

ACT OF REVOCATION OF PRIOR COVENANTS
AND
DECLARATION OF
NEW COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ACADIANA MARINA SUBDIVISION

BE IT KNOWN that on the dates hereinafter specified, before the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

ACADIANA MARINA, L.L.C., a Louisiana limited liability company, domiciled in Lafayette Parish, Louisiana, with a mailing address of 1007 Carmel Avenue, Lafayette, Louisiana 70501, herein represented by its duly authorized Member, Mary L. Courville, hereinafter referred to as “Acadiana Marina”; and

SEA TROUT DEVELOPERS, L.L.C., a Louisiana limited liability company domiciled in Lafayette Parish, Louisiana, with a permanent mailing address of 305 John Fell Loop, Scott, Louisiana 70583, being represented herein by its duly authorized Member, John E. Fell, III, hereinafter referred to as “Sea Trout”,

who declared that Acadiana Marina is the owner of the property described on Exhibit “A” attached hereto and made a part hereof (the “Property”). Acadiana Marina further declared that it acquired the property described above by Act of Exchange dated August 15, 2006 and recorded under file No. 20611042, records of Vermilion Parish, Louisiana, and by Act of Cash Sale dated December 12, 2007 and recorded under File No. 20715562, records of Vermilion Parish, Louisiana. Acadiana Marina further declares that it is the owner of all of the lots and common area of Acadiana Marina Subdivision and that, pursuant to Section 7.1 of the Act of Establishing Restrictive Covenants and Owners Association For Acadiana Marina, L.L.C., dated July 9, 2008 and recorded as an attachment under File No. 20807881, records of Vermilion Parish, Louisiana (the

“Original Declaration”), Acadiana Marina, with the consent of Sea Trout, has the right and authority to amend the Original Declaration as it sees fit. Based on the foregoing, Acadiana Marina and Sea Trout hereby vacate all of the terms, conditions and covenants contained in the Original Declaration and hereby establish a new set of terms, conditions, and covenants for Acadiana Marina Subdivision as set forth herein. It is not the intent of Appearers herein to alter, change or revoke in any way the terms of the Agreement recorded at File No. 20807881, records of Vermilion Parish, Louisiana, but only to revoke the Original Declaration which was an attachment to the said Agreement.

Acadiana Marina does by these presents declare that the Property has been surveyed and divided into lots as more fully shown by the final Subdivision Plat as hereinafter defined. Acadiana Marina further declares that the Property as shown on the Subdivision Plat shall be known and designated as **ACADIANA MARINA SUBDIVISION**, a subdivision of the Parish of Vermilion, Louisiana, hereinafter jointly referred to as the "Subdivision".

Acadiana Marina further declares that in order to assure all future Owners and all prospective purchasers that said property will be properly and uniformly developed and to make said property more desirable and attractive, it bind itself, its successors and assigns, not to sell any of the property situated in the Subdivision, unless under the following restrictions which are covenants to run with the land, and it does hereafter impose said restrictions, and such amendments as may be made as provided for herein, which shall affect the said property and all future purchasers whether set forth in any act of sale or not for the terms and under the conditions set forth herein, to-wit:

ARTICLE I

DEFINITIONS

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words, shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

- (a) "Appearer" shall mean Acadiana Marina, L.L.C.

(b) "Architectural Control Committee" shall mean and refer to the committee which approves exterior and structural improvements, additions, and changes within the Subdivision as provided herein.

(c) "Assessment" shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

(d) "Association" shall mean and refer to Acadiana Marina Camp Owners' Association, Inc., a Louisiana non-profit corporation either already existing or to be formed.

(e) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(f) "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of the Association, which govern the administration and operation of the Association as the same may be amended from time to time.

(g) "Camp" shall mean and refer to each individual single family residential unit and any replacement thereof which is or may be built on a Lot subject to these Restrictions, together with any carport or carport area, boat shed, or boat slip, and any other structure or fixture which may be attached thereto.

(h) "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association or over which the Association holds a servitude for the common or restricted use and enjoyment of the Owners.

(i) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association.

(j) "Declaration" shall mean and refer to this document, the Act of Revocation of Prior Covenants and Declaration of New Covenants, Conditions, and Restrictions for Acadiana Marina, L.L.C., and all amendments thereto filed for record in the records of the Clerk of Court for Vermilion Parish, Louisiana.

