

# Lafayette Parish Recording Page

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Louis J. Perret  
Clerk of Court  
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Lafayette, LA 70502-2009  
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**First VENDOR**

LE TRIOMPHE OWNERS ASSOC

**First VENDEE**

LE TRIOMPHE OWNERS ASSOC

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I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

  
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**AMENDED AND RESTATED  
DECLARATION OF  
PROTECTIVE COVENANTS,  
CONDITIONS AND  
RESTRICTIONS  
FOR  
LE TRIOMPHE  
"A Master-Planned Residential Community"**

**STATE OF LOUISIANA  
PARISH OF LAFAYETTE**

**BE IT KNOWN**, that on this 22 day of August, 2012,

**BEFORE ME**, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

**LE TRIOMPHE OWNERS' ASSOCIATION**, a Louisiana non-profit corporation, appearing herein by and through the President and Secretary of its Board of Directors, Jonathon Schoop and Kristie Hebert, respectively, each duly authorized by virtue of resolutions of the Board of Directors attached hereto and also authorized by Section 9.01(C) of the Declaration of Protective Covenants, Conditions and Restrictions recorded July 12, 1985 at File No. 85-022508 of the records of the Clerk of Court for Lafayette Parish, Louisiana and as also recorded July 12, 1985 at COB 980, Folio 113, St. Martin Parish, Louisiana (the "Original Declaration"), as the same has been amended (the "Association").

who did declare and acknowledge as follows:

**WHEREAS**, Le Triomphe Partnership and its successor in interest, Le Triomphe, L.L.C., were the owners of those certain tracts or parcels of land, together with all buildings and improvements located thereon, more fully described in the Original Declaration and the amendments and supplemental declarations (i) dated December 23, 1987, recorded December 29, 1987, under File No. 87-43172 of the records of the Clerk of Court for Lafayette Parish, Louisiana and recorded December 28, 1987, under File No. 243942 of the records of the Clerk of Court for St. Martin Parish, Louisiana, (ii) dated February 28, 1996, recorded March 1, 1996, under File No. 96-7086 of the records of the Clerk of Court for Lafayette Parish, Louisiana and under File No. 278703 of the records of the Clerk of Court for St. Martin Parish, Louisiana, (iii) dated April 26, 1994, recorded April 28, 1994, under File No. 94-15707 of the records of the Clerk of Court for Lafayette Parish, Louisiana, (iv) dated July 1, 1997, recorded July 8, 1997, under File No. 97-24017 of the records of the Clerk of Court for Lafayette Parish, Louisiana and under File No. 285242 of the records of the Clerk of Court for St. Martin Parish, Louisiana, (v) dated September 22, 2003, and recorded September 24, 2003, under File No. 03-51248 of the records of the Clerk of Court for Lafayette Parish, Louisiana and under File No. 356406 of the records of the Clerk of Court for St. Martin Parish, Louisiana, and (vi) dated April 5, 2005, and recorded April 11, 2005, under File No. 05-15383 of the records of the Clerk of Court for Lafayette Parish, Louisiana, and

recorded April 11, 2005, under File No. 375458, COB 1420, Page 350, of the records of the Clerk of Court for St. Martin Parish, Louisiana (collectively, the said amendments together with the Original Declaration, and any future amendments or modifications thereto sometimes referred to as the "Declaration, as Amended"), which said tracts or parcels of land were, by the Declaration, as Amended, made a part of a master-planned residential community and private golf club and course known as "Le Triomphe Golf Club and Residential Community" (hereinafter referred to as "Le Triomphe") and were made subject to the terms and conditions of the Declaration, as Amended;

**WHEREAS**, the President and Secretary of the Association hereby certify that this Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Le Triomphe (sometimes referred to as the "Amended and Restated Declaration") has been approved by Owners entitled to cast at least fifty-one (51%) percent of the number of votes entitled to be cast pursuant to Section 5.10 of the Declaration, as Amended, at a meeting of the members of the Association duly noticed and held;

**WHEREAS**, according to Section 9.10 of the Original Declaration, the President and Secretary of the Board of Directors of the Association are mandated to execute this Amended and Restated Declaration in light of the aforementioned vote of the Owners;

**NOW THEREFORE**, the Association hereby declares that all the property located in Le Triomphe shall be and continue to be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the land and shall be binding on all parties having any right, title or interest in or to said property or any part thereof, their respective heirs, successors and assigns, and shall insure to benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Amended and Restated Declaration shall have the meanings hereinafter specified:

- 1.01 **"Amendment"** shall mean any Amendment and Supplemental Declaration previously executed by the Declarant and /or the Association.
- 1.02 **"Architectural Control Committee"** or the **"Committee"** shall mean the committee created pursuant to Article IV hereof.
- 1.03 **"Architectural Control Committee Rules"** or the **"Committee Rules"** shall mean such procedural and substantive rules adopted by the Architectural Control Committee pursuant to Section 4.08 hereof.
- 1.04 **"Articles"** shall mean the articles of incorporation of Le Triomphe Owners' Association, a Louisiana non-profit corporation, as filed in the office of the Secretary of State of Louisiana, and as such articles may, from time to time, be hereafter amended.
- 1.05 **"Assessments"** shall mean monetary amounts assessed by the Association, including both annual and special Assessments.

- 1.06 **“Association”** shall mean Le Triomphe Owners’ Association, a Louisiana non-profit corporation, its successors or assigns.
- 1.07 **“Association Property”** shall mean all immovable or movable property now or hereafter owned by or leased to the Association.
- 1.08 **“Board”** shall mean the Board of Directions of the Association elected by the Members to serve as its governing body and assume its powers and duties.
- 1.09 **“By-Laws”** shall mean the By-Laws of the Association which may be adopted by the Board and as may from time to time be amended.
- 1.10 **“Common Areas”** shall mean the Private Ways described in Section 2.16 hereinafter, the Park situated adjacent to the southern boundary of Tract “F” on the plats of survey attached to the Declaration, as Amended and any other immovable property conveyed thereafter and/or hereafter by Declarant to the Association expressly for the common use and enjoyment of the Owners pursuant to the provisions hereinafter set forth, together with all of the Improvements constructed thereon for the general use of the Owners.
- 1.11 **“Composite Lot”** shall mean a Lot made up of one (1) or more adjoining single family Lots to be used as a single home site for building and Assessment purposes.
- 1.12 **“Declarant”** shall mean the Le Triomphe Partnership, a Louisiana Limited Partnership, its successors or assigns, including but not limited to Le Triomphe, L.L.C.
- 1.13 **“Declaration”** shall mean this instrument and any future amendments or supplements thereto.
- 1.14 **“Fines”** shall mean monetary amounts assessed by the Association as a penalty for violation of the rules and regulations of the Association and/or any terms and provisions of the Declaration.
- 1.15 **“Golf Club”** shall mean Le Triomphe Golf Club, a Louisiana non-profit corporation, and its member stockholders.
- 1.16 **“Improvements”** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, patios, tennis courts, swimming pools, garages, fences, gages, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planted trees and shrubs, poles, signs, exterior air pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, televisions, or other utilities, and any construction which in any way alters the exterior appearance of any improvement, or the removal of any Improvement.
- 1.17 **“Le Triomphe”** shall mean all of the immovable property described in the Declaration, as Amended, together with all Improvements from time to time constructed thereon, including but not limited to Le Triomphe, Phases I, II and III and any future property added to the Declaration, as Amended.

- 1.18 **“Le Triomphe Phase I”**, shall mean all of the immovable property contained within the boundaries of Tracts “A” through “G”, inclusive of, the Park, the Private Ways describe in Section 2.16 hereof and other facilities and amenities related thereto shown and designated on the plats of survey attached to and made a part of the Declaration, as Amended. The Le Triomphe Golf Course and Golf Club site, and Tracts “L” through “M”, inclusive, shown and designated on the plats of survey attached to the Declaration, as Amended, shall not be subject to the Declaration, as Amended, unless the same are included under a Supplemental Declaration executed and recorded as herein provided.
- 1.19 **“Le Triomphe Phase II”**, shall mean all of the immovable property contained within the boundaries of Tract “I,” inclusive of, any Park, Private Ways describe in Section 2.16 hereof and other facilities and amenities related thereto shown and designated on the plats of survey attached to and made a part of the Declaration, as Amended.
- 1.20 **“Le Triomphe Phase III”**, shall mean all of the immovable property contained within the boundaries of Tracts “H,” “J” and “K,” inclusive of, any Park, Private Ways describe in Section 2.16 hereof and other facilities and amenities related thereto shown and designated on the plats of survey attached to and made a part of the Declaration, as Amended.
- 1.21 **“Lot”** shall mean any parcel of land within Le Triomphe designated, numbered and shown as a lot on the plat of survey attached hereto and made a part hereof, including any Improvements thereon, and all interest in any Common Areas appurtenant thereto. This definition also includes a composite Lot, wherein two (2) or more adjoining lots are used as a single home site.
- 1.22 **“Master Plan”** shall mean the Association’s plan for the overall development and improvement of Le Triomphe, on file in the offices of the Association, including all future amendments and supplements thereto.
- 1.23 **“Member”** shall mean any person or entity who is a member of the Association pursuant to Section 5.05 hereof.
- 1.24 **“Owner”** shall mean the record Owner as shown by the official records of the Clerk of Court for the appropriate parish, whether one or more persons or entities (including Declarant), of the fee simple title to any Lot within Le Triomphe, Phases I, II or III, but shall not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a mortgage, unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings.
- 1.25 **“Plans and Specifications”** shall mean any and all documents designed to guide or control the construction, exterior alteration or erection of any Improvements, including but not limited to those indicating size, shape, configurations, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation of information relevant to such Improvement.

