

Lafayette Parish Recording Page

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First VENDOR

1501 VEROT ROAD LLC

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1501 VEROT ROAD LLC

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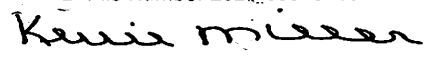
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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
VEROT BUSINESS PARK**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this 2nd day of June, 2021, 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:

1501 VEROT ROAD, L.L.C., a Louisiana limited liability company, represented herein by undersigned duly authorized Manager ("Declarant");

who did declare and acknowledge as follows:

WHEREAS, Declarant is the owner of that certain tract of land consisting seven (7) lots designated as Lots 1, 2,3,4,5,6 and 7 (the "Property") more fully shown and described on that certain plat of survey prepared by Paul L. Miers, Reg. L.S. No. 4813, dated November 11, 2020, entitled "Final Plat of Verot Business Park, a Commercial Development" (the "Survey"), recorded under File No. 2020- 0044695 of the records of Lafayette Parish, Louisiana;

WHEREAS, Declarant desires to develop the Property as a mixed use development to be known as "Verot Business Park"; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the Property, and to this end, desires to establish certain easements and subject the Property to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property and the subsequent owners thereof;

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the easements, covenants, restrictions, conditions and restrictions hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of the Property and shall be deemed to run with the land and shall be and binding on all parties having any right, title and interest in the Property or any part thereof, their respective successors and assigns, and any person acquiring, owning or leasing an interest in the Property and/or any improvements constructed thereon.

ARTICLE I

DEFINITIONS

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

- 1.01 **"Architectural Control Committee"** shall mean the committee created pursuant to Article VII hereof.
- 1.02 **"Assessments"** shall mean monetary amounts assessed by the Association, including both annual and special Assessments.
- 1.03 **"Association"** shall mean Verot Business Park Association, a Louisiana non-profit corporation, its successors or assigns.
- 1.04 **"Association Property"** shall mean: (a) the Detention Pond Lot, (b) all underground storm sewer drainage Improvements constructed by Declarant on or under Business Park Drive or the Lots for the transmission of surface water from the Lots to the Detention Pond Lot, (c) the street lighting system and related electrical Improvements installed by Declarant within Business Park Drive, and (d) all movable property now or hereafter owned by or leased to the Association for the use and benefit of the Lots.
- 1.05 **"Board"** shall mean the Board of Directors of the Association elected by the Members to serve as its governing body and assume its powers and duties.
- 1.06 **"Business Park Drive"** shall mean that certain private right of way and utility easement twenty-eight feet (28') in width located on the Property, designated as "Business Park Drive" and shown on the Survey, including the paving, curbing, street light system, entrances, signage and all other Improvements now or hereafter constructed thereon or thereunder.
- 1.07 **"Common Areas"** shall mean Business Park Drive, the Detention Pond Lot, any easements or servitudes granted by Declarant for the common use and enjoyment of the Owners shown on the Survey or by the Owners pursuant to the provisions hereinafter set forth.
- 1.08 **"Declarant"** shall mean 1501 Verot Road, L.L.C., a Louisiana limited liability company, its successors or assigns.
- 1.09 **"Declaration"** shall mean this instrument and any future amendments or supplements thereto.

- 1.10 **"Detention Pond Lot"** shall mean that certain lot within Verot Business Park designated as "Lot 4" on the Survey, including the storm water detention pond and all other Improvements thereon.
- 1.11 **"Improvements"** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, canopies, supports, patios, garages, loading docks, truck ramps, 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.
- 1.12 **"Lot or Lots"** shall mean, individually or collectively, Lot 1, Lot 2, Lot 3, Lot 5, Lot 6 and Lot 7 designated and shown on the Survey, including any Improvements thereon.
- 1.13 **"Member"** shall mean any person or entity who is a member of the Association pursuant to Section 8.04 hereof.
- 1.14 **"Owner or Owners"** shall mean, individually or collectively, the record owner(s) of the fee simple title to the Lots as shown by the official records of the Clerk of Court for the Parish of Lafayette, Louisiana.
- 1.15 **"Plans and Specifications"** shall mean any and all documents designed to guide or control the construction or erection of any Improvements.
- 1.16 **"Property"** shall mean the immovable property described in the first recital of this Declaration.
- 1.17 **"Survey"** shall mean the plat of survey described in the first recital of this Declaration.
- 1.18 **"Utility Lines"** shall mean those facilities and systems for the transmission of utility services, including electrical, gas, drainage and storage of surface water. **"Common Utility Lines"** shall mean those Utility Lines that are installed to provide the applicable service to the Lots. **"Separate Utility Lines"** shall mean those Utility Lines that are installed to provide the applicable service exclusively to a Lot. For the purposes of this Declaration, the portion of a Utility Line extending between a Common Utility Line and an Improvement located on a Lot shall be considered a Separate Utility Line. Utility Lines installed pursuant to this Declaration shall only provide service necessary for the development and/or operation of Lots within Verot Business Park.

