee; (ii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iii) provide that such bonds may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the mortgagees.



**Section 15. No Liability of the Board of Directors, Officers, Owners, Association.**

(a) The officers and members of the Board of Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of applicable law, the Declaration or these Bylaws, except to the extent such liability is covered by directors and officers liability insurance. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the officers, the Board of Directors or a manager on behalf of the Association shall, if obtainable, provide that the officers, members of the Board of Directors or the manager, as the case may be, are acting only as agents of the Association and shall have no personal liability thereunder (except as Owners). No Owner, as a Member of the Association, shall be personally liable for any obligation of the Association.

(b) The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as part of the General Assessment, or for injury or damage to person or property caused by the elements or by any Owner or any other person or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Commercial Commons or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Commercial Commons. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort, arising from the making of repairs or improvements to the Commercial Commons or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

**Section 16. Common or Interested Directors.** Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the best interests of Teche Ridge. No contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm or association (including Declarant) in which any of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or the committee, and the Board of Directors or committee authorizes, approve or ratifies such contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of the interested director or directors; or

(b) The fact of the common directorate or interest is disclosed or known to the Owners, and the Owners approve or ratify the contract or transaction in good faith by a vote of the Owners sufficient for the purpose; or

(c) The contract or transaction is fair to the Association at the time it is authorized, ratified, approved or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction.

**Section 17. Committees.** The Board of Directors may establish committees as it determines are necessary in their sole discretion to assist with the duties and responsibilities of the Board in maintaining and governing the Association.

**ARTICLE IV**

**OFFICERS**

**Section 1. Designation.** The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice President, an assistant treasurer, an assistant secretary and such other officers as in its judgment may



be necessary. The President shall be a member of the Board of Directors.

**Section 2. Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

**Section 3. Removal of Officers.** Upon the affirmative vote of a majority of all members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors, and have all of the general powers and duties which are incident to the office of president of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law including without limitation the power to appoint committees from among the Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

**Section 5. Secretary.** Except as provided in Section 7 of this Article relating to the appointment of a Vice President, the Secretary shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Secretary is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis.

The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, have charge of such books and records as the Board of Directors may direct, maintain a register setting forth the place to which all notices to Owners and mortgagees hereunder shall be delivered, and in general perform all the duties incident to the office of secretary of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

**Section 6. Treasurer.** The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate financial records and books showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Association or the manager, in such depositories as may from time to time be designated by the Board of Directors, and in general perform all the duties incident to the office of treasurer of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

**Section 7. Vice President and Other Officers.** In the event the Board of Directors appoints a Vice President, the Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

In the event the Board of Directors appoints such other officers as it deems necessary, such officers shall perform such duties as shall from time to time be imposed upon them by the Board of Directors or by the President.

**Section 8. Execution of Documents.** All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Thousand Dollars (\$5,000.00) shall be executed by any two (2) officers designated by the Board of Directors. All such instruments for expenditures or obligations of Five Thousand Dollars (\$5,000.00) or less may be executed by any one (1) officer designated by the Board of Directors.

**Section 9. Compensation of Officers.** No officer who is also a member of the Board of Directors shall receive any compensation from the Association for acting as such officer. All other permitted compensation for officers shall be determined by the Board of Directors.

## ARTICLE V

### OPERATION OF THE PROPERTY



**Section 1. Determination of Common Expenses and Common Assessments Against Owners.**

(a) **Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) **Preparation and Approval of Budget.**

(i) At least sixty (60) days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Commercial Commons, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be payable by General Assessment by the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of Teche Ridge and the rendering to the Owners of all related services.

(ii) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall send to each Owner a copy of the budget in a reasonably itemized form which sets forth the estimated amount of the General Assessment and any Special Assessment payable by each Owner. Such budget shall constitute the basis for determining each Owner's Assessment.

(c) **Assessment and Payment of Common Expenses.** Subject to the provisions of Article 13 of the Declaration, the total amount of the estimated funds required for the operation of Teche Ridge set forth in the budget adopted by the Board of Directors shall be a lien against each Owner's Lot as provided in Article 13 of the Declaration. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Owner shall be obligated to pay to the Board of Directors or the manager (as determined by the Board of Directors) one-twelfth (1/12) of such Assessment. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized accounting of the Assessments for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems it advisable, be credited according to each Owner's Assessments to the next monthly installments due from Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Owners in accordance with their Assessments and shall be payable either (1) in full with payment of the next monthly Assessment due, or (2) in not more than six (6) equal monthly installments, as the Board of Directors may determine.

(d) **Reserves.** The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Owners according to their Assessments, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in the preceding paragraph (c).

(e) **Initial Capital Payment.**

(i) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this Section, for the period commencing thirty (30) days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the Owners during such period as provided in paragraph (c) of this Section.

(ii) Declarant, as the agent of the Board of Directors, shall collect from each initial purchaser of a Lot at the time of closing an "initial capital payment" equivalent to two times the estimated



monthly Assessment for such Lot. Declarant shall deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Association.

(f) **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been delivered.

**Section 2. Collection of Assessments.** The Board of Directors, or the manager at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

**Section 3. Statement of Common Expenses.** The Board of Directors shall promptly provide any Owner, contract purchaser or mortgagee so requesting the same in writing with a written statement of all unpaid Assessments due from such Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

## ARTICLE VII

### MISCELLANEOUS

**Section 1. Notices.** All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, postage prepaid (or otherwise as the Board of Directors may determine), (i) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Association, the Board of Directors or the manager, at the principal office of the manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Lot is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference only, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

**Section 3. Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

**Section 4. Construction.** These Bylaws are intended to comply with all applicable provisions of law and shall be so interpreted and applied.

**Section 5. Severability.** The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word or other provision of these Bylaws shall not affect the validity of the remaining portions thereof.