- 1.26 **“Plans and Specifications Review Fee”** shall mean such fees as may be imposed from time to time, and/or modified, by the Board by majority vote for and in connection with the review of Plans and Specifications and other submissions by the Architectural Control Committee, as the Board deems appropriate.
- 1.27 **“Road Use Fee”** shall mean such fees as may be imposed from time to time, and/or modified, by the Board by majority vote for and in connection with the use of the streets and roadways within Le Triomphe by concrete trucks in connection with any construction of any building and/or other Improvements, or alterations to the exterior of any buildings and/or other Improvements, on any Lot(s), as the Board deems appropriate.
- 1.28 **“Subassociation”** shall mean any non-profit Louisiana corporation or unincorporated association organized and established by Declarant or its successors or assigns pursuant to or in connection with a Supplemental Declaration as herein provided.
- 1.29 **“Supplemental Declaration”** shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by Declarant, its successors or assigns, pursuant to Article VIII of the Declaration.

## ARTICLE II

### GENERAL RESTRICTIONS

All immovable property within Le Triomphe, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

- 2.01 **Animals and Pets.** No pet shall be allowed to leave its excrement on any Lot other than the Lot of said animal's owner nor on any common area. No animals, including without limitation, livestock, poultry, game birds, rabbits, snakes, shall be raised, bred, or kept on any Lot, except that dogs, cats, and other common Household pets of the domestic variety may be kept provided that they are not kept, bred, or maintained for commercial purposes and provided that no more than two (2) of each type animal are kept. Pets shall be kept under control and not allowed to roam or run at large. When not upon the Owner's premises, pets must be kept on a leash.
- 2.02 **Antennae.** No exterior radio, television, or communications antenna, aerial, or dish shall be erected or maintained in Le Triomphe without the written approval of the Architectural Control Committee. Small dishes ( i.e. Directv) may be placed on the rear 50% of the home. If this cannot be accommodated, prior written approval from the Architectural Control Committee must be given for the dishes to be placed elsewhere on a home.
- 2.03 **Common Area Enjoyment.** Except as otherwise provided hereinafter, every Owner shall have a right and servitude of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

- B. The right of the Association to suspend the voting rights and right of use of the Common Area and recreational facilities by an Owner for any period during which any Assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its current rules and regulations.
- C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Association Members entitled to vote upon Association matters.

- 2.04 **Common Areas Maintenance Through Assessment.** Each Owner shall be a Member of the Association. After Improvements in the Common Areas are completed by Declarant and the same is conveyed to the Association, all costs of repairs, maintenance, insurance and operation of such Improvements shall be the responsibility of the Association. The Association is authorized to make annual Assessments against all Lots, with maintenance of Common Areas being one of the primary goals of the annual Assessments.
- 2.05 **Composite Lot.** Any Owner of one (1) or more adjoining family Lots may consolidate such Lots into one (1) Composite Lot or building site with the privilege of placing or constructing Improvements on such resulting site. Accordingly, setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the plat attached to the Declaration, as Amended; and the site shall be considered one (1) single family Lot for Association Assessment purposes, as well as for purposes of determining voting rights. Only with the written permission of the Le Triomphe Owners' Association Board of Directors, may a composite lot be deconsolidated with the stipulation that Association Assessment Dues will be backdated from the date of consolidation.
- 2.06 **Drainage, Grades, and Ditches.** All earth areas shall be graded such that they drain in a manner consistent with natural drainage and without damage to neighboring landowners. Contouring the earth is encouraged to provide swales, especially along Lot lines, that are free flowing and manageable. Open ditches are not allowed on any Lots, No driveways or access road to Lots shall be constructed without provisions for drainage or surface water along the designated right-of-way, nor without asphalt paving or concrete paving being installed between the street or road paving and the Improvements on the Lot line. No building shall be constructed on any Lot until provisions have been made for drainage of surface water to offsite which minimizes drainage across adjacent property and/or Lots; drainage shall be into the street or road area, or into natural drainage areas wherever possible.
- 2.07 **Electrical, Telephone, Television, and Other Lines.** Electrical, telephone, television, and other connections and installations of wires and cables to buildings, shall be made underground from the nearest available source.

- 2.08 **Exterior Lighting.** All exterior illumination for parking areas, walkways, buildings, and landscaping must be approved by the Architectural Control Committee.
- 2.09 **Exteriors of Buildings.** The exterior on each building shall be constructed entirely of materials approved in advance by the Architectural Control Committee for such building. No building shall have exterior materials or siding consisting of asphalt, tin, galvanized iron, steel or vinyl.
- 2.10 **Hazardous Activities.** No activities shall be conducted on any Lot or in Common Areas and no Improvement shall be constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted on any Lot except in an interior fireplace or a contained barbecue unit, exterior fireplace/fire pit while attended. The discharging of fireworks in Le Triomphe is expressly forbidden, unless approved in advance by the Board for special occasions.
- 2.11 **Leasing on Property.** Any Owner shall have the right to lease his Lot, which includes all buildings and Improvements thereon, upon such terms and conditions as the Owner may deem advisable, except that any such lease shall be in writing and shall provide that the lease shall be subject to the terms of the Declaration, as Amended, and that the lessee shall abide by the same. Any failure of the lessee to comply with the terms of the Declaration, as Amended, shall be a default under the lease, enforceable by the Association.
- 2.12 **Lot Cleanliness and Maintenance.** Owners and occupants of all Lots, shall keep their Lots in safe, clean, neat and attractive condition. In no event shall any Lot be used for storage of materials or equipment except for normal residential requirements or incident to construction of Improvements thereon. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining Lots or public or private streets, Common Areas, the Golf Club site and course or other adjoining property. Without limiting the generality of the foregoing, trailers, recreational vehicles, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all terrain vehicles, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or appropriately screened from view, and no repair or maintenance work shall be done on any of the foregoing, or on an automobile, other than minor emergency repairs, except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, or scrap or refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view. Liquid gas, oil, and other exterior tanks shall at all times be kept within an enclosed structure or permanently screened from view.
- 2.13 **Noise.** No exterior speakers, horns, whistles, bells, or other sound devices other than security devices used exclusively for security purposes shall be located, used, or placed on any Lot without the prior written approval of the Architectural Control Committee. No noise or other nuisance shall be



permitted to exist or operate upon any such Lot so as to be offensive or detrimental to any other Owner or occupant.

- 2.14 **Offensive Activities.** No activity, whether for profit or not, shall be conducted on any Lot which is not related to single family purposes as such term is defined herein. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.
- 2.15 **Parking.** Each individual Lot Owner shall provide for permanent off-street parking of automobiles, motorboats, and/or recreational vehicles (RV). No vehicles(s) owned or used by the Lot Owner shall be parked in the street. No trailer, camper, motor home, boat, or other recreational vehicle shall be parked in any driveway for greater than forty-eight (48) continuous or non-continuous hours during any seven (7) calendar day period.
- 2.16 **Private Ways.** For purposes of this Declaration, the term "Private Ways" shall mean the private streets shown and designated on the plats of survey attached to the Declaration, as Amended, including but not limited to AUGUSTA DRIVE, BALTUSROL DRIVE, BEAR CREEK COURT, CAPILANO LANE, GLENEAGLES CIRCLE, GRAND CYPRESS CREEK DRIVE, INNISBROOK DRIVE, INVERNESS LANE, KILLARNEY COURT, LAQUINTA COURT, LE TRIOMPHE PARKWAY, MASTERSPOINT DRIVE, MID OCEAN COURT, MISSION HILLS DRIVE, MURIFIELD COURT, OAKMONT CIRCLE, PRESTWICK COURT, RIVIERA COURT, SAWGRASS LANE, SHINNECOCK HILLS DRIVE, SHOAL CREEK COURT, SPYGLASS LANE, TROON DRIVE, TURNBERRY COURT, and WINGED FOOT DRIVE, together with all walkways constructed by Declarant or the Association within said street rights-of-way, the walkway constructed by Declarant within the easement along the frontage of Lot Nos. 1, 2, 3, and 4 of Tract B fronting on Le Triomphe Parkway and all sidewalks constructed by the Owners pursuant to Section 3.19 hereof. The Declarant and each Owner in Le Triomphe are hereby granted a non-exclusive easement to use the Private Ways located within Le Triomphe for the purpose of walking thereon or traveling by appropriate means, and the Declarant and each Owner may permit their guests and invitees to use the Private Ways for such purposes. The rights and easements herein granted shall be appurtenant to and assignable with the Lot with respect to which it is granted, except for the rights herein granted to the Declarant, but shall not otherwise be assignable. Use of Private Ways shall be subject to the rules and regulations adopted by the Association. The Association may grant access on Private Ways to police, fire, and other public officials or employees of utility companies serving Le Triomphe, to the members of the Golf Club and to such persons to whom the Declarant or the Association believes access should be given. The Declarant and Association may use the Private Ways for their own purposes and for the purpose of constructing and maintaining utilities in, over, upon, along and/or under such Private Ways, and the Declarant and the Association are each hereby authorized and empowered to grant easements for the construction and maintenance of such utilities. THE RIGHTS HEREBY GRANTED SHALL NOT BE TAKEN OR INTENDED TO DEDICATE THE FOREGOING PRIVATE WAYS TO THE PUBLIC, AND THE PRIVATE CHARACTER OF SUCH PRIVATE WAYS SHALL BE MAINTAINED.

