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OAK HILLS EAST LAKE RESTRICTIONS

ORIG 123 ENCL 10328

This agreement entered into by and between the following:

**HILLS DEVELOPMENT, INC.**, a Louisiana corporation domiciled in East Baton Rouge Parish, represented hereby by C. Russell Kleinpeter, Jr., its President, duly authorized, whose mailing address is 12201 Highland Road, Baton Rouge, Louisiana 70810;

**C. RUSSELL KLEINPETER, JR.**, and **MARIE JOLISSAINT KLEINPETER**, married to and living with each other, both residents of the lawful age of the Parish of East Baton Rouge, State of Louisiana, whose mailing address is 12201 Highland Road, Baton Rouge, Louisiana 70810, hereinafter referred to as "KLEINPETER";

**NEWTON BUCKNER THOMAS** and **ELIZABETH REICH THOMAS**, married to and living with each other, both residents of the lawful age of the Parish of East Baton Rouge, State of Louisiana, whose mailing address is 12860 Springview Avenue, Baton Rouge, Louisiana 70810, hereinafter referred to as "THOMAS";

**DANNY A. DANIEL** and **MARY I. CAHILL DANIEL**, married to and living with each other, both residents of the lawful age of the Parish of East Baton Rouge, State of Louisiana, whose mailing address is 12345 Highland Road, Baton Rouge, Louisiana 70810, hereinafter referred to as "DANIEL";

who did depose and say that they are the owners of the following described property:

(1) **HILLS DEVELOPMENT, INC.:**

Fifteen (15) certain lots or parcels of land, together with all the buildings and improvements thereon, in that subdivision in the Parish of East Baton Rouge, State of Louisiana, known as **OAK HILLS PARK SUBDIVISION, 9TH FILING**, and being more particularly described on the final plat of said subdivision on file and of record in the official records of East Baton Rouge Parish, Louisiana, as **LOTS 253, 254, 255, 256, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, AND 281**, said **OAK HILLS PARK SUBDIVISION, 9TH FILING**, said lots having such measurements and dimensions as shown on said recorded final plat.

(2) **KLEINPETER:**

(a) A certain tract or parcel of ground, together with all buildings and improvements thereon, located in Section 37, Township 8 South, Range 1 East,

Greensburg Land District of Louisiana, in the Parish of East Baton Rouge, containing ten (10) acres, and being more particularly described according to a map showing survey of a 10.00 acre tract located in Section 37, Township 8 South, Range 1 East, Greensburg District, Louisiana, for C. R. Kleinpeter, Jr., made by R. L. Breaux, Surveyor, dated Baton Rouge, Louisiana, June 6, 1961, a copy of which is attached to an Act of Cash Sale dated June 23, 1961, recorded as Original 93, Bundle 4917, official records of East Baton Rouge Parish, Louisiana, as follows:

Commence at the point of juncture of the westerly property line of C. S. Pruyn with the northerly line of Highland Road, thence North  $60^{\circ}50'15''$  West along the northerly side of Highland Road a distance of two hundred fifty-six and  $15/100$  (256.15) feet, thence North  $55^{\circ}22'06''$  West along the northerly side of Highland Road a distance of four hundred thirty-three and  $07/100$  (433.07) feet to the POINT OF BEGINNING, thence continue North  $55^{\circ}22'06''$  West along the northerly side of Highland Road a distance of two hundred seventy-two and  $61/100$  (272.61) feet, thence North  $48^{\circ}11'30''$  West along the northerly side of Highland Road a distance of one hundred sixty-three and  $28/100$  (163.28) feet to the easterly line of Oak Hills Place Subdivision and corner, thence North  $30^{\circ}29'15''$  East seven hundred twenty-one and  $64/100$  (721.64) feet to a point and corner, thence South  $59^{\circ}30'45''$  East a distance of six hundred sixty (660) feet to a point and corner, thence South  $30^{\circ}29'15''$  West four hundred eighty-two and  $08/100$  (482.08) feet to a point and corner, thence North  $59^{\circ}30'45''$  West a distance of two hundred twenty-eight (228) feet to a point and corner, thence south  $30^{\circ}29'15''$  West a distance of two hundred ninety-one and  $32/100$  (291.32) feet to the northerly side of Highland Road and the point of beginning, all as shown on said map.