**EXHIBIT "E"**  
**RULES OF ARBITRATION**

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("**Arbitration Notice**").
2. Each Party shall select an arbitrator ("**Party Appointed Arbitrator**"). The Party Appointed Arbitrators shall, by agreement, select one of two neutral arbitrators ("**Neutral(s)**") so that the total arbitration panel ("**Panel**") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within twenty (20) days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("**Chair**").
3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice Claimant may notify any Louisiana chapter of The Community Associations Foundation which shall appoint one Neutral ("**Appointed Neutral**"), notifying the Appointed Neutral and all Parties ("**Arbitrator**"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.
4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstances likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("**Bias Disclosure**"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.
5. The Arbitrator or Chair, as the case may be ("**Arbitrator**") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties.
6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings.
7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.
8. There shall be no stenographic record of the proceedings.
9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.
10. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.
11. The Arbitrator shall declare the hearings closed when satisfied the record is complete.
12. There will be no post-hearing briefs.
13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than fourteen (14) days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.
14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.
15. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.



# ARCHITECTURAL STANDARDS

## REFERENCED MATERIALS:

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Hale, Jonathan. *The Old Way of Seeing How Architecture Lost Its Magic (And How to Get it Back)*. New York: Houghton Mifflin Company, 1994.  
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A Knopf, 1997.  
Mouzon, Stephen. *Traditional Construction Patterns Design & Detail Rules of Thumb*. New York: The McGraw-Hill Companies, 2004.  
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ARCHITECTS  
SOUTHWEST

**TECHE RIDGE**  
*A Traditional Neighborhood Development*

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Iberia Parish, Louisiana



ARCHITECTURAL STANDARDS

V-1



## BUILDING WALLS

## BUILDING ELEMENTS

## ROOFS

## WINDOWS AND DOORS

## MATERIALS

## CONFIGURATION AND TECHNIQUES

THESE VIBRATIONS WERE NOT OBSERVED ON MODULAR CONCRETE FLOOR AND  
WALLS DURING THE 1994 NORTH RIFTING AND PRECIPITATION.

[illegible]

**ALL USER MATERIAL OR CONTENT FROM THE BULLETIN OF THE SOCIETY OF AMERICAN ARCHAEOLOGISTS SHALL BE DEEMED TO BE THE PROPERTY OF THE SOCIETY OF AMERICAN ARCHAEOLOGISTS AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE SOCIETY OF AMERICAN ARCHAEOLOGISTS.**

[illegible]

IN THE CASE OF PLASTER, CONCRETE SHALL BE APPLIED TO CONCRETE BLOCK OR POURED CONCRETE IN REINFORCED FORMWORK. STUCCO SHALL BE APPLIED OVER PLASTER.

[illegible][illegible][illegible]

ALL OCCASIONAL ROLLS SHALL BE PROVIDED WITH A NATURAL WOOD FINISH. 915 DRY-  
TENS FOR VERTICAL ROOF DRAINAGE.

IF WITH GUTTERS SHALL BE PROVIDED ON THE ALTERNATE END OF EACH ROOF SECTION.  
DRAINAGE CAN BE OF CONCRETE, POLY-PROPYLENE MATERIAL OR METAL ON TRUSS.

[illegible]

PHILIP CONSIDERED UNWILLING TO CONSIDER ANY WHISTLE-BLOWING PROTECTION AS A PART OF THE ENEMY ACT.

PHILIP SHALL NOT BE SUBJECT TO A "GOD-BY" BETWEEN PHILIPS.

PHILIP CONSIDERED UNWILLING TO CONSIDER ANY WHISTLE-BLOWING PROTECTION AS A PART OF THE ENEMY ACT.

PHILIP SHALL NOT BE SUBJECT TO A "GOD-BY" BETWEEN PHILIPS.

[illegible]

PELMASKETS OR MASKS SHALL BE CLAD IN ONE OF THE FOLLOWING MATERIALS IN ITS NATURAL COLOR, DARK GRAY, BROWN OR OTHER SLAY OR SYNTHETIC COLOR, APPROXIMATE COORDINATE, WHICH SHOULD BE AVOID ALLOWED.

[illegible][illegible]

GRASSHOPPER SHALL BE WORKING ALTIMETER. DOORS SHALL BE MONITORED UP TO 2000.  
SAUTTER SHALL BE MONITORED.

ACTIVITY DURING AND POST-OPER PERMANENTLY APPROVED  
RECOVERED DOGS OR STOCK DOGS ARE NOT ALLOWED.

[illegible][illegible][illegible][illegible]

ALL VENDOR AND SPOIL TROPHIES MUST BE RETURNED TO THE HALL OF THE STATE ALLY SPOILS HUNT UNIT BY 12:00 PM ON THE PRESENT CHASE EXTENSION DEADLINE. VENDOR VOUCHER REQUESTS TO BEAT PRIZES AND RETURNED WITHIN 30 DAYS TO THE HALL.

ALL CARBON MONOXIDE EXTINGUISHING DISCHARGES SHALL BE TESTED AND RE-TESTED PER THE FOLLOWING SCHEDULE:

## GENERAL ARCHITECTURAL REGULATIONS

Y-2

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## BUILDING WALLS

## BUILDING ELEMENTS

## ROOFS

## WINDOWS AND DOORS

[illegible]

## AMENITIES

[illegible]

THE PUBLISHED WILL NOT BE REPRINTED. MATERIALS IN ANY COLOR OTHER THAN BLACK SHOULD BE USED IN THE DOCUMENT OR AS APPROVED BY THE DDA.

THIS PULL-OUT WILL NOT BE REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE PUBLISHER.

[illegible]

## NOTES

RECEIVED, 22/11/2022, ADVISE BACK LIT AMBIVOX, ON BACK LIT MINDS AND NOT ALLOWED.

NEVERMILKLY COMPLICATED DECISION ABOUT ALLIGATOR

[illegible]

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Iberia Parish, Louisiana



# GENERAL ARCHITECTURAL REGULATIONS

V-3



## IMAGES FROM NEW IBERIA



- Louisiana French details are very simple and non-ornamental.
- Incised porches are common.
- The roof is usually steeply pitched, either hipped or side gabled.
- Narrow door and window openings with paired shutters are common.
- The front door is usually a pair of French doors with 3 lights.

Louisiana French has evolved over several hundred years. The influences can be attributed to colonial France, Acadian migration, and Creole influences. Each represents a different influence affected by their homeland climate. Steep pitches, large porches, and double doors which allow cross ventilation are characteristics which symbolize this elegant architecture.