- 2.17 **Repair of Buildings.** All Improvements hereafter constructed upon any land within Le Triomphe shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner. The opinion of the Architectural Control Committee as to the acceptability of such condition shall be final.
- 2.18 **Easements Deemed Appurtenant.** The easements and rights herein created for an Owner shall be appurtenant to the Lot and the improvements belonging to that Owner, and all conveyances of and other instruments affecting title to property shall be deemed to grant and reserve the easements and rights as are provided for herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appear in any such conveyance.
- 2.19 **Signs.** No sign of any kind shall be displayed to the public view without the prior written approval of the Architectural Control Committee.
- 2.20 **Street Entrances and Exits.** The Owner of each Lot must provide adequate, easy, hard- surfaces access to his residence from abutting roadways. No single-family residence in Le Triomphe, Phases I and II, other than those in Tract B, shall have its driveway or pedestrian entrance/exit from Le Triomphe Parkway; however, single family residences in Le Triomphe, Phase III may have their driveways or pedestrian entrances/exits from Le Triomphe Parkway. Private drives shall not be over twenty-four (24) feet in width. Driveway entrances shall have approaches that drain to the roadway.
- 2.21 **Subdividing.** No Lot shall be further divided or subdivided except by Declarant, nor may easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Control Committee.
- 2.22 **Temporary Structures.** No tent, shack, trailer, mobile home, or other temporary building. Improvement or structure shall be placed upon any Lot, except that temporary structures necessary for storage of tools and equipment during construction and for office space for architects, builders, and job superintendents during actual construction may be maintained with the prior written approval of the Architectural Control Committee. The Declarant may utilize such temporary buildings or structures, sales offices, model units, signs, etc., as it deems necessary to provide for the ongoing development of Le Triomphe or the operation of any facility or amenity in connection therewith.
- 2.23 **Use.** All Lots shall be improved and used solely for single family residential purposes. As used herein, the term "single family residential purposes" shall mean the use and occupancy of a Lot as a private dwelling by the respective Owner thereof for the housing of his family and for no other purposes.
- 2.24 **Vehicles.** The use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, , motorcycles, and golf carts, shall be subject to the Association's rules, which may regulate, prohibit or limit the use thereof within specified parts of Le Triomphe. In addition to the foregoing, and without limiting the generality thereof, the parking of vehicles of any type or description whatsoever upon the streets

or rights-of-way within Le Triomphe shall also be subject to the Association's rules and regulations. Vehicles of every type and description (including but not limited to golf carts) shall only be driven by licensed drivers while on any Private Ways.

- 2.25 **Water and Sewage.** Each dwelling unit on a Lot shall connect with the water supply and sewer treatment facilities approved by Declarant as set forth in Section 3.18 hereof for the provision of such services to Le Triomphe. No private well shall be used by an Owner as a source of water for human consumption, nor shall any other facility other than those approved by Declarant be used by an Owner for the disposal of sewage.

### ARTICLE III

#### RESIDENTIAL DESIGN GUIDELINES

- 3.01 **Approval of Plans for Buildings, Landscaping, Alterations, and Other Improvements.**

- A. Residential design guidelines are set forth to preserve the standards and ideas on which the Master Plan of Le Triomphe was conceived. The architectural design principle is that every dwelling unit must be in harmony with Le Triomphe and its natural surroundings. Form and construction, colors, and materials must all present a minimum of contrast with the existing landscape.

No house shall be erected, altered, placed or permitted to remain on any one of the Lots within the Property other than one (1) detached family dwelling not to exceed two and one-half (2 ½) stories in height, a private garage or carport for not more than four (4) cars, and other accessories incidental to residential use of the Lots, such as swimming pools, bathhouses and/or gazebos. Private garages or carports shall load from the side or rear and shall not face the street fronting the Lot, except garages constructed on corner lots. If any part of a garage is located on the front one-half of the respective Lot, it must have an approved garage door. Houses constructed on corner lots shall include an attached or detached fully enclosed garage with a standard door. Detached servants' quarters or any other detached structure may be constructed only with the prior written approval of the Architectural Control Committee. In order to assure that location of houses will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of other houses, large trees, common facilities and similar considerations, the Committee reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site, and provided, that in the event an agreed location is stipulated in writing in the contract of purchase from the Declarant, the Committee shall approve automatically such location for residence.

- B. No building or structure of a temporary character, such as an out-building, shed, shack, barn, tent, trailer, mobile, modular or prefabricated home, or any other structure or building, other than the residence to be built thereon and an enclosed structure to house a trailer, boat, camper, motor home or recreational vehicle shall be placed or maintained on any Lot in Le Triomphe either temporarily or permanently, nor shall any such structure of a temporary character be used as a residence, either temporarily or permanently. No trailer, camper, motor home, boat or other recreational vehicle shall be parked in any driveway for greater than forty-eight (48) continuous or non-continuous hours during any seven (7) calendar day period. No dwelling on any Lot in Le Triomphe shall be occupied while in the course of construction nor until made to comply with all conditions set forth herein and all applicable statutes, laws, codes, regulations and ordinances. Any trailer, boat, camper, motor home, or recreational vehicle must be stored in an enclosed permanent structure so as not to be visible from the street or golf course. Said enclosed structure and any of the above named items, must be constructed in accordance with the Residential Design Guidelines.

Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, from time to time during the Construction and Sale Period, upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the development and/or construction of any Improvements and/or the sale of the Lots. This shall include, but shall not be limited to, storage areas, construction yards and model homes, and the activities associated therewith.

- C. No building, landscaping, alteration, fences or other Improvements shall be erected or placed on any Lot, nor shall any construction be commenced thereon, until plans for such building, landscaping, alteration, fences or other Improvements have been submitted to and approved in writing by the Architectural Control Committee, and any applicable fees paid in accordance with subpart H, below.

Any plans for alterations to the exterior of any building or landscaping shall be approved in writing by the Architectural Control Committee prior to commencement of the alteration.

Any reference to "construction" in this Declaration, as Amended, shall include new construction of any building and/or other Improvements, as well as alterations to the exterior of any buildings and/or other Improvements, on any Lot(s).

- D. The Architectural Control Committee shall provide a written response to a request for approval within thirty (30) days from receipt thereof. If no response to a request for approval is issued by the Committee within the thirty (30) days, approval by the Committee shall not be required; provided, however, all other provisions and restrictions of the Declaration shall apply.
- E. For construction of dwellings on Lots, plans must include a site plan showing all buildings with their location, dimensions, and front, side, and rear setback dimensions.

- F. Approval of Plans and Specifications shall be applicable only to the current Lot Owner and shall terminate and be rendered void if construction or Improvement is not begun within six (6) months after such approval. Due to extenuating circumstances, an Owner may request the Architectural Control Committee to extend the six (6) months' time limitation. All approvals of Plans and Specifications are contingent upon payment of the Plans and Specifications Review Fee and any Road Use Fee as imposed by the Board prior to construction commencing.
- G. The role of the Architectural Control Committee is to make certain that no Improvements impair the aesthetic and monetary values of the properties within Le Triomphe. The Architectural Control Committee shall consider the suitability of the Improvements and the types of materials used, the quality of materials utilized, the effect of any proposed Improvement on adjacent or neighboring property, the method of utilization of utility lines, the impact on the natural surroundings, and the timely and orderly completion of such Improvements.
- H. The Board by majority vote shall set and/or modify from time to time such Plans and Specifications Review Fees as it deems appropriate.
- I. The Board by majority vote shall set and/or modify from time to time such Road Use Fees as it deems appropriate.

3.02 **Concrete Truck Washouts.** Owners must assure that during construction of their Improvement, no concrete trucks are allowed to leave hardened piles of concrete on any Lots or streets in Le Triomphe. Concrete disposal bags must be used.

3.03 **Driveways, Walkways, and Parking Areas.** The location and type of materials (i.e. washed gravel, brick pavers, colored concrete, etc.) used for driveways, walkways, and parking areas must be shown on the site plan submitted by Owner for approval to the Architectural Control Committee.

3.04 **Easements.** Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected or maintained in and on the areas indicated and shown as easements on the plats of survey attached to the Declaration, as Amended, water, sewer, and other pipelines, conduits, wires and any public utility function above or beneath the surface of the ground, and such fences, walkways or paths as are designated therein on said plats of survey, with the right of access to the same at any time for the purposes of repair and maintenance.

The Association and the suppliers of utilities to Le Triomphe, through their respective proper agents and employees, shall at all times have the right to access to all such easement ways shown on the plats of survey attached to the Declaration, as Amended, for the purpose of installing, inspecting, maintaining, removing or replacing any portion of the facilities so installed by it.

3.05 **Exterior Building Materials and Colors.** Building plans must include the type of exterior materials used on walls, shutters, doors, windows, columns, overhangs, fascia, gutters, roofing, and fencing, and the colors of these items, all of which must be approved in writing by the Committee.

No residence or other building erected, placed or altered within the Property shall be constructed exteriorly of imitation brick stone or aluminum/vinyl siding, and not more than forty (40%) percent of the exterior, at the discretion of the Committee, may be wood or a similar building material. All painted exteriors must have at least two (2) coats of paint.

- 3.06 **Fences.** No fence shall be erected on a Lot beyond the front building setback line of that Lot. All fences and fencing material must be approved in advance by the Committee and must be wood, brick stucco or black wrought iron, unless otherwise approved in writing by the Committee or as otherwise provided herein, and the most attractive side of such fencing must face outward. Any fence erected parallel to an existing pond shall be located no closer than fifteen (15') feet from the water's edge and constructed entirely of black wrought iron. All gates or doors that face toward Common Areas such as cart paths or walkways shall open inward only. Perimeter fences shall be permitted along the boundaries of the Le Triomphe Golf Course or lakes only if that portion of the fence within twenty (20') feet of the golf course boundary is constructed entirely of black wrought iron. No fence shall exceed six (6') feet in height.
- 3.07 **Finished Floor Height.** The minimum height of the finished floor of the heated/air conditioned areas of a dwelling must be the highest of the following:
- A. Eighteen (18) inches above the top of the curb measured from the lowest point along the curb line adjacent to the Lot frontage; or
  - B. The following MSL measurements:
    - i. 28.0' MSL for Lots 1 through 33, Tract K, Phase 1 of Le Triomphe, as shown on the map prepared by Paul L. Miers, Engineering, LLC entitled "Final Plat Le Triomphe Tract K Phase 1 'A Residential Development'" located in Section 15, T11S, R5E, Lafayette Parish, Louisiana dated February 21, 2005, recorded March 28, 2005 at File No. 2005-00012862, official records of the Parish of Lafayette, State of Louisiana, or
    - ii. 26.5' MSL for all other Lots.
- 3.08 **Garage and Carport Openings.** No open Garages or Carports are allowed.
- 3.09 **Garbage Containers.** No open garbage containers or piles of garbage shall be allowed to remain on any Lot. Garbage cans must be screened from neighbors and the public view by fencing, landscaping or other screening devices that are acceptable to the Architectural Control Committee. All garbage, trash, and other refuse must be placed in containers and a place convenient for pick-up and removed within 24 hours of service.
- 3.10 **Release of Liability Due to Defect in Plans and Specifications.** Neither the Declarant, Association, or Architectural Control Committee or any member, officer or agent thereof shall be responsible or liable in any way for any defects in any Plans or Specifications submitted, approved, or

revised in accordance with this Declaration, nor for any structural or other defects in any work done according to such Plans and Specifications. The scope of the review of the Plans and Specifications shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes and standards, or any other similar factors.