(k) "Living Area" shall mean and refer to enclosed and covered areas within a Camp, exclusive of garages, carports, porches, terraces, balconies, decks, courtyards, greenhouses, atriums, and attics.

(l) "Lot" shall mean and refer to any portion of the Property upon which it is intended that a Camp shall be constructed as such Lots are shown on the Subdivision Plat.

(m) "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Camp within the Development.

(n) "Owner" with an initial capital letter, shall mean and refer to one or more persons, who or which owns title to any Lot.

(o) "Person" shall mean and refer to any person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(p) "Property" with an initial capital letter, shall mean the real property described on Exhibit "A" hereof.

(q) "Subdivision Plat" shall mean and refer to that certain plat of Acadiana Marina, prepared by Montagnet & Domingue, Inc., dated March 15, 2011, a copy of which is recorded under Entry No. _____, records of Vermilion Parish, Louisiana, together with any future revisions thereof.

ARTICLE II

PROPERTY RIGHTS

2.01 Every Lot, as defined above, shall constitute a separate parcel of immovable property, the ownership of which is governed by the laws of the State of Louisiana, subject to the terms and provisions hereof.

2.02 The ownership of each Lot shall include, as an inseparable part thereof, certain appurtenances or component parts which need not be separately described in any mortgage or conveyance, which appurtenances or component parts shall be deemed to include, without limitation, the following:

- (a) A right to the use and enjoyment of the Common Areas dedicated to and owned by the Association for the benefit of the Owners, subject to the right of the Association to regulate such use and enjoyment.
- (b) Membership in the Association, with the rights and obligations more fully set forth in Article VI below.
- (c) The obligation to pay a share of the Common Expenses stipulated below, assessed as set forth hereinbelow.
- (d) The obligation to pay any Special Assessments levied against such Lot in accordance with the provisions contained hereinbelow.

2.03 The owner of any mortgage, lien or other security interest acquires his rights subject to the terms and provisions hereof; however, these Restrictions shall never be interpreted as authorizing the Association or any Owner to undertake any action or omission intended to decrease the value of such security interest or to commit waste of the property.

ARTICLE III **CONSTRUCTION**

3.01 All construction shall be undertaken subject to the mandatory rules and regulations set out herein. One or more of the following express construction rules and regulations may be waived by the Architectural Control Committee upon its determination, in its sole and exclusive discretion, that the waiver shall not defeat the purposes for which these Restrictions are adopted. These express construction regulations are set forth as follows, to-wit:

- (a) All construction shall meet the pertinent regulations and guidelines of any governmental body having authority over such construction, including, without limitation, the U. S. Army Corps of Engineers, the Louisiana State Department of Health and Human Resources, the Louisiana State Fire Marshall, the Vermilion Parish Health and Hospitals, and the Vermilion Parish Police Jury Permit Department, and all necessary permits and inspection certificates shall be obtained prior to the commencement of construction;
- (b) No used or “second hand” materials shall be utilized on the Camp exteriors, without the prior written consent of the Architectural Control Committee;
- (c) Subject to the provisions of Article V below, no more than one Camp or structure capable of being utilized as a residence shall be permitted on each Lot;
- (d) The sewerage lines shall not be utilized for surface water drainage purposes;
- (e) No construction or landscaping shall be planned or undertaken in a manner that results in a change in the original surface water drainage pattern or otherwise causes additional run-off on adjoining Lots; and
- (f) No construction shall deny access to water, sewerage or utility easements or to a dry fire hydrant easement dedicated or constructed by Appearer.

3.02 Plans and specifications for each original construction of a Camp, together with plans and specifications involving any material alteration of a Camp’s exterior or involving a substantial addition to or alteration of a Camp shall be submitted to the Architectural Control Committee prior to the commencement of construction, and such Committee’s approval of the plans and specifications shall be obtained prior to the commencement of construction. The Architectural Control Committee shall either approve or disapprove (with written reasons) any properly submitted plans and specifications within twenty (20) days of submission. The Architectural Control Committee shall have all reasonable discretion in approving or disapproving plans and specifications except that the Committee shall be required to disapprove any proposed construction which may cause one or more of the following results, to-wit:

- (a) The plans and specifications fail to comply with these Restrictions;
- (b) The proposed construction results in incompatibility, upon practical or aesthetic grounds, with existing or planned structures or with the general plan of improvement and development of the Subdivision;
- (c) Failure of plans to take into proper consideration the purposes for which Acadiana Marina

Subdivision has been established; or

- (d) The proposed structure raises a logical inference that same will be used for purposes which are prohibited by these Restrictions.

