

**First Amended Statement of
Servitudes, Conditions and Restrictions
For Cypress Point Homeowners Association of Baton Rouge, Inc.**

BEFORE ME, the undersigned authority, personally came and appeared:

Cypress Point Homeowners Association of Baton Rouge, Inc.

a Louisiana corporation, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by CHRISTOPHER G. LE GRANGE, its President, duly authorized by virtue of a resolution of the Board of Directors of said Corporation, which is attached hereto and made a part hereof; hereinafter referred to as "Association", who declared unto me, Notary, that:

1. The Association has jurisdictional control over each and all of the lots, and all improvements thereon and all common areas thereto appertaining, as per the "Statement of Servitudes, Conditions and Restrictions for Cypress Point Homeowners Association of Baton Rouge, Inc." (hereinafter referred to as "Restrictions"), duly approved by the Association and on file and of record in the office of the Clerk of Court for East Baton Rouge Parish, Louisiana, at Original 653, Bundle 9557, dated March 10, 1983; being Property more fully described as follows, to wit:

A certain irregular shaped piece or parcel of land, together with all improvements situated wholly or partially thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining containing 25.445 acres, more or less, situated in Sections 41 and 55, Township 7 South, Range 1 East, GLD, East Baton Rouge Parish, Louisiana, and being bounded on the north by Essen Heights Subdivision and the north branch of Wards Creek; and on the west and on the south by Interstate Highway 10 and on the east by the north branch of Wards Creek, and being shown on that map for Prime Properties Development, Inc. prepared by Daniel P. Wiggins, Registered Land Surveyor, dated August 31, 1978, at Baton Rouge, Louisiana, which property is more particularly described according to said map, a copy of which is attached to an act of collateral mortgage dated January 11, 1979, and recorded as Original 917, Bundle 9301 of the official records of the Parish of East Baton Rouge, Louisiana,

referred to herein as "the Property", which Property is commonly known as "Cypress Point Townhome Subdivision" ("Subdivision").

2. That upon becoming aware of certain land development plans to construct more town houses on the second filing of the Property composed of 121 lots, the Association judged it to be in the best interest of all homeowners and of the Subdivision to amend and update the said set of Restrictions.

3. That the Property has not been and shall not be subject to the Louisiana Condominium Act (Act 502 of 1974). Instead, the Property, as subdivided, shall be improved, held, conveyed or otherwise alienated subject to the following amended servitudes, restrictions and conditions or any amendments thereto, to-wit:

I. Definitions

1. The term “Subdivision” as used herein shall mean and refer to that portion of the property as subdivided in accordance with the official plat filed for record in the Office of the Clerk and Recorder, Parish of East Baton Rouge, State of Louisiana.

2. The term “Developer or Builder” as used herein shall mean and refer to any person or entity interested in or undertaking the improvement of any of the still undeveloped lots, its successors and assigns.

3. The term “Homeowners Association” as used herein shall mean and refer to “CYPRESS POINT HOMEOWNERS ASSOCIATION OF BATON ROUGE, INC.”, its successors and assigns, which shall be vested with ownership and management rights over the common areas.

4. The term “Board of Directors” or “Board” as used herein shall mean and refer to the duly elected Board of Directors of the Homeowners Association.

5. The term “lot” as used herein whether developed or vacant, shall mean and refer to an individually numbered parcel of the property above described following its Subdivision (sic) into smaller parcels by the filing of a plat approved by the City and Parish of East Baton Rouge, in the records of the Clerk of Court of East Baton Rouge Parish, Louisiana.

6. The term “common area” as used herein shall mean and refer to all of that portion of the property above described, as subdivided together with all improvements thereon, other than the numbered lots and townhomes situated thereon, those portions of the property dedicated to the public, and the multipurpose servitudes.

7. The term “owner” as used herein shall mean and refer to the record owner whether one or more persons or entities is the owner of a lot which is part of the Subdivision. Those having an interest in a lot merely as security for the performance of an obligation or under a lease or rental agreement shall not be considered owners.

II. Nature and Purpose or Conditions

The servitudes, conditions and restrictions set forth in these Restrictions constitute a general plan for the development, protection and maintenance of the Subdivision to enhance the value, desirability and attractiveness of the townhouses and the common areas for the benefit of all owners of townhouses therein. These servitudes, restrictions and conditions are imposed upon all lots (whether improved or not) and their owners, and shall bind the owners of all such lots, their successors and assigns. All

such servitudes, conditions and restrictions are intended as and are hereby declared to be reciprocal predial servitudes established as a charge on each lot respectively in the Subdivision, or personal obligations of the owner of each lot in favor of the owner of other lots, as the case may be.