- 3.11 **Landscaping Plan.** A landscaping plan shall be presented to the Architectural Control Committee for approval not less than thirty (30) days prior to the completion of construction of any residence. The plan shall be a drawing and shall depict trees, areas of lawn or ground cover, hedges, bushes, ferns or other plantings, and any areas to be left unimproved by landscaping. The names of all new landscape items shall be indicated therein. The front yard shall be completely sodded with centipede or equal. The plantings and other Improvements provided for in such plan shall be installed, planted, or constructed within thirty (30) days of the completion of the residence unless an extension is granted in writing by the Architectural Control Committee, in default of which the Committee may cause this work to be performed at the Owner's expense.
- 3.12 **Mailboxes.** All mailboxes must be of the same design, material and paint color as approved by the Committee. Specifications, prices and place of purchase will be provided by the Committee before installation.
- 3.13 **Portable Chemical Toilets.** During the construction phase, portable chemical toilets shall be placed in a location on the building site that is remote and as inconspicuous as possible. All efforts must be made not to place such toilets next to occupied residences.
- 3.14 **Plot Plan.** The plot plan shall show the proposed location of all Improvements and all walkways, driveways, parking, areas, sidewalks, exterior walls, swimming pools, and other amenities to be constructed on the Lot, the distances measured from the extremity of such Improvements on the Lot to the property lines. The plot plan shall be drawn to a scale of one (1) inch equals twenty (20) feet (1" = 20') or larger.
- 3.15 **Retention of Plans.** Upon written approval by the Architectural Control Committee of any Plans and Specifications submitted hereunder, shall be retained for permanent record with the Architectural Control Committee, and, if approved, a written letter approving said plans shall be sent to the applicant submitting same.
- 3.16 **Roof Penetrations.** No ventilating, plumbing, or heating vents shall be placed on the front side of building roofs. All vents protruding from roof shall match, or be painted to match, the color of the roof. Residences on corner lots are considered to have two (2) front sides relative to the purpose of this Section.
- 3.17 **Setbacks and Minimum Heated/AC Square Footage for Single Family Dwellings:**
- A. Since the establishment of inflexible building setback lines tends to force construction of homes directly behind and beside other homes with detrimental effects on privacy, view, breeze, and the preservation of desirable trees, the following specific setbacks and minimum building sizes are herein established as guidelines, which,

upon written request, may be altered by the Architectural Control Committee to achieve the most aesthetic and practical home settings, while at all times subject to the zoning and subdivision ordinances or regulations that may be applicable:

Tract	Front	Rear	Side	Minimum Square Footage
A	30'	10'	7.5'	2,000
B	50'	20'	10.0'	3,500
C	35'	10'	10,0'	2,250
D	40'	10'	10.0'	2,500
E	30'	10'	7.5'	2,000
F	30'	10'	5.0'	2,000
G	40'	10'	10.0'	3,000
H	*	10'	8'***	2,200
I				
J	*	10'	8'***	2,400
K	*	10'	8'***	2,200

**\*As shown on the plat showing said property attached to the Declaration, as Amended.**

**\*\* Except as shown on the plat showing said property attached to the Declaration, as Amended.**

**Corner Lots.** All dwelling units situated on a corner Lot shall maintain a minimum side yard setback of not less than fifteen (15') feet. The Architectural Control Committee shall determine, in its discretion, the facing direction of all such structures, including garages and accessory buildings.

**Lots Adjacent to Le Triomphe Parkway.** All Lots in Tracts "C", "D", "E", "F" and "G" that are situated adjacent to Le Triomphe Parkway shall maintain a setback of not less than twenty (20') feet from the nearest boundary of the Le Triomphe Parkway right of way.

**Lots Adjacent to Le Triomphe Golf Course or Lakes.** All Lots in Tracts "A", "B", "C", "D", "E", "G", "H", "J" and "K" that are situated adjacent to the Le Triomphe Golf Course or the lakes located on said course, shall maintain a setback of not less than twenty (20') feet from the nearest boundary of said golf course or lakes.



Measurements for setbacks shall be taken from the outer extremities of the buildings (the roof overhand being considered an outer extremity of the building) to the appropriate property lines. Thus, all measurements are to be made from the closest points on any buildings or structures to the property lines, including overhangs, gables, chimneys, garden windows, porches, etc.

- C. "Minimum Square Footage" is herein defined as the total enclosed heated/air-conditioned habitable area of a dwelling unit, exclusive of open porches, balconies, garages, carports, basements, unfinished attics, open walkways, and atriums. The enclosed heated/air-conditioned square footage must be certified on the Plans and Specifications submitted to the Architectural Control Committee for approval.
- D. The Architectural Control Committee has the authority to alter building setback lines as it deems necessary to achieve the objectives of this Declaration, as well as to approve of plans for residences containing two thousand (2,000) square feet, exclusive of porches, breezeways, garages and carports, with respect to Tract K, Phase 1, Lots 1 thorough 33, and Tract H and to approve of plans for residences containing two thousand (2,200) square feet, exclusive of porches, breezeways, garages and carports, with respect to Tract J.

- 3.18 **Water Supply and Sewer Treatment Facilities.** Water supply and sewer treatment facilities available to Owners may be provided by the Declarant or some other entity acceptable to Declarant. By accepting title to a Lot, the Owner covenants and agrees to pay to the entity supplying water and operating such sewage treatment facilities, a tap-in fee, a deposit and monthly service charges, as approved by the Louisiana Public Service Commission, to cover the cost of providing such services. Such deposit and fees charged and the payment thereof shall be the personal obligation of the Owner of the Lot and deposit and fees shall be in addition to and apart from other Assessments levied by the Association in accordance with the Declaration, as Amended.
- 3.19 **Sidewalks.** Sidewalks constructed of exposed aggregate concrete shall be installed by the Owners of all Lots (except Lots in Tract "B") along the private street rights-of-way abutting their respective Lots, within the easements shown and designated for such purpose on the plats of survey attached to the Declaration, as amended. All such sidewalks shall be constructed in accordance with the standards set forth by the City of Lafayette for residential sidewalks and shall be installed by all such Owners on or before the date of issuance of a certificate of occupancy or the occupancy of the residence on the Lot, whichever first occurs. Upon installation of the sidewalk and acceptance of the same by the Association, the Association shall be solely responsible thereafter for maintaining and repairing the sidewalk and shall indemnify and hold the Owner harmless from and against all liability for damages arising from the condition or use of the sidewalk. In the event the Owner fails to install his sidewalk within the time period required herein, the Association shall have the right, but not the obligation, to install the sidewalk and assess the Owner the cost thereof, enforceable against the Owner and his Lot, as an Assessment pursuant to Article VII of the Declaration, as Amended. Where an Owner owns more than one Lot, sidewalks must be constructed within the easements shown

and designated for such purpose on the plats of survey attached to the Declaration, as Amended, over and across each Lots owned by said Owner as fully as if said Lots were not under common ownership.

- 3.20 **Solar Devices.** Solar collectors may be installed on the roof of a home provided they are of the flat plate type mounted flush with no overhang. Solar collectors shall not be installed on a house in a fashion which detracts from the design appearance of the structure or creates glare to adjoining homes or property. Lightning Rods may be installed. Rods shall not be installed in a fashion which detracts from the design appearance of the structure. The Architectural Control Committee shall adopt such restrictions as it may find necessary to assure the acceptable appearance of all solar devices.
- 3.21 **Temporary Construction Easement.** The Owner of a Lot upon which a dwelling is to be constructed with an exterior wall upon or within five (5) feet of an adjacent Lot is hereby granted a temporary construction easement upon the next adjacent five (5) feet of such adjacent Lot for the purpose of carrying on reasonable and necessary construction activities in connection with the construction of such dwelling; provided, however, that no such easement shall be effective for a period of more than six (6) months from the beginning of construction of said dwelling, and the rights hereby granted shall not authorize the destruction or removal of any Improvements, including landscaping or natural vegetation, located upon such adjacent Lot. The Owner utilizing such temporary construction easement shall restore the area thereof to its previous condition and shall be responsible for all clean-up made necessary by such use. Notwithstanding the foregoing, no such easement shall exist once a dwelling, or other vertical construction, is placed upon the easement area of the adjacent Lot.
- 3.22 **Trash and Debris Dumpsters.** During the phase of construction of his residence, each Owner shall utilize trash and debris dumpsters or such other containers as may be required to maintain the building site in a neat, clean and safe condition. The Association shall have the right, but not the obligation, to remove unsightly trash or debris from a Lot in the event the Owner responsible therefor has not maintained or removed the same as required herein, and the cost hereof shall be paid by such Owner, enforceable as an Assessment. No trash and/or debris dumpsters are allowed on the street.
- 3.23 **Tree Cutting.** No tree having a diameter of six (6) inches or more when measured from a point of two (2) feet above ground level shall be cut or removed from any Lot without prior written authorization of the Architectural Control Committee.
- 3.24 **Utility Connection Points.** Owners of Lots agree to connect utility service lines, including but not limited to electricity, water, sewer, telephone, cable t.v., and natural gas, only at points designated by the Declarant.
- 3.25 **Variances.** The Architectural Control Committee may grant variances from compliance with any of the architectural provisions of the Declaration, as Amended, or any Supplemental Declaration, including without limitation, restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, setbacks, building envelopes, colors, materials, or similar restrictions when circumstances such as topography, nature obstructions, hardship, or aesthetic or environmental consideration may warrant in the

sole and absolute discretion of the Architectural Control Committee. Any variances must be requested in writing by the Owner and any approval of same given by the Architectural Control Committee shall likewise be in writing.

If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Declaration, as Amended, or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the Declaration, as Amended, or of any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the variance.