- (b) One (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, and all servitudes thereunto appertaining, situated in Section 37, T-8-S, R-1-E, Parish of East Baton Rouge, State of Louisiana, designated on a map entitled "Map Showing the Resubdivision of Tract 'W-Y-1' & Tract 'W-Y-3' of the Russell Kleinpeter et al Property into Tract 'W-Y-1-A' & Tract 'W-Y-3-A' Located in Section 37, T-8-S, R-1-E, Greensburg Land District of La., East Baton Rouge Parish, Louisiana," made by Norris J. Decoteau, Land Surveyor, dated July 20, 1988, as revised January 12, 1989. "To Show Resubdivision of Tract W-Y-1-A into Tract W-Y-1-A-1 & Tract W-Y-1-A-2 & Tract W-Y-1-A-3," recorded as Original 988 of Bundle 10054, as **TRACT W-Y-1-A-3**; said Tract W-Y-1-A-3 having such measurements and dimensions as are shown on said map and being bounded on its northerly side by Tract W-Y-1-A-2, on its easterly side by Tract "T" and Tract "Z-1", and on its southerly side by Tract "Y" and on its westerly side by Tract W-Y-1-A-1, as shown on

said map above referred to and more particularly described therein.

- (c) One (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, and all servitudes thereunto appertaining, situated in Section 37, T-8-S, R-1-E, Parish of East Baton Rouge, State of Louisiana, designated on a map entitled "Map Showing the Resubdivision of Lot AA-1B-1 & The 10 Acre C. R. Kleinpeter Tract Into Lot AA-1B-1-A & Tract CRK All Tracts Being Located in Section 37, Township 8 South, Range 1 East, East Baton Rouge Parish, La., for Hills Development Company," made by Carl A. Jeansonne, Jr., Professional Land Surveyor, dated October 31, 1991, as revised November 5, 1991, "Revised 11-5-91 to Subdivide Lot AA-1B-1-A Into Lots AA-1B-1-A-1 & AA-1B-1-A-2", recorded in the official records of East Baton Rouge Parish, Louisiana, as LOT AA-1B-1-A-1; said Tract AA-1B-1-A-1 having such measurements and dimensions as are shown on said map.

(3) **THOMAS:**

A certain lot or parcel of ground, situated in Section 37, T-8-S, R-1-E, East Baton Rouge Parish, Louisiana, being more particularly described on a map of survey by Norris J. Decoteau, R.L.S., dated February 19, 1990, entitled "Map Showing the Resubdivision of Tract 'W-Y-1-A-2-A' & Tract 'T' of the Russell Kleinpeter et al Property into Tract 'W-Y-1-A-2-A-1' [and] Tract 'T-1' Located in Section 37, T-8-S, R-1-E, Greensburg Land District of La., East Baton Rouge Parish, Louisiana," which map is recorded as Original 253 of Bundle 10139 of the records of East Baton Rouge Parish, Louisiana, as TRACT "T-1"; said Tract "T-1" having such measurements and dimensions as shown on said recorded plat.

(4) **DANIEL:**

- (a) One (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, and all servitudes thereunto appertaining, situated in Section 37, T-8-S, R-1-E, Parish of East Baton Rouge, State of Louisiana, containing 2.13 acres, designated on a map entitled "Map Showing the Resubdivision of Tract 'W-Y-1' & Tract 'W-Y-3' of the Russell Kleinpeter et al Property into Tract 'W-Y-1-A' & Tract 'W-Y-3-A' Located in Section 37, T-8-S, R-1-E, Greensburg Land District of La., East Baton Rouge Parish, Louisiana," made by Norris J. Decoteau, Land Surveyor, dated July 20, 1988, as revised January 12, 1989, "To Show Resubdivision of Tract W-Y-1-A into Tract W-Y-1-A-1 & Tract W-Y-1-A-2 & Tract W-Y-1-A-3," recorded as Original 988 of Bundle 10054, as TRACT W-Y-1-A-1; said Tract W-Y-1-A-1 having such measurements

and dimensions as are shown on said map and being bounded on its northerly side by Tract W-Y-1-A-2, on its easterly side by Tract W-Y-1-A-3, on its southerly side by Tract "V", and on its westerly side by property of Russell Kleinpeter; subject to a Private Servitude of Passage across the southerly 30 feet thereof in favor of Tract W-Y-1-A-3, as shown on said map above referred to.

(b) Option to acquire form Kleinpeter Tract W-Y-1-A-3 more specifically described herein above.

1. There is hereby created a private predial servitude of use and passage over the "Existing Lake" as shown on the final plat of Oak Hills Park Subdivision, 9th Filing, in favor of lots, tracts and parcels described hereinabove.