III. Property Rights

1. Each owner of a lot shall be vested with the full and entire right of ownership of such lot and all improvements thereon.

2. Each owner shall have a servitude of use and enjoyment in and to the common areas which shall be appurtenant to and pass with the title to every lot and shall be subject to the provisions of these Restrictions.

3. Any owner may delegate, in accordance with the By-Laws, his servitude of use and enjoyment to the common areas to other persons who reside in his townhouse.

IV. Servitudes

1. Servitudes over the Subdivision for installation and maintenance of utilities and drainage facilities are reserved as shown on the official map of the Subdivision filed with the Clerk of Court for the Parish of East Baton Rouge. Within these servitudes no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the servitudes, or which may obstruct or retard the flow of water through channels in the servitudes.

2. The City of Baton Rouge and the Parish of East Baton Rouge, Louisiana, are hereby granted servitudes in and to the common areas as access for emergency and other vehicles associated with the various governmental services which will be furnished to the Subdivision.

3. Each lot and its owner are hereby declared to have a servitude over all common areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction or reconstruction, repair, settlement, shifting, or movement of any lot or the common areas, or any other cause.

V. Restrictions Upon Residential Lots and Common Areas

1. Each lot within the Subdivision, except for the common areas, shall be improved, used and occupied only for single family residential purposes, having a minimum of eleven hundred (1,100) square foot (sic) of living area, exclusive of all other non-heated, non-cooled under roof area such as porches, storage, carport, garage, etc.

2. The keeping of ordinary household pets such as dogs, cats, or birds in any dwelling unit shall be allowed although subject to rules adopted by the Board of Directors. However, all such pets shall not be allowed outdoors, and whenever pets are

taken outside any dwelling, the pet must be under leash and accompanied by the owner at all times. Animals, livestock, poultry or other than ordinary household pets, shall not be brought or maintained on the lots.

3. No part of the Subdivision shall be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending or any other non-residential purposes, except (a) the owner or occupant of a lot and townhome may use such residence as an office for telephone and mail purposes only; and (b) Developer, its successors or assigns, may maintain a model homes sites (sic), display and sales office or construction office during any construction and sales period.

4. No sign of any kind shall be erected or maintained in the Subdivision except customary for sale or lease and those selected by a developer or builder for construction and sales purposes.

5. No structure of a temporary character, trailer, camper, tent, shack, carport or other structure other than the individual townhome shall be used at any time as a residence, either temporarily or permanently. Unless specifically permitted by the Board of Directors, no trailer, camper, boat or similar equipment shall be permitted to remain upon any portion of the Subdivision unless placed or maintained within the onwer's (sic) carport. No exterior television or radio antenna of any kind shall be constructed or erected in or on any individual lot or townhome or the common areas. No radio station, or shortwave transmitter of any kind shall be operated on any portion of the Subdivision.

6. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

7. No rubbish, trash and garbage shall be allowed to accumulate in any townhome, patio area, carport or upon or in any of the common areas. All exterior clothes lines shall be prohibited. All refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot except in accordance with any Rules and Regulations adopted by the Board of Directors.

8. All owners and the Association shall place their private refuse containers at the approved trash locations in the Subdivision on collection day which may be established by the City of Baton Rouge or Parish of East Baton Rouge and shall remove them after collection.

9. No portion of the Subdivision shall be used for vehicle maintenance or repair, other than exterior cleaning, and no inoperative vehicle shall be kept in any portion of the Subdivision.