### Acadian:

- Absent center hall door
- Four openings on the front elevation

### Creole:

- Exposed rafter ends
- Absent center hall door
- Four openings on front elevation



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SOUTHWEST

**TECHE RIDGE**

*A Traditional Neighborhood Development*

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Iberia Parish, Louisiana

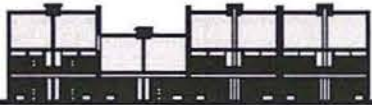


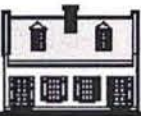
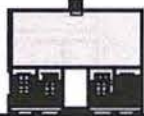





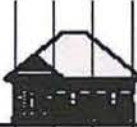


















LOUISIANA VICTORIAN AND FRENCH STYLE EXAMPLES

V-4

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LOUISIANA ARCHITECTURE									
FRENCH						VICTORIAN			
ACADIA		CREOLE		CARIBBEAN		VICTORIAN		TYPE	
URBAN	RURAL	URBAN	RURAL	URBAN	RURAL	URBAN	RURAL		
								TOWNHOME	
								COTTAGE	
								VILLAGE H.	
								N. HOMES	

THESE  
DIAGRAMS  
ILLUSTRATE A  
RANGE OF  
POSSIBILITIES  
FOR HOUSE  
DESIGNS USING  
THE TECHE  
RIDGE DESIGN  
CODE.

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Iberia Parish, Louisiana



LOUISIANA VICTORIAN AND FRENCH STYLES

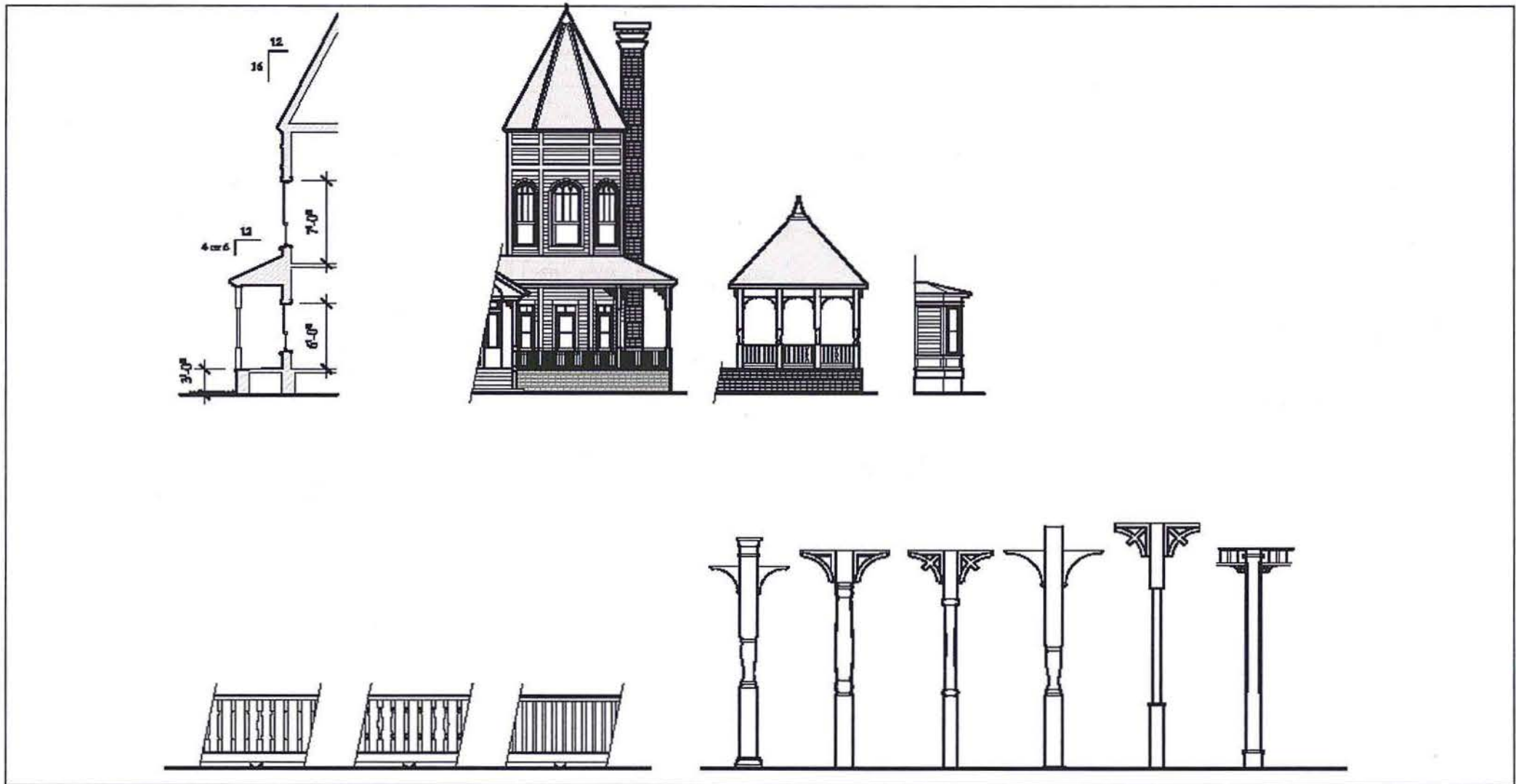
V-5

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LOUISIANA VICTORIAN PORCH (EXAMPLE DETAILS)