3.03 Liability For Plans. Neither the Association, the Architectural Control Committee, Appearer, nor any employee or agency of such entities shall be responsible in any manner for any defect or failure of construction resulting from plans or specifications submitted and approved by the Committee or otherwise, nor for any structural or other defects in any work done pursuant to plans and specifications approved hereunder, it being specifically understood that the scope of the review of plans and specifications undertaken by the Architectural Control Committee shall be limited to appearance only and shall not include any responsibility for or authority to review such plans and specifications for structural soundness, compliance with building or zoning codes or standards, or architectural integrity. The submission of plans and specifications by an Owner to the Architectural Control Committee shall constitute an agreement to indemnify and hold the above-mentioned entities harmless from all demands, claims or causes of action arising from or in connection with such plans and specifications or construction undertaken thereunder.

3.04 Water Hook Up. It will be the responsibility of each Owner to hook up its Camp to the water lines installed on each Lot. The cost of the hook up shall be borne by the Owner. No water wells shall be allowed in the Subdivision. The water lines in the Subdivision shall be owned and maintained by the Pecan Island Water Works District, and once a Camp has been hooked up to the water system, the Owner shall be responsible for the fees associated with the delivery of water to their Camp.

3.05 Sewer System Hook Up. It will be the responsibility of each Owner to hook up its Camp to the Subdivision sewer system. The cost of the hook up shall be borne by the Owner, and the hook up shall be performed by American Waste Water or such other company as the Architectural Control Committee shall designate. Each Owner must purchase and install a 60Hz/50Hz submersible sewage grinder pump station and appurtenances in connection with the sewer hook up. Water and Wastewater Utilities, Inc. or its successors or assigns, is the owner of the Subdivision's sewer system, and each owner agrees to pay the fees charged by Water and Wastewater Utilities, Inc. or its successors or assigns, for the sewer service.

ARTICLE IV DEDICATION OF SERVITUDES

4.01 Servitudes for Utilities and Public Services. (a) Appearer further declares that it does by these presents establish rights of servitude and/or acknowledge the existence of such servitudes previously established, with such dimensions and in such places and locations as shown on the Subdivision Plat, which servitudes shall be for the use and benefit of the Owners of said Lots where the same are established for the purpose of placing and maintaining any and all utilities for the service of said Subdivision. Utility easements established herein shall be independent of, and in addition to, any front, side and rear setback requirements provided for herein. Provided, however, that notwithstanding anything to the contrary contained herein, in addition to the utility servitudes established by this act, there may be utility easements, servitudes and rights-of-way granted to utility companies under separate agreements and recorded in the official records of the Clerk of Court of Vermilion Parish, Louisiana, which may affect the Lots in the subdivision independently of this Act.

(b) The Association hereby grants to Vermilion Parish, Louisiana, or such other governmental authority or agency as shall from time to time have jurisdiction over the Subdivision with respect to law enforcement and fire protection, the perpetual, non-exclusive right and servitude upon, over and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Subdivision as shall be required or appropriate from time to time by such governmental authorities under applicable law.

4.02 Maintenance Servitude. There is hereby reserved for the benefit of the Association, and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Subdivision, provided that such servitudes shall not impose any duty or obligation upon the Association to perform any such actions.

ARTICLE V **DIVISION OF LOTS**

No Lots in the subdivision may be divided or partitioned in kind, other than pursuant to the following rules, to-wit:

- (a) With the consent of the Architectural Control Committee, a Lot may be divided so as to be added to the adjacent Lots, thereby subdividing three (3) lots into two (2) lots.
- (b) With the consent of the Architectural Control Committee, two or more lots can be combined into one (1) lot for purposes of constructing one (1) Camp thereon.
- (c) In the event multiple lots are combined as provided above, the remaining lot or lots shall have one (1) vote per Lot/Camp and shall be responsible for dues associated with one (1) Lot/Camp.