ARTICLE II

PERMITTED USES; MAINTENANCE OF LOTS; INSURANCE

2.1 **Permitted Uses.** Verot Road Business Park is being developed as a planned business park. Business shall be performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to other Lots or Owners. The following uses shall be permitted within Verot Business Park:

- (a) Offices of an administrative, professional, or business nature;
- (b) Medical clinic and related offices;
- (c) Pharmacy;
- (d) Medial production, data processing, hosting and related services;
- (e) Cell cellular phone sales store;
- (f) Veterinary clinic, provided, no animals are boarded outdoors;
- (g) Building and landscaping materials supply store, provided, all materials are stored within enclosed structures;
- (h) Linen/uniform supply store;
- (i) Branch bank, and banking offices;
- (j) Uses primarily engaged in research activities, including, but not limited to, research laboratories, developmental laboratories and compatible light manufacturing;
- (k) Uses engaged in manufacturing (light), research, assembly, testing and repair of engine or other mechanical components, devices, equipment, systems, and parts within enclosed structures;
- (l) Uses engaged in manufacturing (light), research, assembly testing and repair of electronic or hydraulic components, devices, equipment, systems, and parts within enclosed structures;
- (m) Industries engaged in distribution and/or storage or warehousing of light machinery or equipment or non-hazardous materials within enclosed structures;
- (n) Transfer or repackaging of items of commerce;

- (o) Health/fitness club (permitted only on Lot 1 and Lot 7), provided, all activities and equipment are located within enclosed structures;
- (p) Restaurant (permitted only on Lot 1 and Lot 7), provided, the sale of alcoholic beverages therein comprises less than thirty-five percent (35%) of the restaurant's gross revenues; and
- (q) Any Owner shall have the right to lease its/his Lot, including all 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 this Declaration and that the lessee shall abide by the same. Any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease, enforceable by the Owner and the Association.

2.2 **General Maintenance of Lots.** Each Owner shall maintain its respective Lot (excluding the area thereof within Business Park Drive) and all Separate Utility lines and landscaped areas within such Lot in good condition and repair and shall bear the cost of said maintenance and repairs for as long as each Owner owns such Lot and shall maintain all parking lots, driveways (excluding the area thereof within Business Park Drive) and walkways on such Lot in good condition, including without limitation, (i) repaving such parking lots, driveways and/or walkways when such repaving is necessary to maintain such as a first class facility, (ii) keeping such parking lots, driveways and/or walkways in a condition necessary to comply with any governmental requirements, (iii) keeping such parking lots, driveways and/or walkways reasonably clean and unobstructed, striped and painted and (iv) keeping such parking lots, driveways and/or walkways smooth and reasonably free of potholes.

2.3 **Insurance.** The Owner of each Lot shall maintain or cause to be maintained in full force and effect, at its expense, an insurance policy of Commercial General Liability with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence covering such Owner's Lot, including the area thereof located within Business Park Drive. The Association shall maintain or cause to be maintained in full force and effect, at the Association's expense, an insurance policy of Commercial General Liability with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence covering the Common Areas.

ARTICLE III

RESTRICTIONS ON USE

3.1 **Restricted Uses.** The following uses shall not be permitted on any Lot within Verot Business Park:

- (a) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building in Verot Business Park;
- (b) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any Building);
- (c) Any central laundry, central dry cleaning plant, dry cleaner, or laundromat (except that a drop off/pick up only facility shall be allowed));
- (d) Any gasoline/diesel or service station or automobile, truck, trailer or recreational vehicles sales, leasing, display, body shop or repair operation;
- (e) Any convenience store;
- (f) Any living quarters, sleeping apartments or lodging room;
- (g) Any animal kennel, animal shelter or animal raising/breeding facility;
- (h) Any mortuary, funeral home or crematory;
- (i) Any adult book store, adult video store, adult movie theater or other establishment selling, renting or exhibiting pornographic materials or drug-related paraphernalia;
- (j) Any bar tavern or liquor store;
- (k) Except as provided in Section 2.1(p) above, any restaurant;
- (l) Any transit shelter or facility or operation providing social assistance, welfare and charitable services;
- (m) Except as provided in Section 2.1(o) above, any health/fitness club or recreational facility;
- (n) Any flea market, amusement or video arcade, pool or billiard hall, car wash, tattoo parlor or dance hall;
- (o) Schools of any nature, including, without limitation any cooking school or cooking classes, beauty school, barber college, reading room, place of instruction, or any other operation serving primarily students or trainees;
- (p) Any school, day care center or related educational facility;
- (q) Any facility for the sale, lease or rental of automobiles, trucks or motorcycles, recreational vehicles, boats or other vehicles;

- (r) Any facility for the sale, leasing, maintenance or repair of heavy commercial equipment or machinery;
- (s) Any massage parlor; and
- (t) Any casino or other gambling facility or operation, including but not limited to, off-track or sports betting parlors, table games such as blackjack or poker, slot machines, video gambling machines and similar devices, and bingo halls.