- 3.26 **Maintenance.** Each Owner shall be responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Association may cause such work to be performed and may demand any sue for reimbursement for such costs and reasonable attorney's fees.
- 3.27 **Window Coverings.** Any window covering placed on any windows facing any street must be lined with a white or off-white backing unless otherwise approved in advance in writing by the Committee. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purpose, nor shall window mounted heating or air-conditioning units be permitted on or in any Improvements within the Subdivision.
- 3.28 **Clotheslines.** Except in rear yards totally screened from any street and/or other Lot, as well as from the golf course, outside clotheslines or other outside facilities for airing or drying clothes are specifically prohibited and shall not be erected, placed or maintained. No clothing, rugs, or other items shall be hung on any railing, fence, hedge or wall.
- 3.29 **Roof.** The minimum roof pitch shall be 7/12, unless otherwise approved by the Committee. All roofing shingles must be Architectural Style, such as Prestique Brand or equivalent.
- 3.30 **Ceilings.** All residences shall be constructed with at least eighty (80%) percent of the ceilings on the ground floor not less than nine (9") feet high. A minimum of nine (9') foot plats heights are required.
- 3.31 **Chimneys.** Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence. All fireplaces shall have chimney caps. Galvanized metal caps are not allowed.
- 3.32 **Garage Apartments.** No garage apartments shall be built on any of the Lots.
- 3.33 **Bulkheads.** All bulkhead plans must be approved by the Committee prior to construction. Lake property owners have the option of installing a bulkhead to reclaim land lost by erosion or to prevent erosion. Bulkheads must be constructed in accordance with the following specifications:

The top of all bulkheads shall be installed eighteen (18") inches above the mean elevation of the lake when full. Light grey "C-Loc" PVC exterior grade interlocking sheet piling or equal shall be used with the top finished with CCA treated pine. A tie-back plan shall also be included.

## ARTICLE IV

### ARCHITECTURAL CONTROL COMMITTEE

- 4.01 **Appointment of Members.** The Board shall have the right to appoint and remove all members of the Architectural Control Committee, but so long as Declarant is entitled to the additional votes allocated Declarant pursuant to Section 5.10(B), Declarant shall have the absolute right to approve or disapprove all members proposed for appointment by the Board. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Control Committee without Declarant's consent.
- 4.02 **Committee Duties and Authority.**
- A. The Architectural Control Committee shall approve Plans and Specifications for Improvements in Le Triomphe.
  - B. The Architectural Control Committee shall review and inspect construction and other Improvements in Le Triomphe to assure general adherence to approved Plans and Specifications.
  - C. The Architectural Control Committee shall strive to aesthetically control the spacing and orientation of dwelling units, buildings, and other Improvements, especially in relation to front, side and rear yard orientation.
  - D. The Architectural Control Committee, in its discretion may grant variances as set forth in Section 3.25 above.
  - E. Charge and collect such Plans and Specifications Review Fees as may from time to time be set and/or modified by the Board by majority vote, as the Board deems appropriate.
  - F. Charge and collect such Road Use Fees as may from time to time be set and/or modified by the Board by majority vote, as the Board deems appropriate.
- 4.03 **Meetings.** The Architectural Control Committee shall meet from time to time, as necessary to perform its duties hereunder.

The Architectural Control Committee may, by resolution, unanimously adopted in writing, designate one (1) of its members to take any action or perform any duties for and on behalf of the Architectural-Control Committee, except the granting of variances. In the absence of such designation, the vote of a majority of all of the members of the Architectural Control Committee taken without a meeting shall constitute an act of the Architectural Control Committee.

- 4.04 **Non-liability of Committee Members.** Neither the Architectural Control Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to the Owner or to any other person for any loss, damage or injury arising out of their performance of the duties of or membership on the Architectural Control Committee or the Board except in cases of willful misconduct or bad faith.
- 4.05 **Number of Members.** The Architectural Control Committee shall consist always of either three (3) or five (5) members. The initial members of the Architectural Control Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Architectural Control Committee may be removed at any time without cause. The Architectural Control Committee may consist of Board Members and/or persons engaged to provide professional services and/or Owners. All decisions regarding the removal and appointment of any members of the Architectural Control Committee shall be made by the Board of the Association.
- 4.06 **Objective.** The objective of the Architectural Control Committee, which governs new construction, alterations to the exterior of existing Improvements, and Improvements in Le Triomphe, is to encourage the building or alteration of homes of good architectural design, quality, and size compatible with the area. Homes should be planned with particular attention to the design and aesthetic appearance of the exterior and the use of materials as will, in the judgment of the Architectural Control Committee, create an attractive and harmonious blend with existing homes, the Le Triomphe Golf Course and the natural surroundings. The Architectural Control Committee may disapprove the design and construction of a home purely on its exterior appearance when such disapproval is required to protect the other homeowners. Prior judgment regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Architectural Control Committee and the Board feel that the re petition of such matters will have an adverse effect.
- 4.07 **Review of Proposed Plans for Buildings or Other Improvements.** Prior to the start of alterations to the exterior of, or construction of, any building or Improvements in Le Triomphe, Plans and Specifications shall be submitted to the Architectural Control Committee for review and approval in accordance with Section 3.01 hereof. Construction, alteration or installation may not commence on any building or Improvement until the Plans and Specifications for the same have been approved as provided therein.

The Architectural Control Committee may review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof, or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and Le Triomphe generally.

The Committee shall take into consideration the aesthetic aspects of architectural designs, placement of buildings, landscaping, color, schemes, exterior finishes and materials, and similar features, but shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans and Specifications be deemed approval thereof,

from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

- 4.08 **Rules Adoption.** The Architectural Control Committee may adopt such procedural and substantive rules not in conflict with the Declaration, as Amended, as it may deem necessary or proper for the performance of its duties.
- 4.09 **Work in Progress and Completed Work.** The Architectural Control Committee may review and inspect work in progress and completed work and give notice of noncompliance as it deems necessary.

## ARTICLE V

### LE TRIOMPHE OWNER'S ASSOCIATION

- 5.01 **Association Organization.** Le Triomphe Owner's Association shall be a nonprofit Louisiana corporation created for the purpose, charged with the duties, and vested with the power prescribed by law or set forth in its Articles of Incorporation and By-Laws and in the Declaration, as Amended. Nothing in the Declaration, as Amended, shall prevent the creation of Subassociations, by provision therefore in Supplemental Declarations executed and recorded by Declarant or its successors or assigns to own, develop, assess, regulate, operate, maintain or manage other portions of Le Triomphe subject to such Supplemental Declarations, or to own, develop or control portions thereof for the common use or benefit of owners and occupants, of lands in the portions of Le Triomphe subject to such Supplemental Declarations.
- 5.02 **Board of Directors.**
- A. **Number.** The affairs of the Association shall be managed by a Board of Directors having not less than three (3) and not more than five (5) directors. Except for the initial Board named in the Articles of Incorporation, the directors or officers of the Association Board shall be elected from the membership of the Association.
- B. **Nominating Committee.** A nominating committee shall be appointed by the Board. It shall consist of a chairman and two (2) or more additional Members of the Association who are not on the Board. Annually, the nominating committee shall make as many nominations for election to the Board as are required but not less than the number of vacancies to be filled. Such nominations shall be made from among Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting.
- C. **Election and Term of Office.** At the first annual meeting of the Board and at each annual meeting thereafter, the Members shall elect five (5) directors for a term of one (1) year. Election to the Board shall be by secret written ballot. The Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under Section 5.10 of the Declaration, as

Amended. The candidate receiving the largest number of votes shall be elected. The Members shall not have cumulative voting rights.

- D. **Offices.** The Board, elected by Association Members, shall decide who amongst them will fill the offices of President, Vice President, Secretary, and Treasurer.

The President, Vice President, Secretary or Treasurer may sign on leases, mortgages, conveyance instruments and other written instruments and co-sign all checks and promissory notes.

The President shall preside at all meetings of the Board, insure that orders and resolutions of the Board are carried out.

The Vice President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as required by the Board.

The Secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and of the Association Members and may serve notice of meetings of the Board and of Association Members, keep appropriate current records showing the names and addresses of the Members of the Association, and perform other duties required by the Board.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, discharge such funds as directed by the Board, keep proper books of account and as required, prepare an annual income and expenditures statement to be presented to the membership at its regular annual meeting, and deliver a copy of same to the Members. An acting manager and/or outside service provider may function in the place of the Treasurer. If so, one of the Board Members must co-sign all checks.

- E. **Removal.** Any member of the Board, or the entire Board, may be removed from office with or without cause by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a member of the Board, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. However, the Board may in its discretion leave such position vacant until the next annual meeting of the Board as long as there are at least three (3) members of the Board at all times.
- F. **Compensation.** No member of the Board shall receive compensation for his services as a member of the Board. However, any director may be reimbursed for actual expenses incurred in the performance of duties for the Association.
- G. **Action Taken Without a Meeting.** The Board shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though, taken at annual meeting of the directors.