ARTICLE VI
ACADIANA MARINA CAMP OWNERS' ASSOCIATION, INC.

Contemporaneously with the execution hereof, Appearer has caused to be organized a non-profit corporation under Louisiana law named **ACADIANA MARINA CAMP OWNERS' ASSOCIATION, INC.** Each Owner of a Lot as defined above is automatically a member ("Member") of the Association during his period of ownership, subject to the following rules, to-wit:

6.01 Membership. Each Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. In the event that ownership of a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot, and further provided that a member casting a vote or holding an office with respect to his Lot shall not be entitled to cast an additional vote or to hold an additional office for the Lot upon which his Camp is located. Except as otherwise provided herein, the voting weight appurtenant to each Lot is equal and each Lot shall have one vote.

6.02 Multiple Owners. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more Persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. When more than one Person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one Person seeks to exercise it.

6.03 Ownership of More Than One Lot. In the event a Person owns more than one Lot, such Person shall have all the rights and obligations of an owner owning multiple Lots. Notwithstanding the foregoing, should a Person own multiple Lots and has constructed a single Camp on these Lots, then in that event, the multiple Lots shall be considered as one (1) Lot for purposes of voting and paying dues to the Association.

6.04 Voting Rights of Appearer. Notwithstanding anything contained herein to the contrary, it is understood and agreed that as long as Appearer owns a lot in the Subdivision, Appearer shall be considered a Class B member of the Association, and shall be entitled to twenty-five (25) votes for each Lot owned as adopted in the Articles of Incorporation of Acadiana Marina Camp Owners' Association, Inc. The voting provisions contained in this Paragraph 6.04 cannot be amended or changed without consent of 100% of the Owners, or unless Appearer waives its Class B voting rights.

6.05 The Association shall be governed by a Board of Directors composed of not less than two (2) and not more than nine (9) natural persons elected by the Owners; provided that the original Board shall consist of persons appointed by the Class B Member. The original Board shall serve as long as the Class B Membership exists, as provided above. The Class B Member may, in its discretion, elect to

relinquish control of the Board of Directors and convert its membership in the Association to Class A Membership yet retain control of the Architectural Control Committee mentioned in Paragraph 9.02 hereinbelow. The original Directors shall serve at the pleasure of the Class B Member and may be removed at any time by such Member. In the event one or more of the original Directors resigns or otherwise becomes unable to fulfill his duties, a replacement Director shall be appointed by the Class B Member.

6.06 Each issue for determination by the Association shall be decided by the Board of Directors or a committee or designee thereof in accordance with the Articles and By-laws of the Association. All actions of the Board of Directors shall be governed by majority vote, except where these Restrictions, the Articles or By-laws require a greater vote.

6.07 Each issue required by these Restrictions or by the Articles or By-laws of the Association to be determined by a certain number or percentage of the Owners or Members shall be decided at a duly constituted Members' meeting of the Association or any substitute therefor as may be provided in the Articles or By-laws.

6.08 The Board of Directors shall establish an Architectural Control Committee consisting of three (3) persons who shall serve at the pleasure of the Board of Directors; provided that the original Architectural Control Committee and, if necessary, their replacements, shall be appointed by the Class B Member and this original Committee shall serve until the exercise of an election by the Class B Member to relinquish control of the Architectural Control Committee and to allow the Board of Directors to appoint new committee members.

6.09 The Association shall be authorized, empowered and directed to perform all duties required or authorized under these Restrictions and to generally administer the Subdivision, to be responsible for the maintenance of the Common Area and, if necessary or appropriate, to make reasonable rules and regulations governing the use of the Subdivision.

6.10 The Association shall be empowered and directed to levy assessments for the Common Expenses and certain Special Assessments established in accordance with Article VIII hereinbelow.

ARTICLE VII

MAINTENANCE

7.01 Responsibilities of Owners. (a) Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot shall be the responsibility of the Owner of such Lot or Camp. As provided in Section 8.06 hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge.

(b) It is the responsibility of the Owners to keep the grass cut on their Lot to a height reasonably acceptable to a residential subdivision. Appearer or the Association shall have the right to notify in writing an Owner that the grass on his Lot is too high and that it must be cut within a reasonable period of time, not to be less than 48 hours after receipt of the written notice. Failure to comply may result in Appearer or the Association having the grass cut, and the Owner will be obligated to pay all of the costs incurred.