2. Membership in Oak Hills East Lake Association, Inc. (hereinafter referred to as "Association") is compulsory for all parties hereto, their transferees and assigns. In the event property adjoining the lake owned by appearers is subdivided, then the assignee of that tract must become a member of the Association.

3. The purpose of the Association is the preserve, maintain and regulate use of the "Existing Lake" shown on the official plat of Oak Hills Park Subdivision, 9th Filing, hereinafter referred to as the "Lake", as well as that portion of the Existing Lake not specifically shown on the plat.

4. KLEINPETER, THOMAS, DANIEL, or their assigns each shall be entitled to one (1) vote. Hills Development, Inc. shall be entitled to one (1) vote. The owners of each lot described above in Oak Hills Park, 9th Filing, shall be entitled to one vote for each lot owned. In the event any tract affected by these restrictions is subdivided, then the subsequent owner(s) of each subdivided tract will be entitled to one vote.

5. Interest in a lot as security for performance of an obligation shall not entitle the person or entity holding such interest to membership. A mortgage holder who subsequently

becomes an owner of a lot by mortgage foreclosure or conveyance in lieu of foreclosure shall not be a member as long as such improved lot is unoccupied. No member shall be entitled to vote who is delinquent in his financial obligations to the Association at the time the vote is called for.

6. The affairs of the Association shall be managed by a board of not less than three (3) nor more than six (6) members. The original directors shall be those shown in the Articles of Incorporation, who shall hold office until the election of their successors at an annual meeting to be held on the third Monday of January of each year, commencing in the year 1993. The Board of Directors and/or Hills Development, Inc. (only until such time as Hills Development, Inc. has sold seventy-five (75%) percent of the lake lots owned by it) shall at all times have the authority to make improvements in or deepen the lake, to draw down the lake and do whatever is necessary, in its or their sole judgment, to keep the lake in good repair and order, both physically and aesthetically.

7. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or member for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the assessments which shall be kept in the office of the association and shall be open to inspection to any member. Written notice of the assessment shall thereupon be sent to every member subject thereto. The Association shall upon demand any time furnish to any member liable for said assessment a certificate in writing signed by an officer of the corporation, setting forth whether said assessment has been paid. Such certification shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. The Association shall have authority to levy and collect from each member an annual assessment. Such assessment shall be determined by a majority vote of the members of the Association, except that such assessments or levies shall not exceed an amount approved by a majority of the lake association members. After 10 of the 15 lots described herein which are presently owned by Hills Development, Inc., in Oak Hills Park, 9th Filing, have been sold and the owners thereof have become members of the Association, special assessments for capital improvements, maintenance, and repair to the Lake and dam, in addition to the annual assessments, may be levied in any assessment year, effective for that year only, for the purpose of deferring in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement, provided that such assessment shall have the consent of a majority of the voting power of the Association, who are voting in person or by proxy at a meeting duly called for that purpose after written notice sent to all members at least thirty (30) days in advance with the purpose of the meeting set forth in the notice. All annual and special assessments shall be levied equally per member per lot. DANIEL and KLEINPETER have one vote and one assessment although they may own more than one lot or parcel.

9. By act of taking title to any lot backing up to the lake, such person or entity taking title shall be deemed to covenant and agree to pay to the Association, such annual and/or special assessments or charges as are permitted herein whether such person or entity obtained the title to such lot or lots or became a member. Furthermore, each member and spouse shall be deemed to have automatically waived the homestead exemption from seizure provided by Louisiana law insofar as levies and assessments permitted by these covenants are concerned. In

addition, such annual and special assessments or levies which may be made pursuant to these covenants shall constitute a charge and continuing lien and mortgage on each lot to the extent now or hereafter permitted by law in the amount of such assessments or levies pertaining to such lot including interest thereon at the legal rate and the cost of collection not to exceed twenty-five percent (25%) as attorney's fees. Each assessment or levy made against any lot pursuant to these covenants shall also be the personal obligation of any member or any person or entity who was the owner of such lot at the time the assessment fell due.

10. The assessments levied by the Association shall be used for the purpose of maintenance, repair and improvement of the lake, dam, dam control structure, and outflow structure; and also for the purpose of promoting the recreation, health, safety and welfare of the membership in their use of the Lake.