- 5.03 **Duties of Association.** In accordance with this Declaration, the Association, through its Board, shall have and perform the following duties for the benefit of its Members:
- A. Accept, own, operate, and maintain the Private Ways described in Section 2.16 hereof, including without limitation all curbing, medial islands, subsurface drainage system, lighting system, landscaping and other Improvements located thereon on thereunder, the main entrance features and control station, the vehicular bridge over LaSalle Coulee, the Park situated adjacent to Tract "F" on the survey attached to the Declaration, as Amended, and all other Association Property that may be hereafter conveyed or leased to it;
  - B. Obtain and maintain in effect adequate policies of insurance affording fire and extended coverage, bodily injury and property damage liability, workmen's compensation and other such insurance coverages the Board deems necessary or expedient;
  - C. Pay property taxes levied with respect to any Association Property;
  - D. Convey, upon dissolution of the Association, the assets of the Association to one or more tax exempt organizations of the kind described in Section 501 of the Internal Revenue code of 1954;
  - E. Make, establish, and promulgate rules to govern the operation and use of Association Property, the imposition of dues, assessments, fees and fines for violations of any restrictions and/or rules applicable to any of the Lot(s), in such amounts as it may from time to time deem appropriate, and permit and enforce speed and traffic controls, use of vehicles and parking and safety restrictions, all in the Common Areas, Private Ways, walkways and paths within Le Triomphe;
  - F. Appoint and remove members of the Architectural Control Committee through the Board;
  - G. Assess Fines for violations of the Declaration, as Amended, and/or any rules and regulations of the Association; and
  - H. Enforce the covenants, conditions, and restrictions set forth in the Declaration, as Amended.
  - I. Set and/or modify from time to time such Plans and Specifications Review Fees as it deems appropriate.
  - J. Set and/or modify from time to time such Road Use Fees during construction or alteration to the exterior of any buildings and/or other Improvements on any Lot(s) as it deems appropriate.
  - K. Accept from the Declarant any lands that are sought to be made subject to this Declaration, as Amended, as provided in Article VIII.
- 5.04 **Meetings.** An annual meeting of the Members of the Association will be held at a date and time selected by the Board in the month of January of each year at the principal office of the Association. Said annual meeting may be held at another reasonable place or time as designated by written



notice from the Board or by written notice signed by Members having one-fifth (1/5) of the total votes outstanding, delivered not less than ten (10) or mailed not less than fifteen (15) days prior to the date fixed for said meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each Member as his address appears on the books of the Association. The Board may call one or more special meetings of the Members of the Association from time to time upon the affirmative vote of the majority of the Board to do so, and such meetings shall be held at a date and time selected by the Board. Notice of any special meeting shall be delivered not less than ten (10) or mailed not less than fifteen (15) days prior to the date fixed for said meeting, to all Members, addressed to each Member as his address appears on the books of the Association

- 5.05 **Membership.** Declarant, as long as it owns at least one (1) Lot, and all Owners shall be Members of the Association. Each Owner shall be Members of the Association, and membership shall be appurtenant to and run with the Lot ownership which qualifies the Owner thereof for membership. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot.
- 5.06 **Necessary Votes for Action.** Except as otherwise provided in this Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by proxy.
- 5.07 **Powers and Authority of Association.** The Association shall have the power and authority of a Louisiana non-profit corporation, subject to the limitations set forth in this Declaration, to:
- A. Manage and operate Association Property;
  - B. Levy annual and special Assessments and impose Fines for violations of the Declaration, as Amended, and/or any rules and regulations of the Association;
  - C. Pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities, services, and maintenance for the Association Property;
  - D. Maintain and repair Association Property;
  - E. Obtain and pay for fire protection, security, street lighting, and emergency medical services, and pay property taxes and assessments;
  - F. Construct new Improvements or additions to Association Property;
  - G. Enter into contracts on such terms and provisions as the Board may determine;
  - H. Obtain and hold any necessary permits or licenses;

- I. Acquire, own, and dispose of property, whether by grant, lease, gift, or otherwise;
  - J. Enter into any Lot or Association Property for the purpose of enforcing by peaceful means the Declaration, as Amended, or to perform exterior repairs, maintenance or cleaning when an Owner fails to maintain his Lot and Improvements in a manner satisfactory to the Association;
  - K. Retain and pay for legal and accounting services necessary in the operation and management of the Association and Association Property; and
  - L. Take any and all actions it deems necessary in order to enforce the provisions of this Declaration, including but not limited to adopting such rules and regulations applicable to Le Triomphe and/or any portion thereof as it deems reasonable or necessary, imposing fines for violations of such rules and regulations and/or the Declaration, as Amended, filing and foreclosing upon liens as provided for in this Declaration, as Amended, filing suit or seeking injunctive remedies in a court of law, suspending the voting rights and right of use of the Common Areas and recreational facilities by an Owner for any period during which any Assessment, Road Use Fee, Plans and Specifications Review Fee or other charge, fee or fine provided for herein or in any rules and regulations against his Lot remains unpaid, and for so long as any infraction of its current rules and regulations is ongoing and for a period not to exceed sixty (60) days after the said infraction of its current rules and regulations has ceased.
- 5.08 **Presiding Officer.** The President of the Board, or in his absence the Vice President, shall call meetings of Members to order and act as presiding officer of such meetings.
- 5.09 **Quorum.** The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting. At this new meeting, the quorum requirement shall be waived, and action may be taken by a vote of a majority of the votes present, in person or by proxy.
- 5.10 **Voting Rights.** The right to cast votes and the number of votes which may be cast for election of members to the Board of the Association and for all other voting matters shall be calculated as follows:
- A. The Owner, including Declarant, of each Lot or Composite Lot shall have one (1) vote for each such Lot or Composite Lot.
  - B. In addition, the Declarant shall also have and be entitled to three (3) votes for each one (1) vote outstanding in favor of any Owner, other than Declarant, under Subsection A above; provided, however, at such time as the number of dwelling units owned by persons or entities other than Declarant total in the aggregate seventy-five (75) percent of the total number of dwelling units designated in the

Master Plan, Declarant's right to additional votes under this Subsection B shall cease to exist, and thereafter, Declarant shall have only the votes, if any, to which it is entitled under Subsection A, above.

- C. Lots held jointly or in common by more than one (1) person shall require that the Owners thereof designate, in writing, the individual person or Owner who shall be entitled to cast such vote, and no other person shall be authorized to vote in behalf of such Lot. A copy of such written designation shall be filed with the Board before any such vote may be cast, and upon the failure of the Owners to file such designation, such votes shall neither be cast nor counted.
- D. Any Owner, including Declarant, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the By-Laws of the Association, but no such proxy shall be valid for more than eleven (11) months.

## ARTICLE VI

### ASSOCIATION PROPERTY

6.01 **Association Property and its Conveyance.** The Declarant will transfer and convey to the Association the property in Le Triomphe described herein below, after completion of development of the same. In the act of conveyance, Declarant shall reserve unto itself all minerals and mineral rights in and to immovable property, but shall covenant not to allow any drilling or exploration activities to be conducted on the surface of said property which would in any way interfere with the use of the same. Development of these properties shall be considered complete when all utilities have been installed, all streets paved, and all landscaping or development of the properties, if any, have been fully accomplished, to wit:

- A. The Le Triomphe main entrance with accompanying signage, features, landscaping, and security control station, and the security control station at the southern intersection of Le Triomphe Parkway with U.S. Highway 90;
- B. The Private Ways described in Section 2.16 of this Declaration, including all curbing, medial islands, subsurface drainage system, lighting system, landscaping thereon or thereunder;
- C. The area situated adjacent to the southern boundary of Tract "F" and designated as Park on the survey attached to the Declaration, as Amended;
- D. The fences installed by Declarant along Greer Road, portions of the Private Ways, the northern boundary of the Park situated adjacent to Tract "F" and the western boundary of the parcel designated as Commercial Tract 2 on the survey attached to the Declaration, as Amended; and

E. The vehicular bridge over LaSalle Coulee adjacent to the Park described in Subsection E above.

- 6.02 **Damages.** Each Owner shall be liable to the Association for any damage to Association Property (including without limitation the sidewalk installed by Owner on his Lot) which may be sustained by reason of the negligent or intentional misconduct of such Owner or his family, lessee, guests, or invitees. If a Lot is owned by two (2) or more persons, all such persons shall be liable in solido hereunder for any such damages. The amount of such damages may be levied as an Assessment against such person's immovable and movable property on or within Le Triomphe and may be collected as provided for in the Declaration, as Amended, under Assessments.
- 6.03 **Damage and Destruction of Association Property.** In the case of destruction of or damage to Association property by fire or other casualty:
- A. **Reconstruction - Minor.** If the cost of repairing or rebuilding does not exceed the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) and the amount of the available insurance proceeds, such insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association Property do damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special Assessment to make good any deficiency.
- B. **Reconstruction - Major.** If the cost of repairing or rebuilding exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00) and the available insurance proceeds, then:
- (1) The insurance proceeds shall be paid to the Board, to be held in separate trust for the benefit of the Members, as their respective interests shall appear. The Association may, on behalf of the Members, enter into an agreement with a bank or other corporate trustee upon such terms as the Board may approve consistent herewith, for the purpose of receiving, holding or disbursing such proceeds.
  - (2) The Association shall obtain firm bids from two (2) or more responsible contractors to repair or rebuild any or all portions of the damaged property and shall call a special meeting of the Members to consider such bids. At such special meeting, the Members may, by a three-fourths (3/4) majority of the votes cast at such meeting elect to reject such bids and not rebuild. Failure to reject such bids shall be deemed acceptance of such bid as may be selected by the Board of Directors. If a bid is accepted, the Association may levy special Assessments on the Members to make up any deficiency between the total insurance proceeds and the contract price of repairing or rebuilding the Association Property and such Assessments and all insurance proceeds shall be paid to the Board to be used for such repairing or rebuilding. Such Assessments may be made due on such dates and the Association may designate. The Association may borrow money to pay the aforesaid deficiency and may secure such borrowing by an assignment of its right to collect such Assessments, by a pledge of or mortgage on any movable property owned by the

Association or held by it in trust for the Members, or on any other immovable property owned by the Association. If the Members elect not to rebuild, the proceeds, after payment for demolition of damaged structures and clean-up for premises, shall be retained by the Association for use in performing its functions under the Declaration, as Amended.

- C. **Decision Not to Reconstruct.** If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damages or destroyed facility pursuant to Subsection A or B, as the case may be of this Section.

## ARTICLE VII

### ASSESSMENTS AND ASSOCIATION FUNDS; LIENS

#### 7.01 **Annual Assessment and Due Date.**

Unless set otherwise by the Board, the due date for each year's regular annual Assessment shall be January 31 for each current calendar year's Assessment.

The person or entity holding record title to the Lot or Composite Lot on January 1 of each year shall be responsible for payment of the annual Assessment. The seller of the Lot may, on his own, make an agreement with the buyer to have the buyer pay him all or a portion of such Assessment.

The Board shall fix the amount of the annual Assessment against all property subject to the same at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A property executed certificate of the Association as to the status of the Assessments on a specified Lot is binding upon the Association as of the date of its issuance.