7.02 Responsibilities of Association. (a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include, but shall not be limited to, the maintenance, repair and replacement of all of the Common Area in the Subdivision. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of the assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

(b) The Association shall pay all property taxes assessed against the Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon.

ARTICLE VIII **ASSESSMENTS**

8.01 Association's Remedy Upon Owner's Default. In the event that the Association determines that: (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (ii) the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused by the willful or negligent act of an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then in either event, the Association, except in the event of an emergency situation, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement, and diligently proceed to complete the same in good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall become a lien against such Lot.

8.02 Purpose of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Subdivision, and maintaining the Subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.

8.03 Creation of Lien and Personal Obligation of Assessments. Except as provided in Paragraph 8.11 hereinafter provided, each Owner of a Lot by acceptance of title thereto whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a)

annual assessments to be established and collected as provided in Section 8.04 hereof; (b) special assessments to be established and collected as provided in Section 8.05 hereof; (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration. Any such assessments, together with late charges, simple interest at the rate of eight percent (8%) per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be a real obligation and lien upon the Lot, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot, and his successor-in-title shall take title to such Lot subject to the real obligation and lien, but without prejudice to the rights of such successor-in-title to recover from his predecessor in title any amounts paid by such successor-in-title therefor. In the event of co-ownership of any Lot, all of such co-owners shall be solidarily liable for the entire amount of such assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors.

8.04 Computation of Annual Assessments. The Association shall operate on a calendar year. It is hereby established that the Board of Directors shall establish when Association Dues shall commence and the amount of the annual dues. It will be the duty of the Board of Directors, at least 30 days prior to the Association's annual meeting, to prepare a budget covering the estimated common area expenses for the coming year and will recommend the amount of the annual dues for the upcoming year. It will require the affirmative vote of 66% of the voting power of Owners and Appearer to approve an increase or decrease in the annual dues. Should a vote to increase or decrease not be made or the appropriate percentage vote not be obtained, then the dues shall remain the same as the previous year. Should a Lot be sold to a purchaser during the fiscal year of the Association, then the buyer and seller of the Lot agree to pro-rate the Association dues for the current year.

8.05 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any calendar year, special assessments for Common Expenses, applicable to that year only, provided that any such assessment shall be approved by 66% of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 8.07 hereof. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be pro-rated among the Owners equally as provided with respect to annual assessments.

8.06 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against such Owners and their respective Lots. The individual assessments provided for in this Section shall be levied by the Board of Directors, and the amount and due date of such assessment so levied by the Board, shall be as specified by the Board.

8.07 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under this Declaration, shall be sent to all members not less than ten (10) days nor more than forty-five (45) days in advance of such meeting. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty percent (50%) of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.08 Liens. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be a real obligation and lien on such Lot in favor of the Association.

8.09 Effect of Nonpayment; Remedies of the Association. Any assessment of an Owner or any portions thereof, which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than fifteen (15) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of eight percent (8%) per annum. A real obligation and lien as herein provided for such assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full and the Board may, through its authorized representative, file in the mortgage records of Vermilion Parish, Louisiana, a Notice of Lien or other document memorializing the lien provided for herein and which shall put third parties on notice thereof. The real obligation and lien of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of eight percent (8%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The real obligation and lien provided for in this Article shall be in favor of the Association, and by acceptance of title to a Lot, each Owner vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. No Owner may waive or otherwise escape liability for the assessment provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner shall remain personally liable for assessments, interest, attorney fees, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot.

8.10 Certificate. Any officer of the Association shall, within fifteen (15) days of written request and upon payment of such fees and assessments as are from time to time assessed by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by such officer setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.

8.11 Nonpayment of Dues By Appearer. Notwithstanding the provisions of this Article, Appearer shall not be obligated to pay dues to the Association for Lots owned by Appearer unless Appearer or the principals of Appearer constructs a Camp located on one of the Lots owned by Appearer. The dues associated with any Lot sold by Appearer to a third party shall be prorated, with the third party purchaser paying his prorata share at the closing of the Lot. This covenant may not be amended or deleted without the consent of 100% of the Owners.