10. The common areas shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

11. No building, fence, wall or other structure or additional landscaping (except landscaping within the enclosed private patio areas) shall be erected, altered or repaired until the building plans, specifications and plat plans showing the location, elevations and grade lines of such building or other structure, shall be furnished to and approved in writing by the Board of Directors of the Homeowners Association under the recommendation of the Architectural Control Committee, appointed by the Board. Two sets of such plans, specifications and plat plans or other descriptions shall be submitted to the Board and one of the sets shall be returned to the owner approved, rejected or amended within thirty days of receipt by the association (sic). The Board, through said Committee, in its absolute discretion, may impose as to the structural features of said building or other structure, the type of building material to be used, or other features or characteristics thereof not expressly covered by any of the provisions of this instrument, including the location of the building or other structure with respect to topography and finished ground elevation. The Board may also require that the exterior finish and color, and the architectural style or character of such building or other structure shall be such as in the discretion of the Board shall be deemed to be suitable in view of general architectural style and character of structures erected or to be erected in the Subdivision. The exterior surface of any building or other structure in the Subdivision shall not be repainted by the owner without prior written approval of such job following the submission by the owner of an acceptable description of the work to be done. In the event the Board shall fail to approve or disapprove any plans, specifications, plat plans or work description submitted to it within third (30) days after such submission, then such approval shall be deemed to have been given. No member may construct, repair, remove, improve, or otherwise affect any portion of the common area in any manner unless specifically authorized in writing by the Board of Directors.

Neither the Homeowners Association, the Board of Directors, the Committee, nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications or in the structures and improvements erected in accordance therewith.

12. All dwellings shall face the front of the lot, as per plat, and all carports or garages shall be constructed on the rear of the lot.

VI. The Homeowners Association

1. Membership

Every person or entity who is a record owner of a lot which is subject to this set of Restrictions, or its successors, shall be a member of the Association. Membership shall be established by the recordation in the public records of East Baton Rouge Parish, State of Louisiana, of an instrument conveying ownership of a lot and improvements thereon, and the receipt by the Homeowners Association of a certified copy thereof.

2. Voting Rights in the Homeowners Association

Membership in the Homeowners Association shall be composed of the owners of lots subject to the Restrictions. Each such member shall be entitled to only one vote for

each lot or lot and townhouse, owned. When more than one person owns a lot or lot and townhouse (sic), all such persons shall have only one vote for such lot or townhouse, such persons shall decide among themselves who is the designated representative in writing to the Homeowners Association Secretary. When a corporate or partnership entity owns a lot or townhouse, such owner shall designate a natural person, in writing, to the Homeowners Association Secretary to be the member and only such person shall be entitled to vote. In no event shall more than one vote be cast with respect to any one single lot whether improved or vacant.

3. Powers and Duties of the Homeowners Association

(a) The specific and primary purposes and powers of the Homeowners Association are to own, manage and maintain the common area, provide recreational activities for the members, foster and support community activities of the members, and enforce the provisions set forth in these Restrictions, the Homeowners Association Articles of Incorporation and its By-Laws.

(a) The Homeowners Association shall adopt reasonable rules relating to the use of the common areas and any improvements thereon including a limit on the number of guests of members, the suspension of voting rights for failure to pay the maintenance charge or assessment when due or infraction of published Rules and Regulations. A copy of such Rules and of all amendments thereto shall be mailed to each lot owner.

(a) All servitudes imposed under these Restrictions shall be set for the benefit of the owners of lots and the Homeowners Association.

(a) The common areas and facilities shall not be alienated, releases (sic), conveyed, mortgaged, or otherwise encumbered without the approval of two-thirds (2/3) of the owners of all the lots at a meeting, the notice for which makes express mention of the intention to so alienate or encumber.

VII. Obligation for Maintenance Charges and Special Assessments

1. Each owner of a lot, whether improved or vacant, by acquisition of title thereto, except as provided in subparagraph 9 hereafter, whether or not so expressed in the act of conveyance, is deemed to agree to pay to the Homeowners Association:

(a) monthly maintenance charges, and (b) special assessments for capital improvements. Any monthly maintenance charges or special assessments not paid timely shall constitute a lien for the unpaid monthly maintenance charge or special assessment together with interest, costs and reasonable attorney's fees, in favor of the Homeowners Association on the lot or lots together with the improvements thereon against which each such charge or assessment is made. The lien shall be effective only as of the time that

the Homeowners Association files an affidavit in the appropriate public records of East Baton Rouge Parish describing the amount of maintenance charges and assessments unpaid, the lot on which the same are unpaid and the owner of such lot whose obligation it is to pay the same. Each such charge or assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot and improvement thereon at the time the charge or assessment fell due, if such property was sold by him.

2. The charges or assessments levied by the Homeowners Association shall commence as provided in the By-Laws of the Association and will be used exclusively to promote the recreation, health, safety and welfare of the residents in Cypress Point Townhouses and for the improvement and maintenance of the common area or capital improvements.