V-7



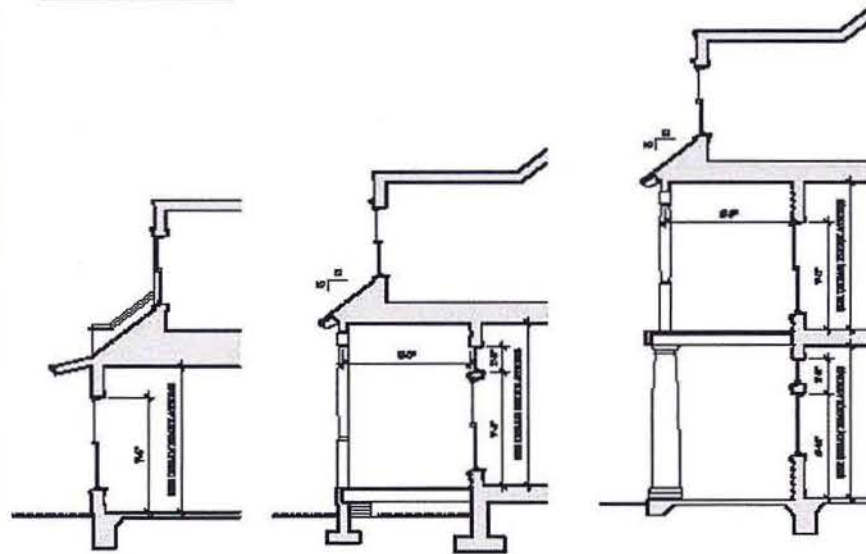
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## Typical Sections

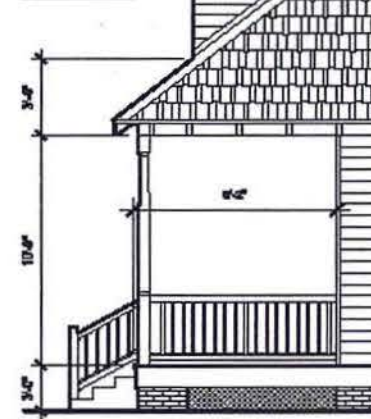


TYPICAL TOWNHOUSE SECTION

TYPICAL FRENCH SECTION

TYPICAL RAISED FRENCH SECTION

## Porch



## DESCRIPTION

### Building Elements:

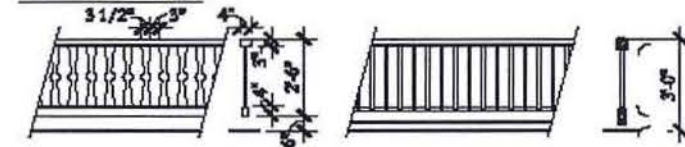
- Configuration and Techniques:
- Piers shall be no less than 12" x 12"
- Piers shall be no less than 6" x 6"

### Roofs:

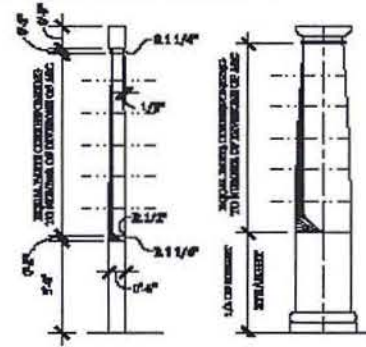
- Configuration and Techniques:
- Principal roof on all freestanding buildings shall be symmetrical hip or gable with a slope of 8:12 to 12:12. Also allowed are gabled hips, hipped gables, and flared hips. Where garages meet in a party wall condition, gabled ends are allowed.
- Auxiliary roofs (attached to walls or roofs) may be sheds sloped no less than 3:12.
- Commonly have hipped roof main cabin, surrounded by a sloped roof gallery to shade the walls of the house to make optimum use of cooling breezes in the hot summer.
- May have double-pitched hipped roof.
- The French porch is symmetrical and runs the full length of the facade.
- Columns have a regular spacing of between 8 to 12 feet on center.
- Houses 24 to 36 feet wide have three "bays" for the front facade length, or five bays for porches that wrap one or two sides. The 40 foot wide house

- has a five bay porch. The porch can extend beyond the main body and wrap around the sides.
- Acadian porches usually have rectangular columns without trim for one story houses and for the second story columns on two story houses. The first floor columns on two story houses are more massive with either no detail, or a miniature capital expression. Railings have straight balustrades with intermediate posts for railings over 9' in length.
- Croisé porches usually have turned or square columns without trim for the one story houses and for the second story columns on the two story houses. The first floor columns on two story houses are Doric. The proportions of the Doric column is of particular importance. The railings can have either turned, or straight balustrades.
- The majority of French porches are of frame construction set up on masonry piers. The void between masonry piers may remain open without infill.

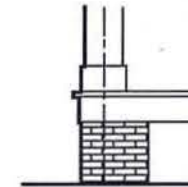
## Lower Railings



## Columns and Pilasters



## Typical Porch End Detail



LOUISIANA FRENCH (EXAMPLE DETAILS)

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# ***DESIGN REVIEW***

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Iberia Parish, Louisiana



DESIGN REVIEW

VI-1

{B0875847.8}



## PROCESS CHECKLIST

### Step 1. DOCUMENTS FAMILIARIZATION

- ☐ Lot Purchase Agreement
- ☐ The Entire Design Guideline
- ☐ The Declaration of Covenants

### Step 2. CONCEPT REVIEW

- ☐ Submit Form A: Concept Review Application
- ☐ Complete Schematic Drawings
  - Site Plan
  - Floor Plans
  - Elevations
  - Variances

### Step 3. CONSTRUCTION DOCUMENTS REVIEW

- ☐ Submit Form A: Sketch Review Application  
(Bearing Teche Ridge's Stamp of Approval)
- ☐ Submit Form B: Construction Document Review Application
- ☐ Submit Form C: Materials & Finishes List
- ☐ Complete Construction Documents
  - Site Plan
  - Floor Plans
  - Elevations
  - Details
  - Coverage Calculations & Storm Water Containment Plans
  - Landscape Plan
  - Variances