ARTICLE IX
ARCHITECTURAL STANDARDS

9.01 Purpose. In order to preserve the natural setting and beauty of the Subdivision, to establish and preserve a harmonious and aesthetically pleasing design for the Subdivision, and to protect and promote the value of the Property, the Lots, and all improvements located therein or thereon, the Property shall be subject to the restrictions set forth in this Declaration. Every Owner by acceptance of title to his Lot agrees to be bound by the provisions of this Article.

9.02 Architectural Control Committee. (a) Notwithstanding the provisions of (b) below, John Fell, Art Courville and Mary Courville shall be the Architectural Control Committee until camps are built on all the Lots in the Subdivision or until they both voluntarily resign. This covenant cannot be changed without the consent of 100% of the Owners.

(b) Once the provisions of subsection (a) above expire or terminate, The Board of Directors shall establish the Architectural Control Committee, which shall consist of three (3) members, all of whom shall be Owners and who may or may not be members of the Board of Directors. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed, with or without cause, by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Control Committee shall elect a chairman and he, or in his absence, the vice-chairman, shall be the presiding officer at its meetings. The Architectural Control Committee shall meet on an as needed basis and all meetings shall be held at such places as may be designated by the chairman. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee shall constitute the action of the Architectural Control Committee on any matter before it. Each member of the Architectural Control Committee shall serve without compensation unless compensation is approved by seventy five percent (75%) of the Owners at a duly called and noticed meeting.

9.03 Permitted Improvements; Submittals. (a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except (i) such improvements as are approved by the Architectural Control Committee as provided herein; or (ii) such improvements which, pursuant to rules promulgated by the Architectural Control Committee, do not require the consent of the Architectural Control Committee.

(b) The Architectural Control Committee is hereby authorized to promulgate from time to time written requirements governing the contents of submissions of plans and specifications and other information including, but not limited to, nature, color, type, shape, height, materials and location of the proposed improvements to evidence compliance with and obtain approval of proposed improvements ("Required Submittals"). The Architectural Control Committee may also promulgate rules providing for the types of improvements which may be made without Architectural Control Committee approval.

9.04 Construction and Improvements. (a) All buildings, structures, or other improvements (excepting sidewalks and driveways) on or with respect to any Lot shall be located only within the set back requirements specified herein, provided that the Architectural Control Committee shall be empowered to grant variances with respect to such set back requirements.

(b) No construction of improvements on any Lots shall be undertaken or conducted before 7:00 o'clock a.m. or after 7:00 o'clock p.m. Monday through Sunday, except for (i) emergency situations involving the potential loss, injury, or damage to person or property; and (ii) as otherwise permitted by the Architectural Control Committee.

(c) Dumpsters must be provided for trash and debris and port-a-lets for construction workers.

(d) The exterior of any improvement permitted by this Declaration shall be completed within one (1) year after the construction of same shall have been commenced.

9.05 Architectural Approval. (a) To preserve the architectural and aesthetic appearance of the Subdivision, the Architectural Control Committee shall review and approve all Camp building plans, landscaping plans, as well as the location of the placement of each Camp site on a Lot.

(b) The Architectural Control Committee shall have the discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In the event the Architectural Control Committee disapproves of plans, in whole or in part, such disapproval shall be accompanied by a written statement of the reason or reasons for such disapproval and the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted. In the event that any plans and specifications have been disapproved, and the Owner proceeds with construction prior to obtaining the approval of the Architectural Control Committee, then in that event, the Architectural Control Committee shall have the right and authority to enforce these provisions hereof, as provided hereinbelow.

(c) Following approval of any plans and specifications, representatives of the Architectural Control Committee shall have the right during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the approved plans and specifications are being complied with. In the event that the Architectural Control Committee shall determine that such approved plans and specifications are not being complied with, the Architectural Control Committee shall have the right and authority to enforce these provisions hereof, as provided hereinbelow.

(d) In the event the Architectural Control Committee fails to (i) approve, (ii) approve as noted, or (iii) disapprove in writing any proposed plans and specifications within twenty (20) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Subdivision as set forth in this Declaration.

(e) Upon approval of plans and specifications, no further approval under this Article 9.05 shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, installation of pilings, etc.) or unless such plans and specifications are materially altered or changed.