3. The monthly maintenance charge may be used to defray the following:

Ad valorem taxes, liability, hazard and extended coverage insurance, common area grounds maintenance, operational or management costs, any assessments or special charges by governmental bodies, and any other cost necessary to the Subdivision.

The monthly maintenance charge in (sic) an amount proposed by the Board of Directors and approved at a regular annual membership meeting and it may be changed duly by a majority vote as herein (sic) by a general meeting whether regular or especially called for that purpose shall be the monthly maintenance charge may be increased each year not more than ten (10%) percent above the monthly maintenance charge for the previous year without a vote of the membership. The maximum annual assessment may be increased above 10 (10%) (sic) only by the vote of fifty-one (51%) percent of the members. The Board of Directors shall have the authority to fix the monthly maintenance charge.

4. In addition to the maintenance charge authorized above, the Homeowners Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and property related thereto.

The Association may also levy an assessment against any lot or townhome and its owner for the purpose of defraying the cost of any repair, replacement or repainting to such townhome exterior which the owner thereof has refused to perform following thirty (30) days written notice from the Board of the Association.

5. Any action authorized under Paragraph 3 or 4 shall be taken at a regular annual meeting or at a meeting called for that purpose, written notice of which shall be sent to all members not less than fifteen (15) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one (51%) percent of the members, those who were not

present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Homeowners Association (sic) not later than thirty (30) days from the date of such meeting.

6. The Board of Directors shall notify the owners of any changes in the monthly maintenance charge at least thirty (30) days in advance of the effective date of the new charge. The due dates shall be established by the Board of Directors. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by one of its (sic) officers setting forth whether the maintenance charges and assessments on a specified lot and townhome have been paid.

7. Any maintenance charge or assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate allowed by law. The Homeowners Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the maintenance charge or assessment provided for herein by non-use of the recreational facilities, common area, abandonment or sale of his lot.

8. Sale or transfer of any lot shall not affect liens for maintenance charges or assessments which have been duly recorded prior to sale or transfer. Further, any sale or transfer shall not relieve subsequent owners from liability from any maintenance charges or assessments then due or subsequently charged until fully paid.

9. Anything herein to the contrary notwithstanding, any person, corporation, partnership, banking institution, or other entity who acquires title to any lot in the Subdivision through purchase at a foreclosure sale or dation en paiement, shall be liable and equally responsible for (sic) all monthly maintenance charges, special assessments, dues, or other charges levied by the Homeowners Association which were due at (sic) the time title was acquired and which will become due as to any such lot.

VIII. Insurance Requirements on Townhouses

1. Property insurance affording protection against loss or damage from fire and other hazards covered by the standard extended coverage endorsement shall be maintained on each townhome in an amount of the full replacement costs of the improvements of the individual lot. Such coverage shall consist of a master group policy providing individual certificates to evidence coverage.

2. The institutional holder of a first mortgage on any townhome shall have priority to the extent of the unpaid amount secured by said mortgage with the respect to the proceeds of insurance or condemnation award on such townhouse.

IX. Insurance Requirements on the Common Areas

1. The Homeowners Association shall at all times maintain in effect a policy of property insurance in an amount equal to the full replacement value (i.e., 100% of

current “replacement cost” exclusive of land, foundation, excavation and other items normally excluded from coverage) of the common area owned by the Association (including all building service equipment and the like) with an “agreed (sic) Amount Endorsement” or its equivalent, a “Demolition Endorsement” or its equivalent, and if necessary, and (sic) “Increased Cost of Construction Endorsement” or the equivalent. Such insurance will afford protection against all (sic) least the following:

(a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and,

(a) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

2. The Homeowners Association shall at all times maintain in effect a comprehensive policy of public liability insurance covering all of the common areas insuring the Association with such limits as may be considered acceptable, such coverage to include protecting against water damage liability, liability for non-owned and hired automobile, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

X. Destruction of the Common Areas

In the event improvements on the common areas subject to these Restrictions are totally or substantially damaged or destroyed, their repair, reconstruction, or disposition shall be determined by resolution adopted by the Board of Directors of the Homeowners Association. Insurance proceeds shall be payable to the Homeowners Association in the event of such destruction or damage and the use of such funds shall be determined by resolution of the Board of Directors of the Homeowners Association.