11. The annual assessments provided herein shall commence on the date fixed by the Board of Directors of the Association. The first annual assessment shall be made for the balance of the calendar year, and shall become due and payable on the date fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March each year. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

12. The quorum required for any action authorized by the Association shall be as follows: At the first meeting the presence at the meeting of members, or of proxies, entitled to cast sixty (60%) percent of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, subsequent meetings may be called, subject to any notice requirements set forth herein. The required quorum for any such subsequent meeting shall be one-half (1/2) of the

required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

13. The lien, privilege, charge and mortgage resulting from the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure and to assessments which become due on a lot during the period of ownership by a prior mortgage holder as long as such lot remains unoccupied. Such sale or transfer shall not relieve such property from liability from any assessments thereafter becoming due, nor from the lien or any such subsequent assessments.

14. And now into these presents comes and appears **CRK FARMS PARTNERSHIP**, represented herein by C. Russell Kleinpeter, Jr. For and in consideration of the mutual covenants and restrictions as contained herein, appearers, **CRK FARMS PARTNERSHIP** and **KLEINPETER**, do hereby sell, transfer and assign to the Association ownership of the ~~dam~~ more particularly described on "Map Showing Resubdivision of Lot AA-1B-1 & The 10 Acre C. R. Kleinpeter Tract into Lot AA-1B-1-A & Tract CRK All Tracts Being Located in Section 37, Township 8 South, Range 1 East, East Baton Rouge Parish, La., for Hills Development Company," made by Carl A. Jeansonne, Jr., Professional Land Surveyor, dated October 31, 1991, as revised November 5, 1991, on file and of record in the official records of East Baton Rouge Parish, described thereon as an "EXIST. 40' PRIV. SERV. FOR ACCESS & UTIL. SERV.", and a predial, private servitude of access and passage over and through the property owned by

KLEINPETER to the dam only for the purpose of maintenance, repair and improvement, provided that the Association shall have access only for the purpose of maintenance, repair and improvement and no other right of use.

And now into these presents comes and appears said OAK HILLS EAST LAKE ASSOCIATION, INC., represented herein by C. Russell Kleinpeter, Jr., to acknowledge receipt. Appearer, OAK HILLS EAST LAKE ASSOCIATION, INC., recognizes and hereby agrees to assume the burden imposed upon CRK FARMS PARTNERSHIP in that certain "Agreement" between CRK FARMS PARTNERSHIP and THOMAS dated March 23, 1990, recorded in the office of the Clerk of Court, East Baton Rouge Parish, as Original 323, Bundle 10140, including, but not by way of limitation, those obligations with respect to the dam, control structure and servitude of passage.

Appearer, THOMAS, appears herein to relieve KLEINPETER and CRK FARMS PARTNERSHIP of any and all liability and responsibility that may be due THOMAS by KLEINPETER or CRK FARMS PARTNERSHIP in connection with the hereinabove described "Agreement".

15. No internal combustion engine shall be used or run on any flotation devices within the servitude area.

16. Each lot owner may build a pier not to exceed twelve (12') feet in length into the lake. No structures of any other kind shall be erected within the servitude area except as are approved by a majority vote of the members of the Association. The owner of Lot 256 may continue to maintain, but not enlarge or extend, the existing pier which exceeds twelve (12') feet.

17. The Association has no right of use of private property, including shoreline and piers.

18. All members will be personally and legally responsible for their guests and their actions.

19. No boat or flotation device will be allowed on the lake

without the Association's approved decal affixed.

20. These restrictions may be amended but only by the affirmative vote of 16 members of the Association.

DONE AND SIGNED in Baton Rouge, Louisiana, this 4<sup>th</sup> day of August, 1992.

WITNESSES:

Cass K. Luce  
Wm Kiffin Luce

HILLS DEVELOPMENT, INC.

BY: C. Russell Kleinpeter  
C. RUSSELL KLEINPETER, JR.

C. Russell Kleinpeter  
C. RUSSELL KLEINPETER, JR.

Marie Jolissaint Kleinpeter  
MARIE JOLISSAINT KLEINPETER

OAK HILLS EAST LAKE ASSOCIATION, INC.

BY: C. Russell Kleinpeter  
C. RUSSELL KLEINPETER, JR.

CRK FARMS PARTNERSHIP

BY: C. Russell Kleinpeter  
C. RUSSELL KLEINPETER, JR.

DONE AND SIGNED in Baton Rouge, Louisiana, this 4<sup>th</sup> day of August, 1992.