(f) Refusal of approval of plans and specifications may be based by the Architectural Control Committee for any reason which is consistent with the object and purposes of this Declaration. However, notwithstanding the foregoing, any ruling by the Architectural Control Committee can be overridden by the vote of seventy-five (75%) percent of the Owners.

(g) The Architectural Control Committee shall have the full right and authority in its own right and on behalf of the Association and acting independently of the Board of Directors (who shall bear all expenses), to enforce the provisions hereof, including, if necessary, the right to file suit on behalf of the Association to enjoin any non-approved construction, to secure the alteration of such construction in order to comply with such plans as may be approved by the Committee, or, if necessary, to cause the demolition

and removal of any non—approved construction. All costs incurred by the Association in enforcing these provisions, including those incurred in removing construction and any other out of pocket expenses, including attorney’s fees and court costs shall be assessed as a special Assessment against the offending Owner and his Lot.

9.06 Approval Not a Guarantee. No approval of plans and specifications shall be construed as representing or implying that such plans and specifications will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Camp or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Association, the Architectural Control Committee and/or any Owner shall be responsible or liable for (i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, (ii) any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, (iii) any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor (iv) any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE X **RESTRICTIVE COVENANTS**

10.01 Height Restriction. Due to the new Base Flood Elevation, the finished flooring for all Camps constructed in the Subdivision must be constructed at least VE 13.5 and no higher than VE 14. The overall height of the Camp from the finished floor to the top of the roof cannot exceed eighteen (18) feet. Notwithstanding the foregoing, the Architectural Control Committee shall have the authority to amend these height restrictions, but cannot reduce the height of the finished flooring below that required by FEMA or other applicable government authority. Notwithstanding the foregoing, Lots 16 through 23 will be allowed to have two story Camps with height restrictions to be determined by the Architectural Control Committee.

10.02 Use. The Owners or their lessees, invitees, or guests shall use all Camps exclusively for recreational and residential purposes.

10.03 Animals. No horses, cattle, sheep, goats, fowl, poultry, or other farm animal, shall be kept, raised or permitted on any Lot. Cats, dogs or other household pets may be kept in reasonable numbers on a Lot or in a Camp, provided that no such pet becomes a nuisance or is allowed to freely roam on the Common Area or the Lots of other Owners.

10.04 Signs. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Architectural Control Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed by camp Owners.

10.05 Accumulation of Refuse. No lumber, metals, bulk materials, (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any parcel, except building materials during the course of construction of any approved structure. If during construction, trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the parcel so as to provide access to persons making such pick-up.

10.06 Disposal of Garbage and Trash. The Association shall adopt rules and regulations for

the disposal of garbage and trash. These rules and regulations may include rules related to the size, shape, color, and type of containers permitted and the manner of storage of the same on a Lot. In the event an Owner violates the rules adopted by the Association, the Association is authorized to take any action it deems necessary to prevent or stop the violation, and to charge the cost or expense of such action as a special assessment against the non-complying Owner or Owners.

10.07 Maintenance of Lots. Each Lot shall be kept neat and orderly and the grass cut to a height of no more than six (6) inches. Failure of an Owner to comply with this covenant after written notice from the Association will give the Association the right to have the Lot mowed and the cost of same charged to the non-conforming Owner as a special assessment along with any fines associated with such failure to comply with this covenant.

10.08 Outside Burning. Outside or open burning of trash, refuse, firewood, or any other material upon any Lot is prohibited.

10.09 Nuisance. No obnoxious, offensive or illegal activities shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. Further, no Owner shall permit any activity upon his Lot or Camp which would tend to increase the rate of insurance applicable to the Subdivision or result in the cancellation of insurance carried by the Association or by other Owners.

10.10 Mobile Homes and Recreational Vehicles. No mobile home/manufactured home shall be used as the campsite on any Lot. No recreational vehicle or travel trailer shall be rendered incapable of moving or otherwise permanently attached to a Lot or utilized as a residence thereon. Notwithstanding the foregoing, the Architectural Control Committee shall have the authority to allow a manufactured home to be placed on a Lot as the Camp if it deems such manufactured home to be appropriate for the Subdivision.

10.11 Above-Ground Fuel Storage. There shall be no onsite storage of diesel or gasoline for the purposes of supplying boats or other vehicles in a fuel storage tank or tanks with the total capacity of more than twenty-five (25) gallons.