XI. Common or Party Walls

1. All dwellings to be constructed after the effective date of the Amended Restrictions hereof shall be constructed with a so-called “party wall” or “fire wall” on the side adjoining another dwelling and shall extend not less than three (3) feet above the roof, built as required by the Standard Building code. Whenever a builder of (sic) owner constructs a dwelling on a lot situated between two still undeveloped lots, or siding on its right or left with a still undeveloped lot, said builder or owner shall be responsible for constructing the so-called “fire wall” in its entirety on the side adjoining the undeveloped lot.

2. The general rules of law regarding common walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. Each owner of a lot upon which there exists a common wall shall own to the center of such wall.

3. The owner of each lot upon which there is located a common wall shall have a reciprocal non-exclusive servitude to each contiguous lot for the purpose of maintaining the common wall. The cost of reasonable repair and maintenance of a common wall shall be shared by the owners who make use of the wall in proportion to such use.

4. If a common wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owner thereafter make (sic) use of the wall, they (sic) shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

XII. Breach of Obligations

1. The failure of any lot owner or successor or assign thereof to comply with the provisions of these Restrictions and the Articles of Incorporation and By-Laws of the Homeowners Association shall give rise to a cause of action by the Homeowners Association, any owner or any one or more of them, or their successors, for the recovery of damages, or for injunctive relief or both.

2. The result of every act of omission whereby any of the obligations contained in these Restrictions are violated in whole or in part is hereby declared to be and constitute a nuisance, and every remedy allowed by law against a nuisance either public or private shall be applicable to every such result and may be exercised by any owner, by the Homeowners Association or by its successors in interest.

3. The remedies herein provided for breach of the obligations contained in these Restrictions shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

4. The failure of the Homeowners Association to enforce any of the obligations contained in these Restrictions shall not constitute a waiver of the right to enforce and same thereafter.

5. A breach of any of the obligations contained in these Restrictions shall not affect or impair the lien or charge of any bona fide mortgage on any lot or the improvements thereon.

XIII. Term, Scope, Duration and Amendment

1. These Restrictions and the obligations herein contained shall be in effect for a period of twenty-five (25) years from this date and shall be automatically extended for successive periods of ten (10) years unless within six (6) months prior to the expiration of the initial term or any ten (10) year renewal period a written agreement executed by the then record owners of more than three-fourth (sic) (3/4) of the townhouses shall be placed on record in the office of the Clerk and Recorder for East Baton Rouge Parish by the terms of which agreement the effectiveness of these Restrictions is terminated or the

obligations herein contained are extinguished in whole or in part as to all or any part of the Subdivision then subject thereto.

2. These Restrictions may be amended, modified, supplemented or deleted in part, only by the affirmative vote of not less than seventy-five (75%) percent of the lot owners.

3. Any change to these Restrictions shall be effective upon recordation thereof in the office of the Clerk of Court for the Parish of East Baton Rouge, Louisiana. No change to these Restrictions shall be effective if such change violates any of the laws or ordinances of the City of Baton Rouge, the Parish of East Baton Rouge, Louisiana, or the State of Louisiana.

XIV. Notices

1. In each instance in which notice is to be given to the owner of a lot, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or more co-owners of a lot, or to any general partner of a partnership owning such a lot, shall be deemed delivery to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a Corporation owning such lot shall be deemed delivery to the Corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the owner of such lot at the most recent address furnished by such owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such lot, and any notice so deposited in the mail within East Baton Rouge Parish, Louisiana, shall be deemed delivered forty eight (48) hours after such deposit. Any notice to be given to the Homeowners Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within East Baton Rouge Parish, Louisiana, shall be deemed delivered forty-eight (48) hours after such deposit.

XV. Severability

Should any portion of these Restrictions be void or be or become unenforceable in law, the remaining portions of these Restrictions shall, nevertheless, be and remain in full force and effect.

XVI. Conflicts

In case of any conflict between these Restrictions and the Articles of Incorporation or the By-Laws of the Homeowners Association, these Restrictions shall control.

XVII. Captions

The titles or headings of the articles and paragraphs of these Restrictions are not a part hereof and shall have no effect upon the construction or interpretation of any part thereof.

IN WITNESS WHEREOF, the undersigned, being the President of the Cypress Point Homeowners Association of Baton Rouge, Inc. and the necessary seventy five (75%) percent of the lot owners necessary to amend these restrictive covenants, pursuant to a meeting held on the 23rd day of August, 1992 where the foregoing provisions were enacted, have hereto set their hands on the dates indicated.