Prior to the beginning of each new calendar year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a provision for contingencies and appropriate replacement reserves. Then, the Board shall levy the annual Assessment per this article in order to pay such estimated expenses.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased above ten (10%) percent only by a vote of fifty-one

(51%) percent of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

- 7.02 **Assessments and Their Uses.** The uses of the annual and special Assessments levied by the Association shall be to maintain, preserve, and operate the Association Property for the benefit of the Members, and to carry out the powers, duties, and functions of the Association as set forth in the Declaration, as Amended. Such purposes shall also include, but not be limited to, providing utility services to the Association Property, paying ad valorem taxes thereon, providing funds for the payment of unexpected liabilities and expenses incurred by the Association during the preceding year, and maintaining and preserving said property as well as for the creation of reasonable reserves pursuant to Sections 7.05 and 7.10 hereof for future maintenance, preservation, operation and/or capital improvements or expansion of said property.
- 7.03 **Collection and Proration of Initial Regular Annual Assessment.** At the date of closing when an Owner initially purchases or acquires property within Le Triomphe the Declarant, in the interests of the Association, shall levy and collect from each Owner a prorated portion of the applicable annual Assessment indicated in Section 7.01 for the remaining portion of the first calendar year.
- 7.04 **Lien and Personal Obligation of Assessments, Fines, Plans and Specifications Fees and Road Use Fees.** Each person or entity owning a Lot by acceptance of recorded title thereto, whether or not it shall be expressed in the instrument conveying such title, is deemed to covenant and agree to pay to the Association the annual Assessment and special Assessments as levied by the Board, as well as any and all Fines, Plans and Specifications Fees and Road Use Fees imposed against said Owner and/or his Lot.

Subject to the provisions of Section 7.06 hereafter, the annual and special Assessments, as well as Fines, Plans and Specifications Fees and Road Use Fees, together with interest, costs, and reasonable attorney's fees, shall to the full extent permitted by law be a charge on the land and the payment thereof shall be secured by a continuing lien upon the Lot against which each such Assessment is made and/or Fines, Plans and Specifications Fees and Road Use Fees levied.

Each such Assessment, Fine, Plans and Specifications Fee and Road Use Fee, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due and/or the Fines were levied.

- 7.05 **Maintenance Fund.** The Board shall establish the Le Triomphe Maintenance Fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under the Declaration, as Amended. The funds of the Association must be used solely for purposes related to the property owned by or leased to the Association, or subject to the Association rules for operation of the Association, or otherwise for purposes authorized by the Declaration, as Amended, and as it may from time to time be amended. To the extent compatible with current operating needs, excess funds of the Association shall be maintained in interest-bearing accounts or securities.

- 7.06 **Mortgage Protection.** Notwithstanding any other provision of this Declaration, no lien created under this or any other article of this Declaration, nor any lien arising by reason of any breach of the Association's rules, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the beneficiary under any recorded mortgage of first and senior priority now or hereafter made in good faith and for value. However, after the foreclosure of any such first mortgage or after conveyance in lieu of foreclosure, such Lots shall remain subject to this Declaration and the Owner thereof shall thereafter be liable for all regular and special Assessments levied by the Association.
- 7.07 **Nonpayment of Assessment, Fines, Plans and Specifications Fees and Road Use Fees, Liens, and Remedies of the Association.** Any Assessment, Fines, Plans and Specifications Fees and Road Use Fees not paid within thirty (30) days after the due date for same shall be deemed in default. The amount of any such Assessment, Fines, Plans and Specifications Fees and/or Road Use Fees, whether regular or special, assessed against any property plus interest on such Assessment, Fines, Plans and Specifications Fees and/or Road Use Fees at such lawful rate as the Board may designate from time to time, and the costs of collecting the same, including reasonable attorneys' fees, shall be a lien upon such Lots and Improvements thereon. Such lien shall be prior to any declaration of homestead. The Association may either bring an action at law against the Owner personally obligated to pay the same, or foreclosure said lien against the Lot, or pursue both remedies. In addition, the Association shall have the right to suspend the voting rights and right of use of the Common Areas and recreational facilities by an Owner for any period during which any Assessment against his Lot remains unpaid, and for so long as any infraction of its current rules and regulations is ongoing and for a period not to exceed sixty (60) days after the said infraction of its current rules and regulations has ceased. No Owner may waive or otherwise escape liability for any Assessment, Fines, Plans and Specifications Fees and/or Road Use Fees by nonuse of the Common Areas or any other Association Property or by the abandonment of any Lot. A certificate executed and acknowledged by any two (2) members of the Association's Board stating the indebtedness secured by such lien, shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request and for a reasonable charge.
- 7.08 **Property Exempt from Assessments.** No Assessments shall be levied against any property owned by the Declarant.
- 7.09 **Property Subject to Assessments.** Except as otherwise provided herein the Association shall levy Assessments against each Lot shown and designated on the plats of survey attached to the Declaration, as Amended.
- 7.10 **Reserve Replacement Funds.** For so long as Declarant is entitled to the additional votes provided for in Section 5.10 B hereof, the Declarant shall, and once the Declarant is not entitled to such additional votes, the Association shall, establish such "Reserve Replacement Funds" as is determined to be prudent in order to provide for the maintenance of the Association Property. All Reserve Replacement Funds shall be maintained by the Association for the perpetual maintenance of the

Association Property, including without limitation, the Private Ways described in Section 2.16 hereof; each such Reserve Replacement Fund to be maintained in an interest-bearing account established by Declarant for such purpose. The amount to be maintained by the Association in such Reserve Replacement Funds shall be determined from time to time by the Board, based on its estimation of the amount necessary to provide for such maintenance and satisfy the requirements, if any, of lenders or mortgage agencies or authorities having an interest in any loan related to property situated in Le Triomphe, Phases I, II and/or III.

- 7.11 **Special Assessments.** The Board may levy in any assessment year special Assessments applicable to that year only for the purpose of defraying, in whole or in part, unexpected liabilities and expenses incurred by the Association during the preceding year, the cost of construction, reconstruction, repair, or replacement of a capital improvement upon any Association Property, including fixtures and personal property related thereto. Any Assessment under this section shall, have the assent of at least fifty-one (51 %) percent of the entire membership of the Association.
- 7.12 **Subordination of Lien.** The lien for Assessment, Fines, Plans and Specifications Fees and Road Use Fees provided for herein shall be subordinated to the lien of any first mortgage.
- 7.13 **Responsibility for Payment of Lien.** The sale or transfer of any property subject to unpaid Assessment, Fines, Plans and Specifications Fees and Road Use Fees shall not affect the Assessment, Fines, Plans and Specifications Fees and Road Use Fees lien, and the record owner of the Lot(s) in question on the books of the Association as of the date the Assessment, Fines, Plans and Specifications Fees and Road Use Fees are levied shall be conclusively deemed to be responsible for payment of the full amount of the Assessment, Fines, Plans and Specifications Fees and Road Use Fees. Any pro ration of or contribution toward the Assessment, Fines, Plans and Specifications Fees and Road Use Fees as between the seller/transferor and the buyer/transferee shall be a matter solely between said parties and shall in no way require the Association to collect from the said parties separately or in any manner vary the provision set forth in the preceding sentence as to the party who is responsible for the payment in full of the Assessment, Fines, Plans and Specifications Fees and Road Use Fees.

The parties to any sale or transfer of any Lot(s) shall be responsible for providing to the Association a copy of any act of sale or transfer that bears upon any Lot(s) together with sufficient information for the Association to be able to change the name and address of the Owner of said Lot(s) on its records. The Association shall have no obligation to independently determine whether any sale or transfer of any Lot(s) has taken place or to make any change to the records as to the Owner of said Lot(s) regardless of what knowledge the Association may have, unless and until it receives a copy of the required documents as set forth herein.



## ARTICLE VIII

ANNEXATION AND DEVELOPMENT OF  
ADDITIONAL LANDS

8.01 **Annexation.** Declarant, and other persons with Declarant's written consent, may at any time, and from time to time, add to the lands which are subject to the Declaration, as Amended, as described herein. Upon the recording of a notice of addition of land containing the provisions set forth in this article (which notice may be contained within any Supplemental Declaration affecting such land), the covenants, conditions, and restrictions contained in the Declaration, as Amended, shall apply to the added land; and the rights, privileges, duties and liabilities of the persons subject to the Declaration, as Amended, shall be the same with respect to the added land as with respect to the lands originally covered by the Declaration, as Amended.

The notice of addition of land referred to hereinabove shall contain the following provisions:

- A. A reference of the Declaration, as Amended, stating the date of recordation hereof and the book and page numbers wherein the Declaration, as Amended, is recorded;
- B. A statement that the provisions of the Declaration, as Amended, shall apply to the added land as set forth herein;
- C. An adequate legal description of the added land; and
- D. Declarant's written consent if land being added is not owned by the Declarant. As part of such written consent, Declarant may agree with the person who owns such land as to the terms and conditions upon which Declarant will exercise its right and duties, as Declarant, under the Declaration, as Amended, with respect to such lands added to the lands originally covered by the Declaration, as Amended.

Notwithstanding anything to the contrary in this Declaration, as Amended, the notice of addition of land referred to hereinabove shall not require the vote of the Owners as provided in Article IX, below, but shall only require the approval of a majority of the members of the Board of Directors.

8.02 **Development by Declarant.** The Declarant may divide or subdivide Le Triomphe into several areas, develop some of said areas and at Declarant's option, dedicate some of said areas as Common Areas or for other purposes for the benefit of the developed areas in accordance with the Master Plan. As each area is developed or dedicated, Declarant may record one (1) or more Supplemental Declarations which may contain such complementary additions and modifications to the easements, covenants, conditions and restrictions set forth in the Declaration, as Amended, as Declarant, in its judgment, deems necessary to reflect the different character or use, if any, of such annexed property provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of the Declaration, as Amended. Any Supplemental Declaration may, but need not, provide for the establishment of a Subassociation to be comprised of the owners of the land within the area subject thereto. All lands, Improvements, and uses in each area so

developed shall be subject to both the Declaration, as Amended, and the Supplemental Declaration, if any, for that area.