10.12 Square Footage. All Camps located in the Subdivision shall contain a living area of not less than 1,000 square feet. Two story Camps that may be constructed on Lots 16-23 shall contain a living area of not less than 1600 feet.

10.13 Setback Requirements. Except as hereinafter provided, the front pilings as well as the above ground Camp, including any decking, walkways or patios, for lots 4 thru 23 shall be located no closer than fifteen (15) feet from the front property line, five (5) feet from the side property lines, and ten (10) feet from the rear property line. For Lots 1A, 1B, 1C, 1D, 1, 2, 3, 24, 25, 26, 27, 28 the front pilings as well as the above ground Camp, including any decking, walkways or patios, shall be located no closer than ten (10) feet from the front property line, five (5) feet from the side property lines, and zero (0) feet from the rear property line. For Lots 29, 30, 31, 32, 33, 34 and 35 the front pilings as well as the above ground Camp, including any decking, walkways or patios shall be located no closer than ten (10) feet from the front property line and five (5) feet from the side property lines, and five (5) feet from the rear property line. Additional setback requirements may be established or setback variances granted by the Architectural Control Committee on an individual Lot or Camp basis.

10.14 Removal of Lots 1,2 and 3 From Covenants. Notwithstanding anything provided herein, as long as a Camp is not constructed on Lots 1, 2 or 3, the terms, conditions, and covenants contained in the Act shall not apply to Lots 1, 2 and 3 of the Subdivision as shown on the Subdivision Plat. It is anticipated that the Owner of Lots 1, 2 and 3 shall construct a new commercial building for the marina business to be operated there in conjunction with the boat ramp and boat slips.

ARTICLE XI **GENERAL PROVISIONS**

11.01 Amendment. Unless otherwise provided herein, any change or amendment to the covenants or terms of this Declaration shall be made only upon the affirmative vote, in writing, of sixty-six percent (66%) of the Owners. Such vote may be taken only at a meeting of the Owners called for that purpose, notice of which having been given no less than fourteen (14) days prior to the scheduled meeting date and no more than forty-five (45) days prior to the scheduled meeting date.

11.02 Severability. Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

11.03 Enforcement of Restrictions. (a) Should any person or persons violate or attempt to violate any of the covenants herein, it shall be lawful for any persons or persons owning any real property in the Development to prosecute in law and in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing and to recover damages or other dues for such violation including reasonable attorney's fees, costs, and expenses in the prosecution of said cause.

(b) Notwithstanding the foregoing, in the event an Owner, or an Owner's lessees, heirs, successors, invitees or guests violate or attempt to violate any of the covenants herein, the Association shall have the right to render one or more fines against such Lot Owner. Such fines can be a one-time fine or can be a fine established on a per-day basis. A one-time fine cannot exceed \$500.00 and a per-day fine cannot exceed \$20.00 per day.

11.04 Duration. The provisions of this Declaration shall run with the title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration. Upon the expiration of such twenty (20) year period, the Declaration shall be automatically renewed for successive ten (10) year periods. However, there will be no renewal or extension of this Declaration, if, during the last year of the initial twenty (20) year period or the last year of any ten (10) year renewal period, sixty-six (66%) percent of the total votes of the Association are cast in favor of terminating this Declaration at the end of the then current term.

11.05 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Appraiser or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its being filed into the Records of the Clerk of Court for Vermilion Parish, Louisiana. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise

modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.

11.06 Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

THUS DONE AND PASSED in the Parish of Lafayette, Louisiana, on the ____ day of _____, 2011, in the presence of the undersigned competent witnesses, who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

ACADIANA MARINA, L.L.C.

Print Name: _____

By: _____
MARY L. COURVILLE, Member

Print Name: _____

NOTARY PUBLIC
RANDALL E. OLSON #42266

THUS DONE AND PASSED in the Parish of _____, Louisiana, on the ____ day of _____, 2011, in the presence of the undersigned competent witnesses, who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

SEA TROUT DEVELOPERS, L.L.C..

Print Name: _____

By: _____
JOHN E. FELL, III, Member

Print Name: _____

NOTARY PUBLIC
Print Name: _____
Notary I.D. No.: _____