## DESIGN REVIEW POLICY

- **Function of the Design Review Process:** To encourage the architectural harmony of Teche Ridge, the developer and all property owners are bound by regulations defined in Teche Ridge Declaration of Covenants and by the requirements contained in this document. To that end, no structure or improvement shall be erected or altered until approvals described in this document have been obtained.
- **Scope of Responsibility:** Teche Ridge has the right to exercise control over all construction in Teche Ridge and will also review all alternations and modifications to structures and improvements (even after initial construction is complete), including, but not limited to: painting, renovations, and landscaping.
- **Enforcing Powers:** Should a violation occur, Teche Ridge has the right to an injunctive relief, which requires the owner to stop, remove, and/or alter any improvements in a manner that complies with the standards established by Teche Ridge. Approval by Teche Ridge does not relieve an owner of his/her obligation to obtain any governmental approvals. If such approvals are required and are not obtained by the owner, Teche Ridge and/or the applicable governmental agency may take whatever actions are necessary against the owner to force compliance.
- **Limitations of Responsibility:** The primary goal of Teche Ridge is to review the submitted applications in order to determine if the proposed construction conforms to The Design Guidelines. Teche Ridge does not assume responsibility for the following:
  - a. The structural adequacy, capacity, or safety features of the structure and/or improvement.
  - b. Non-compatible or unstable soil conditions, soil erosion, etc.
  - c. Compliance with any or all building codes, safety requirements, and governmental laws, regulations or ordinances.
  - d. The performance or quality of work of any architect or contractor.
  - e. Architect/Designer shall review/implement soils tests requirements.
- **The Architectural Review Committee:** Membership shall consist of individuals appointed by Teche Ridge. Meetings are held as requests are received.
- **Review Fees:** Review fees are established by Teche Ridge. Teche Ridge reserves the right to waive these fees at its discretion.
- **Review Policy:** Teche Ridge reviews the submission and either grants approval, approval with stipulations, or denies approval. The owner is notified of the decision in writing and/or drawings within thirty days from the date of receipt. One set of plans will be returned with comments. Teche Ridge may deny approval because the application is incomplete or inadequate. If approval is not granted, a revised application may be submitted and reviewed in the same fashion as the initial application. If the application is denied approval, a formal appeal may be made in writing to Teche Ridge, attn: Architectural Review Committee.
- **Application Withdrawal:** An application for withdrawal may be made without prejudice.
- **Variances.** All variance requests pertaining to The Design Guidelines must be made in writing. Any variance granted shall be considered unique and will not set precedence for future decisions.
- **Approval of Builders.** All builders must be approved by Teche Ridge to build in Teche Ridge. A list of pre-approved builders who understand the high quality of construction expected at Teche Ridge is available from the realtor. A builder not on the list must receive approval by Teche Ridge.
- **Construction Inspection.** Periodic inspections may be made by Teche Ridge while construction is in progress to determine compliance with the approved plans and specifications. Teche Ridge is empowered to enforce its policies as set forth in The Design Guidelines and the Declarations of Covenants by any action, including an action in a court law, to ensure its compliance.
- **Waiver and Additional Requirements.** The Design Guidelines has been adopted to assist the owners in connection with the design review procedure. However, Teche Ridge has the right to waive the Design Guidelines requirements on the basis of architectural merit or demonstrated hardship.



• Form A •

SKETCH REVIEW APPLICATION

BLOCK: \_\_\_\_\_ LOT: \_\_\_\_\_ BUILDING TYPE: \_\_\_\_\_

OWNER

OWNER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ARCHITECT

ARCHITECT / DESIGNER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

LANDSCAPE

LANDSCAPE ARCHITECT (IF SELECTED): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BUILDER

BUILDER (IF SELECTED): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

TWO SETS OF SITE PLANS, FLOOR PLANS, AND ELEVATIONS ARE TO BE SUBMITTED.  
ONE STUDY MODEL IS TO BE SUBMITTED (FOR PARTY WALL CONDITIONS).

DATE SUBMITTED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



• Form B •

CONSTRUCTION DOCUMENT REVIEW APPLICATION

BLOCK: \_\_\_\_\_ LOT: \_\_\_\_\_ BUILDING TYPE: \_\_\_\_\_

OWNER

OWNER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ARCHITECT

ARCHITECT / DESIGNER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

LANDSCAPE

LANDSCAPE ARCHITECT (IF SELECTED): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BUILDER

BUILDER (IF SELECTED): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

INTERIOR

INTERIOR DESIGNER (IF SELECTED): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

• BE SURE TO SUBMIT CONSTRUCTION DOCUMENT REVIEW PAPERWORK BEFORE SENDING PROJECT OUT TO BID. •

TWO SETS OF THE FOLLOWING DOCUMENTS ARE TO BE SUBMITTED:

- ☐ FORM A (STAMPED)  
☐ FORM B  
☐ FORM C

TWO SETS OF THE FOLLOWING DRAWINGS ARE TO BE SUBMITTED:

- ☐ SITE PLAN  
☐ FLOOR PLANS  
☐ ELEVATIONS  
☐ DETAILS  
☐ LANDSCAPE PLANS

DATE SUBMITTED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



MATERIALS LIST

BLOCK: \_\_\_\_\_ LOT: \_\_\_\_\_ BUILDING TYPE: \_\_\_\_\_

ELEMENTS: DESCRIPTION (INCLUDE MANUFACTURER AND PRODUCT # WHERE APPROPRIATE)

RAILINGS \_\_\_\_\_

CHIMNEY \_\_\_\_\_

DOORS: MAIN ENTRANCE \_\_\_\_\_

OTHER \_\_\_\_\_

DRIVEWAY \_\_\_\_\_

WALKS \_\_\_\_\_

GARAGE DOOR \_\_\_\_\_

FENCE GATES \_\_\_\_\_

GUTTER \_\_\_\_\_

LIGHTING \_\_\_\_\_

DECK \_\_\_\_\_

ROOFING \_\_\_\_\_

SHUTTERS \_\_\_\_\_

SOFFIT \_\_\_\_\_

WALLS \_\_\_\_\_

WINDOWS \_\_\_\_\_

IDENTIFY THE PROPOSED MATERIALS AND COLORS AS NOTED ABOVE. INCLUDE PERTINENT INFORMATION OR SAMPLES, SUCH AS PHOTOGRAPHS OR CUT SHEETS. INCLUDE COLOR SAMPLE BOARD FOR ALL PAINTED, STAINED, OR FACTORY-COLORED MATERIALS.

DATE SUBMITTED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



## DESIGN REVIEW PROCEDURE

Submit two copies of all required documents and drawings to \_\_\_\_\_, Attn: \_\_\_\_\_ at:

(Mailing address)

(Physical Address)

All documents shall include the name of the project, Teche Ridge, block and lot number, building type, owner(s)' name(s), and the date.