## ARTICLE IX

### MISCELLANEOUS

#### 9.01 Amendment.

- A. For so long as Declarant is still entitled to the additional votes provided for in Section 5.10 B hereof, Declarant reserves to itself and shall have the continuing right, at any time, and from time to time, without the joinder or consent of any Owner, lender or other person, to amend this Declaration, as Amended for the purposes of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, and to meet any requirement specified by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association and any other similarly secured or guaranteed mortgage agency or authority with an interest in any loan related to any property situated within Le Triomphe; provided, however, any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, as Amended, and shall not impair or materially adversely affect the vested property or other rights of any Owner or of his mortgagee.
- B. From and after the twelfth (12th) month from the date of the recording of the Original Declaration, it may be amended by the Declarant as long as the Declarant is still entitled to the additional votes provided for in Section 5.10 B hereof. No amendment proposed by Declarant under this subparagraph shall be effective without notice and hearing; and if the Owners, other than Declarant, entitled to cast fifty-one (51%) percent or more of the votes entitled to be cast pursuant to Section 5.10, by written notice delivered to the Board within fifteen (15) days after such hearing, object to such amendment as proposed by Declarant, such amendment shall not be effective. Any amendment affected under the provisions of this subparagraph shall not become effective until it has been executed and recorded in the record books of the office of the Clerk of Court in both Lafayette and St. Martin Parishes, Louisiana.
- C. Except as provided in Subsections A and B above, this Declaration, as Amended, may be amended by the President and Secretary of the Board executing such amendment and recording it in the record books of the office of the Clerk of Court in both Lafayette and St. Martin Parishes. They must certify that such amendment has been approved by Owners entitled to cast at least fifty-one (51%) percent of the number of votes entitled to be cast pursuant to Section 5.10. Any Owner may indicate his approval of such proposed amendment either by consenting thereto in writing or by affirmative vote at a duly convened regular or special meeting of the Association.

#### 9.02 Assignment by Association. The Association shall be empowered to assign its rights hereunder to any successor nonprofit membership

corporation, herein referred to as the "successor corporation"; and upon such assignment, the successor corporation shall have the rights and be subject to all the duties of the Association hereunder.

- 9.03 **Captions.** All captions and titles used in the Declaration, as Amended, are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.
- 9.04 **Construction Activities.** The Declaration, as Amended, shall not be construed to unreasonably interfere or prevent normal construction activities during the construction of Improvements by the Declarant upon property within Le Triomphe, provided, that when completed, any such Improvements constructed within Le Triomphe shall conform in all respects to the Declaration, as Amended.
- 9.05 **Effect of Violation of Mortgage.** No violation of any provisions of the Declaration, as Amended, shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the property made subject hereto, provided, however, that any mortgagee in actual possession or any purchaser at any mortgagees or foreclosure sale shall be bound by and subject to the Declaration, as Amended, as fully as any other Owner of any portion of the property.
- 9.06 **Enforcement of Declaration.** Any Owner, the Association, the Architectural Control Committee, Declarant, its successors and assigns, or any party to whose benefit the Declaration, as Amended, inures shall have the right to proceed at law or in equity to compel the violation or breach of the Declaration, as Amended. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision and the party bringing such enforcement action shall be entitled to recover reasonable attorney's fees incurred in connection therewith.
- 9.07 **Exemption of Declarant.** Notwithstanding anything in the Declaration, as Amended, to the contrary, neither the Declarant nor any of its activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Control Committee. Without in any way limiting the generality of the preceding sentence, the Declaration, as Amended, shall not prevent or limit the right of the Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales, and leasing offices, and similar activities, and to post signs incidental to construction, sales and leasing anywhere within Le Triomphe.
- 9.08 **Indemnity for Damages.** Each and every Owner in accepting an instrument conveying title to any property subject to the Declaration, as Amended, agrees to indemnify Declarant and the Association for any damage caused by such Owner to roads, streets, gutters, lighting, sidewalks or walkways, including all surfacing thereon, landscaping or to electrical, telephone, television, water, storm drainage, or sanitary sewer lines.
- 9.09 **Interpretation.** The provisions of the Declaration, as Amended, shall be liberally construed to create a uniform plan for the development and operation of Le Triomphe and for promoting and effectuating the

fundamental concepts set forth in the Declaration, as Amended, and the Master Plan.

The Association, as the governing body of Le Triomphe shall have the right to construe and interpret the provisions of the Declaration, as Amended, and in absence of an adjudication by a court of competent jurisdiction to the contrary, the interpretation by the Board of the Association shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

- 9.10 **Liens.** The Association shall have the right, when appropriate, to claim or impose a lien upon any Lot in order to enforce any right or effect compliance with the Declaration, as Amended.
- 9.11 **No Dedication to Public Use.** Nothing contained in the Declaration, as Amended, is intended or shall be construed as a dedication to public use of any Association Property, including without limitation, the Private Ways described in Section 2.16 hereof, the Park or other Common Areas, and no public, state, parish or municipal agency, authority or utility has accepted or shall have any responsibility or liability for the maintenance or operation of any of said Association Property.
- 9.12 **Nonwaiver.** The failure to enforce any provision of the Declaration, as Amended, at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Declaration, as Amended.
- 9.13 **Notices.** Any notice permitted or required to be given pursuant to the Declaration, as Amended, shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.
- 9.14 **Severability.** Every one of the covenants, conditions, easements and restrictions contained herein is independent of and severable from the rest of the covenants, conditions easements and restrictions and from every combination of the provisions thereof. Invalidation by any court of any covenant, condition, easement or restriction in the Declaration, as Amended, shall in no way affect any of the provisions of the other covenants, conditions, easements and restrictions which shall remain in full force and effect.
- 9.15 **Singular Includes Plural, etc..** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine; or neuter shall include the masculine, feminine, and neuter.
- 9.16 **Term of Declaration and Amendments.** The Declaration, as Amended, shall run with and bind the land situated in Le Triomphe, shall inure to the benefit of and be enforceable by the Declarant, the Association, the Architectural Control Committee, and the Owner of any Lot included in

Le Triomphe, their respective legal representatives, heirs, successors, and assigns until the 31st day of December in the year 2020, after which time this Declaration, as Amended, shall be automatically extended thereafter for successive periods of ten (10) years each, unless this Section 9.16 is amended or extinguished by a written instrument approved as hereinafter provided, to wit:


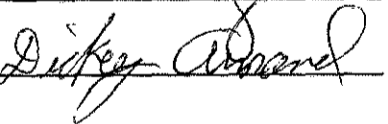
- a. Prior to or on December 31, 2020, Section 9.16 of this Declaration, as Amended, may be amended by an instrument signed by not less than seventy-five (75%) percent of the Owners and filed for recordation in the appropriate records of Lafayette and St. Martin Parishes, Louisiana, or in such other place or recording as may be appropriate at the time of the execution of such instrument.
- b. After December 31, 2020, Section 9.16 of this Declaration, as Amended, may be amended or this Declaration, as Amended, may be terminated in its entirety by an instrument signed by not less than fifty-one (51 %) percent of the Owners and filed for recordation in the appropriate records of Lafayette and St. Martin Parishes, Louisiana, or in such other place or recording as may be appropriate at the time of the execution of such instrument.

9.17 **Transferee's Acceptance.** The Transferee of the property subject to this Declaration, as Amended, by acceptance of the instrument conveying an interest in or title to or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such property, shall accept such contract upon and subject to the provisions contained in this Declaration, as Amended.

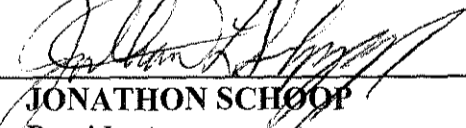
9.18 **Certification by President and Secretary.** The undersigned, being the duly elected President and Secretary of the Association hereby certify that this Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions has been approved by Owners entitled to cast at least fifty-one (51%) percent of the number of votes entitled to be cast pursuant to Section 5.10.


**THUS DONE AND PASSED** in Lafayette, Louisiana, on the aforesaid date in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me. Notary, after reading of the whole.

WITNESSES:

  
 \_\_\_\_\_  
  
 \_\_\_\_\_

LE TRIOMPHE OWNERS' ASSOCIATION

BY:   
 \_\_\_\_\_  
**JONATHON SCHOOP**  
 President

BY:   
 \_\_\_\_\_  
**KRISTIE HEBERT**  
 Secretary

  
 \_\_\_\_\_  
 NOTARY PUBLIC

JANEL MINVIELLE  
 NOTARY PUBLIC  
 Parish of Lafayette, State of LA  
 NOTARY NO. 32833

RESOLUTIONS OF THE BOARD OF DIRECTORS OF  
LE TRIOMPHE OWNERS' ASSOCIATION

The undersigned, being all of the directors serving on the Board of Directors of Le Triomphe Owners' Association (the "Association"), hereby adopt the following resolutions:

WHEREAS, a special meeting of the members of the Association was held on August 22, 2012, after all due notice, to discuss the advisability of adopting the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions presented at said meeting (the "Amendment and Restatement");

WHEREAS, at said meeting, the Association members holding at least fifty-one (51%) percent of the number of votes entitled to be cast pursuant to Section 5.10 of the original Declaration of Protective Covenants, Conditions and Restrictions (the "Original Declaration") voted to approve the adoption and execution of the Amendment and Restatement, and


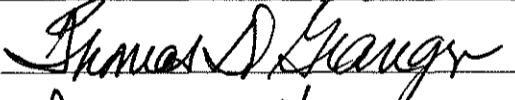
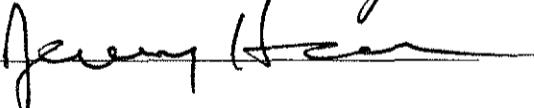
WHEREAS, pursuant to the Original Declaration, upon the approval of the Amendment and Restatement as aforesaid, President and Secretary of the Board of Directors shall be authorized to execute same and cause it to be recorded in the record books of the offices of the Clerk of Court in both Lafayette and St. Martin Parishes;

NOW THEREFORE, the Board of Directors hereby adopts the following resolution:

RESOLVED, that the President and Secretary of the Board of Directors be and are hereby authorized to execute the Amendment and Restatement and to cause it to be recorded in the record books of the offices of the Clerk of Court in both Lafayette and St. Martin Parishes.

Each of the members of the Board of Directors have signed these Resolutions as of the date indicated below, and said Resolutions shall be filed with or otherwise entered on the minutes or other appropriate records of this corporation.

These Resolutions are dated this 22 day of August, 2012.

  
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