WITNESSES:

R. J. Luce  
Fred C. Miller

Daniel A. Daniel  
DANIEL A. DANIEL

Mary I. Cahill Daniel  
MARY I. CAHILL DANIEL

DONE AND SIGNED in Baton Rouge, Louisiana, this 4<sup>th</sup> day of August, 1992.

WITNESSES:

Kathleen F. Maguire  
W. Halligan

Newton Buckner Thomas  
NEWTON BUCKNER THOMAS

Elizabeth Reich Thomas  
ELIZABETH REICH THOMAS

ACKNOWLEDGMENT

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 4<sup>th</sup> day of August, 1992,  
before me, the undersigned authority, duly commissioned,  
qualified and sworn within and for the State and Parish  
aforesaid, personally came and appeared C. RUSSELL KLEINPETER,  
JR., appearing herein in his capacity as the President of HILLS  
DEVELOPMENT, INC., to me personally known to be the  
identical person whose name is subscribed to the foregoing  
instrument as the said officer of the said corporation, and  
declared and acknowledged to me, Notary, in the presence of the  
undersigned competent witnesses, that he executed the same on  
behalf of the said corporation with full authority of its Board  
of Directors, and that the said instrument is the free act and  
deed of the said corporation and was executed for the uses,  
purposes and benefits therein expressed.

WITNESSES:

HILLS DEVELOPMENT, INC.

[Signature]  
Fred C. Miller

BY: [Signature]  
C. RUSSELL KLEINPETER, JR.

[Signature]  
NOTARY PUBLIC

CURTIS K. STANFORD, JR.  
NOTARY PUBLIC  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA  
MY COMMISSION IS FOR LIFE

ACKNOWLEDGMENT

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 4<sup>th</sup> day of August, 1992, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared C. RUSSELL KLEINPETER, JR., appearing herein in his capacity as the Director of OAK HILLS EAST LAKE ASSOCIATION, INC., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of the said corporation, and declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the same on behalf of the said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

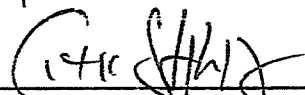
  
\_\_\_\_\_

Fred C. Miller

OAK HILLS EAST LAKE  
ASSOCIATION, INC.

BY:   
\_\_\_\_\_

C. RUSSELL KLEINPETER, JR.

  
\_\_\_\_\_

NOTARY PUBLIC

CURTIS K. STAFFORD, JR.  
NOTARY PUBLIC  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA  
MY COMMISSION IS FOR LIFE

ACKNOWLEDGMENT

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 4<sup>th</sup> day of August, 1992, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared C. RUSSELL KLEINPETER, JR., appearing herein in his capacity as the Managing Partner of CERK FARMS PARTNERSHIP, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said agent of the said partnership, and declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the same on behalf of the said partnership with full authority of its Partners, and that the said instrument is the free act and deed of the said partnership and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

CERK FARMS PARTNERSHIP

[Signature]

BY: [Signature]  
C. RUSSELL KLEINPETER, JR.

Fred C. Miller

[Signature]

NOTARY PUBLIC

CURTIS K. STAFFORD, JR.  
NOTARY PUBLIC  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA  
MY COMMISSION IS FOR LIFE

ACKNOWLEDGMENT

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 1<sup>st</sup> day of August, 1992, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared C. RUSSELL KLEINPETER, JR. and MARIE JOLISSAINT KLEINPETER, to me known to be the identical persons who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that they executed the above and foregoing instrument of their own free will, as their own act and deed, for the uses, purposes and benefits therein expressed.

WITNESSES:

Curtis Luce

C. Russell Klemp  
C. RUSSELL KLEINPETER, JR.

Wm Kiffin Luce

Marie Jolissaint Kleinpeter  
MARIE JOLISSAINT KLEINPETER

Curtis K. Stafford, Jr.

NOTARY PUBLIC

CURTIS K. STAFFORD, JR.  
NOTARY PUBLIC  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA  
MY COMMISSION IS FOR LIFE

ACKNOWLEDGMENT

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 4 day of August, 1992, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared DANNY A. DANIEL and MARY I. CABILL DANIEL, to me known to be the identical persons who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that they executed the above and foregoing instrument of their own free will, as their own act and deed, for the uses, purposes and benefits therein expressed.

WITNESSES:

[Signature]  
DANNY A. DANIEL

Fred C. Miller  
MARY I. CABILL DANIEL

[Signature]  
MARY I. CABILL DANIEL

[Signature]  
NOTARY PUBLIC