### Step 1. Review Documents

In order to proceed, you should have reviewed the following documents:

- a. The Lot Purchase Agreement.
- b. The Design Guidelines which consists of the Regulating Plan, the Urban Regulations, and the Architectural Regulations.
- c. The Declaration of Covenants.
- d. The Design Review Procedure (this document).
- e. The list of recommended architects, landscape architects, and approved builders.

### Step 2. Sketch Review

This review confirms a correct interpretation of The Design Guidelines. Teche Ridge will stamp the drawings upon approval.

- a. Form A: Sketch Review Application
- b. Schematic Design Drawings as outlined below:
  - Site Plan (1/16" = 1') showing:
    - North arrow
    - Building footprints with entries, porches and balconies delineated and overhangs shown as dashed lines.
    - Drives and walks, with dimensions of each.
    - Existing trees shown.
    - Any garden information.
    - Floor plans (1/8" = 1' or 1/4" = 1')
  - Elevations (1/8" = 1' or 1/4" = 1') showing:
    - Porches, balconies, doors, and windows.
    - Principal materials rendered and specified.
    - Height of each floor, eave and maximum height in relation to ground level.
    - Roof pitch.
  - Variances: If there are any variances to The Design Guidelines, submit a description of them and the justification based on merit or hardship.

### Step 3. Construction Documents Review

**\*\* Be sure to submit construction Document Review paperwork before sending project out to bid.\*\***

This review checks the construction documents for compliance with The Design Guidelines and verifies that recommendations made at the sketch review have been incorporated. Conformity to applicable local regulations and building codes is the responsibility of your architect or builder. Teche Ridge will stamp the drawings upon approval.

- a. Form A: Sketch Review Application bearing Teche Ridge's stamp of approval.
- b. Form B: Construction Document Review Application
- c. Form C: Materials and Finishes List
- d. Construction Documents as outlined below:
  - Site Plan showing:
    - 1" = 20': Building footprints and setbacks from adjacent properties on all 4 sides.
    - (See Site Plan sketch).
    - 1/16" = 1': North arrow; property lines; and setbacks with dimensions.
    - Building footprints with entries, porches and balconies delineated and overhangs shown as dashed lines; location of parking on site; drives and walks with dimensions of each.
  - Floor Plans (1/4" = 1') showing:
    - Rooms dimensioned and uses labeled.
    - All windows and doors with swings shown.
    - All overhangs of doors and roofs as dashed lines.
    - Overall dimensions.
    - Total square footage (enclosed and porches shown separately).

- Elevations (1/4" = 1') showing:
  - Porches, balconies, doors, and windows.
  - Principal materials rendered and specified.
  - Height of each floor, eave and maximum height in relation to ground level.
  - Roof pitch.
- Details (3/4" = 1' or 1-1/2" = 1') showing:
  - Eaves.
  - Door and window surrounds.
  - Porches.
  - Others as requested by Teche Ridge.
- Landscape Plan delineating tree save areas and new plantings by common species names.
- Variances: If there are any variances to The Design Guidelines, submit a description of them and the justification based on merit or hardship.

Teche Ridge will approve, approve with stipulations, or deny continued construction. The owner may also be asked by Teche Ridge to stake out the building, garden walls, fences, and trees to be removed.

If you have not selected a Builder by this time, you should do so now.



## APPENDIX A

### DEFINITIONS

**"Alley":** A traditional, walkable thoroughfare serving the pedestrian mobility and access needs at the rear of residential units in portions of Teche Ridge. Other functions of an Alley include trash removal and utility service. Utilities are usually placed in lanes. Drainage runs to swales with grass areas at the edges of the travel way. Pavement is generally nine (9') feet to ten (10') feet wide with two-way "yield street" traffic flow at fifteen (15) miles per hour. Windows facing the lane help maintain security. Garage apartments can help provide this added security. Each Alley is shown on the Initial Plat as an area shown and designated as a "27' Right of Passage".

**"Alley-Loaded Lot":** A Lot which is bordered on its rear or side (which is opposite a boundary of the Lot facing a Street) by an Alley and the rear most twenty-seven (27') feet of which constitutes part of the Alley.

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

**"Architectural Standards":** Standards that define, identify and discuss the various elements within the Property and the selected Architectural Typology and styles, as set forth in Article 6 and in the Architectural Standards, including the document titled Teche Ridge Architectural Standards, prepared by Architects Southwest, as the same may be amended or modified from time to time pursuant to the terms of the Declaration. The initial Architectural Standards is by this reference incorporated herein and made a part hereof.

**"Architectural Typology" or "Architectural Typologies":** Images and text that define major features and principle sub-types of each architectural style, described in Section 6.5 and in the Architectural Standards.

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

**"Assessment Lien":** The lien held by the Associations to secure the payment of their Assessments and other charges, as described in Section 13.19.

**"Assessments":** Assessments levied on all Lots subject to assessment under Section 13.7 to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Article 13. Assessments include the following charges:

- a. **General Assessment.** The amount assessed to, and due from, all Members of the Association to meet the Association's annual budgeted expenses and cash requirements, as described in Section 13.7.
- b. **Neighborhood Assessment.** An amount assessed to, and due from, each Owner of a Lot within a Neighborhood for special services or capital improvements within a Neighborhood, as discussed in Section 13.10.
- c. **Individual Lot Assessment.** An amount assessed to and due from, an Owner of a particular Lot for charges relating only to that Lot, as provided in Section 13.13.
- d. **Service Area Assessment.** Assessments levied against the Lots in a particular Service Area to fund Service Area Expenses, as described in Section 13.9.
- e. **Special Assessment.** An amount assessed to, and due from, each Owner of a Lot within a Neighborhood for capital improvements or emergency expenses, in accordance with the provisions of Section 13.11.
- f. **Specific Assessment.** Assessments levied in accordance with Section 13.12.
- g. **Foundation Assessment.** Assessments levied in accordance with Section 11.9

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



**"Back Lane"**: A type of Street Section within Teche Ridge, as described in the Architectural Standards.

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

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

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

**"Board of Directors" or "Board"**: The body responsible for administration of an Association, selected as provided in the Bylaws of an Association and possessing all the powers as a board of directors generally possesses under Louisiana corporate law.

**"Boulevard" or "Avenue"**: A principal traditional thoroughfare designed to encourage pedestrian mobility and connecting within communities. Also, a type of Street Section within Teche Ridge, as described in the Architectural Standards. Avenues and boulevards generally serve multiple land uses and have center medians, Street trees, sidewalks and parallel parking. Buildings are near the sidewalk to optimize pedestrian access and mobility. Auto mobility is secondary.

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

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

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

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

**"Business Association"**: Teche Ridge Business Owners Association, Inc., a Louisiana not-for-profit corporation, its successors and assigns, whose members are the Owners, and who is responsible for maintaining the Common Area of those portions of the Property in Teche Ridge designated as commercial on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions herein, as more fully described in Section 10.3 herein. The Business Association may also serve as a merchant's association.

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

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

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

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

**"Commercial Street"**: A Street appropriate for commercial Buildings at center and core zones. Trees are confined by individual planters, creating a sidewalk of maximum width, with areas accommodating Street furniture. Also, a type of Street Section within Teche Ridge, as described in the Architectural Standards.

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



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

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

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

**"Community Meeting":** The annual meeting of the Members as described in Section 18.2.

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

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

**"Declarant":** Southern Mutual Help Association, Inc., a Louisiana Nonprofit corporation, and its successors and assigns. A Person shall be deemed a successor and/or assign of Declarant only if such Person is specifically designated in a duly recorded instrument as a successor and assign of Declarant under this Declaration, and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated by Declarant in such written instrument. However, a successor to Declarant by consolidation or merger shall automatically be deemed a successor or assign of Declarant under this Declaration.

**"Declaration":** This act titled Declaration of Covenants, Conditions, and Restrictions for Teche Ridge, together with all exhibits and attachments to same, as the same may be amended or modified from time to time pursuant to the terms of the Declaration, and any other juridical act imposing Reservations upon the Property, as the same may be amended from time to time and properly filed of record in the public records of Iberia Parish, Louisiana, and any and all Supplemental Declarations filed pursuant to Section 3.3.

**"Design Documents":** The Architectural Standards and Landscape Standards as set forth in Article 6.

**"Design Review Board":** The panel established by Section 7.3 of this Declaration.

**"Development Right":** Any right of Declarant as set forth in Article 4 of this Declaration.

**"Drive":** A special traditional thoroughfare serving pedestrian mobility, similar to a Street, with developed, urban character on one (1) side and natural area on the other side (such as a playa, wetland or wooded area). Auto mobility is secondary.

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

**"Dwelling":** Any complete Building designed or intended for use and occupancy as a separate,



detached residence.

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

**"Exclusive Common Area":** A portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Lots, as more particularly described in Article 15.

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

**"Fence":** A closure of front, side or rear yard area on a Lot, measuring two (2') feet, six (6") inches to three (3') feet, six (6") inches high.

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

**"Foundation":** The body responsible for promoting and encouraging the arts, cultural events, community events and charitable activities within Teche Ridge, as set forth in **Error! Reference source not found.** herein.

**"Foundation Board":** The Board of Directors of the Foundation.

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

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

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

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

**"Governing Documents":** This Declaration, any applicable Supplemental Declaration, the Architectural Standards, the Architectural Standards, the Bylaws of each Association, the Articles of Incorporation of each Association, the Rules and Regulations, and the Rules and Regulations of the Associations, as they may be amended from time to time, as more particularly described in Section 3.6 of this Declaration.

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

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

**"Green Street":** A type of Street Section within Teche Ridge, as described in the Architectural Standards.

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

**"Homeowners' Association":** Teche Ridge Homeowners' Association, Inc., a Louisiana not-for-profit corporation, its successors and assigns, whose members are the Owners, and who is responsible for maintaining the Common Area of those portions of the Property in Teche Ridge designated as residential on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions herein, as more fully described in Section 10.2 herein.

**"Improvement":** Every structure and all appurtenances thereto of every type and kind, including but not limited to, Dwellings, Buildings, Outbuildings, Patios, tennis courts, swimming pools, Garages, Carports, Driveways, sidewalks, walkways, Fences, walls, gates, screening



walls, Terraces, retaining walls, Stairs, Decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennae, equipment and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services, and any other construction which in any way alters the exterior appearance of any Improvement; provided, however, that Improvement shall not include pipes, lines, cables, meters, equipment and facilities in connection with water, sewer, drainage, gas, electric, telephone, television or other utilities or service provider in favor of whom a utility or drainage servitude has been expressly established and granted herein.

**“Joint Committee”:** Teche Ridge Joint Committee, as described in Section 10.4.

**“Landscape Standards”:** Standards which describe landscape options and requirements that will be applied to the Common Area and private areas within the Property, to be added to the Architectural Standards by amendment at a later date.

**“Large Street”:** A type of Street Section within Teche Ridge, as described in the Architectural Standards.

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

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

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

**“Lot”:** The smallest parcel of land which is separately platted and may be separately conveyed containing a use, held privately. Lots are designated as numbered, separately identifiable parcels on the Initial Plat or a subsequently recorded plat of additional immovable property which will be annexed to, and included and otherwise incorporated within, Teche Ridge by Supplemental Declaration pursuant to Section 3.3. Declarant may redefine Lots by combining Lots or portions of Lots and by adjusting the boundary of a Lot: Special Use Parcels shall be considered Lots.

**“Lot Line”:** The boundaries that legally and geometrically demarcate the edges of Lots held in private ownership and intended primarily for the construction of Buildings.

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

**“Main Street”:** A type of Street Section within Teche Ridge, as described in the Architectural Standards.

**“Master Plan”:** The land use plan for the development of Teche Ridge community as a Traditional Neighborhood Development, which plan includes the Property described on Exhibit “A” and any other immovable property which Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit “A” from the Master Plan bar its later annexation in accordance with Section 3.2.

**“Member”:** A Person entitled to membership in an Association, as provided in Section 10.5. All Owners shall be deemed to be Members, but not all Members shall be deemed to be Owners.

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

**“Mortgagee”:** An (i) institutional or governmental holder of a Mortgage which makes, holds, insures or guarantees Mortgage loans in the ordinary course of its business, (ii) any Person which holds a mortgage encumbering a Lot as collateral security for the performance of an obligation, or (iii) any Person which otherwise holds a lien or encumbrance burdening or otherwise encumbering a Lot.

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

**“Muntin”:** A secondary framing member to hold panes within a window, window wall, or glazed



door.

**“Narrow Street”**: A type of Street Section within Teche Ridge, as described in the Architectural Standards.

**“Natural Area”**: Waterways, wetlands, and nature preserves to be preserved and perpetuated.

**“Neighborhood”**: A portion or portions of the Property, as described in Section 2.3.

**“Neighborhood Proper”**: The built-up area of a TND including Blocks, Streets, Squares, and Parks.

**“One Way Street”**: A type of Street Section within Teche Ridge, as described in the Architectural Standards.

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

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

**“Outbuilding”**: A separate Building additional to the principal Building, adjacent with the rear Lot Line of a maximum of two (2) Stories, and having a maximum Building footprint of 800 square feet.

**“Owner”**: One (1) or more Persons who hold the record title to any Lot, but excluding in all cases any Person (i) holding an interest merely as security for the performance of an obligation, or (ii) holding a mortgage, lien or other encumbrance burdening or encumbering any Lot. An Owner shall also mean a Member.

**“Park”**: An outdoor public tract naturalistically landscaped, with minimal paving and surrounded by the Frontage Line of Lots on at least fifty (50%) percent of its perimeter. Parks may contain wetlands and could include any amenities that support any intended recreational use.

**“Park Drive (One Way)”**: A type of Street Section within Teche Ridge, as described in the Architectural Standards.

**“Park Drive (Two Way)”**: A type of Street Section within Teche Ridge, as described in the Architectural Standards.

**“Patio”**: A hard-surfaced area without a solid roof structure.

**“Pedestrian Walkways”**: A plat which depicts Pedestrian Walkways, as set forth in the Architectural Standards.

**“Pergola”**: An open aired Garden Structure with a trellis roof.

**“Person”**: Any natural person, corporation, limited liability company, partnership, trustee, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority, government or any agency or political subdivision thereof, or any other form of entity.

**“Phasing Plan”**: A plan that indicates the planned development sequence of the Property (for Phase One).

**“Porch”**: A covered outdoor area attached to a Dwelling.

**“Preserve”**: A designation applied to areas intended never to be urbanized.

**“Private”**: That which is neither public nor civic.

**“Property”**: The real property described in **Exhibit “A”**, together with such additional property as is subjected to this Declaration in accordance with Section 3.3.

**“Reservations”** shall have the meaning set forth in Section 5.1.

**“Reserve”**: A designation applied to areas intended for temporary preservation until release for urbanization. A release is the process of re-designating reserved land for urbanization according to established criteria.



**“Road”:** A type of Street Section within Teche Ridge, as described in the Architectural Standards.

**“Rules and Regulations”:** The initial Rules and Regulations of the Associations adopted by the Boards of Directors of the Associations, as they may be supplemented, modified, amended and repealed in accordance with this Declaration.

**“Service Area”:** Two (2) or more Lots to which an Exclusive Common Area is assigned, as described in Article 15, or which receive benefits or services from the applicable Association which are not provided to all Lots. A Lot may be part of more than one (1) Service Area, and Service Areas may overlap.

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

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

**“Setback”:** The placement of a Building or other structure from the property line of a Lot to the exterior of a wall. Roofs are permitted to overhang the Setback requirement by twenty-four (24”) inches at all Setbacks including a zero (0) Lot Line. Setback requirements for Building types are set forth in the Architectural Standards.

**“Side-Yard Setback”:** The minimum distance from the side property line of a Lot adjacent to another Lot or public right-of-way to any part of the Dwelling or ancillary structure on the Lot.

**“Single Family Dwelling”:** A Dwelling consisting of one (1) residential unit.

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

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

**“Stairs”** are for the purpose of accessing floors or levels beyond the first floor.

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

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

**“Street”:** A general, traditional thoroughfare serving pedestrian mobility, with two (2) or four (4) travel lanes and parking generally on one (1) or two (2) sides. Motor vehicle mobility is vital, but subordinate to pedestrian mobility. In low volume areas requiring very distinct speed control, yield Streets are specified where two (2) opposing vehicles meeting would require one to slow and pull aside. Green Streets have added separation via wider planting strips.

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

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

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

**“Synopsis”:** The Synopsis contained within the Architectural Standards, together with all amendments and supplements to said Synopsis as may be hereafter adopted.

**“Teche Ridge”:** All property which is now or hereafter made subject to this Declaration or any



Supplemental Declaration.

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

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

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

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

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

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

**"Utility Easements"**: Those portions of Teche Ridge depicted or labeled on the Initial Plat, or on any plat submitted as part of any Supplemental Declaration, as "utility easement", "utility easm't", "utility servitude" or any similar words suggesting that such areas have been reserved for use in conjunction with any such public or private utility or service system.

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

**"Voting Member"**: The representative selected by the Members within each Neighborhood to be responsible for casting all votes attributable to Lots in the Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the applicable Bylaws). The term "Voting Member" shall include alternate Voting Members acting in the absence of the Voting Member and any Owners authorized to personally cast the votes for their respective Lots pursuant to Section 11.5.

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

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

**General.** All terms used in this Declaration and/or in the Architectural Standards, to the extent not defined in this Declaration, shall, if those are terms used in the architectural profession and/or the construction industry, have those meanings generally described to those terms within the architectural profession. The fact that a word or phrase is defined in this Declaration does not mean that such word or phrase has been used, or was intended to be used, in this Declaration or in the Architectural Standards; definitions may have been included in anticipation of the future use of such words or phrases in amendments to this Declaration, the Architectural Standards, the Landscape Standards, and/or the use of such words or phrases in Supplemental Declarations.