- 3.2 **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.
- 3.3 **Parking.** The parking area on each Lot shall contain sufficient ground level parking spaces in order to comply with any governmental requirements, or variances granted by governmental authorities. All Lots shall be "self-parked" and there shall be no cross parking in Verot Business Park and each Owner shall use commercially reasonable efforts to prevent the permittees of its Lot from parking on a Lot owned by another Owner in violation of this restriction. No vehicles shall be parked at any time in the areas of the Lots located within Business Park Drive.
- 3.4 **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.
- 3.5 **Garbage/Trash Containers.** No open garbage containers or piles of garbage shall be allowed to remain on any Lot. Garbage/trash receptacles and garbage/trash dumpsters must be screened from adjoining Lots and the public by fencing, landscaping or other screening devices that are acceptable to the Architectural Control Committee.
- 3.6 **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 approval of the Architectural Control Committee.
- 3.7 **Hazardous Materials.** No Owner shall use or permit the use of Hazardous Materials (as hereinafter defined) on, about, under or in its Lot or Improvements, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws (as hereinafter defined). Each Owner shall indemnify, defend, protect and hold harmless the other Owners from and against all claims, including, but not limited to, costs of investigation, litigation and remedial response arising out of any Hazardous Materials used or permitted to be used by such Owner, whether or not in the ordinary course of business. "Hazardous Materials" shall mean petroleum products, asbestos,

polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by any Environmental Law. "Environmental Laws" shall mean all laws which relate to or deal with human health or the environment, as they may be amended from time to time.

- 3.8 **Detention Pond Lot Restrictions.** The Detention Pond Lot, excluding the area thereof within Business Park Drive, shall be developed by Declarant to serve exclusively as a government required storm water detention area for the use and benefit of all property within Verot Business Park and shall not be used for any other purposes without the approval of the Association and such other use complies with all applicable governmental regulations, including, without limitation, regulations governing the drainage or the drainage or storage of surface water within Verot Business Park.

ARTICLE IV

ENFORCEMENT OF RESTRICTIONS

- 4.1 **Remedies.** Violation or breach of any easement, privilege, restriction or any other provision of the foregoing restrictions shall give to Declarant and every Owner in Verot Business Park the right, at any time after seven (7) days (except in an emergency situation) following written notice of such violation or breach, to prosecute a legal proceeding against the person or persons who have violated or attempted to violate any of the restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover for damages for said violation. Notwithstanding anything to the contrary herein, if abatement, removal or remediation cannot be reasonably accomplished within seven (7) days, an extension of time to remedy such violation shall be accorded the violating party so long as the violating party is diligently pursuing adequate remediation activities pursuant to a written plan acceptable to Declarant.
- 4.2 **Attorneys' Fees.** The losing party or parties shall pay the attorney's fees of the prevailing party or parties.

ARTICLE V

EASEMENTS

- 5.1 **Business Park Drive.** Each Owner hereby grants to the other Owners, for the benefit of each Lot, and for the use of its Owners and their respective permittees, perpetual, non-exclusive easements on, over and across that portion of Business Park Drive located on each Owner's Lot for ingress and egress by vehicular and pedestrian traffic to and from Verot School Road and Tolson Road, for the installation, maintenance, connection, repair, relocation and/or removal of

Utility Lines, and for the installation, maintenance and repair of all Improvements within Business Park Drive.

5.2 Utility Lines and Facilities.

- (a) Each Owner, as grantor, hereby grants to each other Owner, as grantee, for the benefit of each Lot belonging to the other Owners, a perpetual, non-exclusive easement under, through and across the Common Areas of the grantor's Lot(s) for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, removal and replacement of Utility Lines subject to the written approval of the Association as to the location of such Utility Lines, and otherwise consistent with plans and specifications approved by the Association. All such Utility Lines shall be installed and maintained below the ground level or surface of such easements, except that fire hydrants, ground mounted electrical transformers and such other facilities required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any Improvements located in Verot Business Park) and which have been approved by the Association shall be permitted.
- (b) At least twenty (20) days before any installation, maintenance, connection, repair, relocation or removal of Utility Lines located on another Owner's Lot pursuant to the easement granted herein (except in an emergency, the work may be initiated with reasonable notice), the grantee shall first provide the grantor with a written statement describing the need for such work, shall identify the proposed location of the Utility Line, the nature of the service to be provided and the anticipated commencement and completion dates for the work.
- (c) The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the Common Area or with the normal operation of any business in Verot Business Park. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Common Area resulting from such use, and within thirty (30) days after the date of completion of construction of the easement facilities, the grantee shall provide to the Owners of all Lots upon which such Utility Lines are located as-built plans for all such facilities and a copy of an as-built survey showing the location of such Utility Line.
- (d) At any time and from time to time, an Owner shall have the right to install, repair, maintain and/or relocate on its Lot any Utility Line installed (or to be installed) pursuant to the foregoing grant of easement which is then located (or to be located) on the Lot of such Owner, provided that:

- (e) once one or more businesses are open in Verot Business Park in the case of an installation or relocation, such installation or relocation shall be performed only after thirty (30) days' notice in writing of the Owner's intention to undertake the relocation shall have been given to the Owner of each Lot served by the Utility Line;
- (f) once one or more businesses are open in Verot Business Park, in the case of a repair and/or maintenance, such repair and/or maintenance shall be performed only after thirty (30) days' notice in writing of the Owner's intention to undertake repair and/or maintenance shall have been given to the Owner of each Lot served by the Utility Line, except in the case of an emergency (defined as any situation where there is an imminent threat of harm to persons or property), when such notice shall be given a reasonable period in advance of such emergency repair as is practicable;
- (g) any such repair, maintenance and/or relocation shall not unreasonably interfere with or diminish utility service to the Lots served by the Utility Line;
- (h) any such repair, maintenance and/or relocation shall not reduce or unreasonably impair the usefulness, capacity or function of the Utility Line;
- (i) any such repair, maintenance and/or relocation shall be performed without cost or expense to the Owner or occupant of any other Lot;
- (j) any such repair, maintenance and/or relocation shall provide for the original and relocated area (if applicable) to be restored using materials and design standards which equal or exceed those originally used;
- (k) any such repair, maintenance and/or relocation shall not interfere with the business operation of any of the Owners of Lots within Verot Business Park; and
- (l) if an electrical line/computer line is being relocated, the grantor and grantee shall coordinate such interruption to eliminate any detrimental effects.

ARTICLE VI

BUILDING DESIGN GUIDELINES

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

- (a) Building design guidelines are set forth to preserve the standards and ideas on which Verot Business Park was conceived. The architectural design principle is that every site with improvements must be in harmony with Verot Business Park and its natural

surroundings. Form and construction, colors, and materials must all present a minimum of contrast with the existing landscape.

- (b) No building, landscaping, alteration, fences, exterior signage 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 by the Architectural Control Committee. Any plans for alterations to the exterior of any Improvement or landscaping shall be approved by the Architectural Control Committee prior to commencement of the alteration.
- (c) The Architectural Control Committee shall provide a response to a request for approval within fourteen (14) days from receipt thereof. If no response to a request for approval is received within fourteen (14) days, the applicant shall have the right to assume that such plans have been approved and may proceed with the improvement. Should the plans be disapproved, the Owner may request a written statement explaining the grounds upon which such action was based.
- (d) For construction of buildings on Lots, plans must include a site plan showing all buildings with their location, dimensions, and front, side and rear set back dimensions.
- (e) 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, and Owner may request the Architectural Control Committee to extend the six (6) months' time limitation.
- (f) The role of the Architectural Control Committee is to attempt to see that no Improvements impair the aesthetic and monetary values of the properties within Verot Business Park. 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.
- (g) The Architectural Control Committee may grant variances from compliance with any of the architectural provisions of this 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. Such variances must be evidenced in writing from the Owner by request and subsequent answer by the Architectural Control

Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this 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 this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the variance.

- 6.02 **Site Improvements.** 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. In addition, the following criteria is established as basic design requirements for Improvements to Lots in Verot Business Park:
- 6.03 **Plot Plan.** The plot plan submitted to the Architectural Control Committee shall show the proposed location of all Improvements and all walkways, driveways, parking areas, sidewalks, required storm drainage detention, exterior walls, 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.
- 6.04 **Building Drawings.** Building drawings submitted for the Architectural Control Committee shall be dimensioned and drawn to scale at either 1/8" = 1'-0" or 1/4" = 1'-0" and include a complete floor plan and all exterior building elevations indicating all building openings and materials meeting the requirements set forth in this document.
- 6.05 **Landscaping Plan.** A landscaping plan shall be presented to the Architectural Control Committee for approval with construction review drawings. 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 plantings and other improvements provided for in such plan shall be installed, planted, or constructed within thirty (30) days of completion unless an extension is granted by the Architectural Control Committee. An attempt should be made to keep the site specific landscape layout to conform to the common landscape theme of Verot Business Park.
- 6.06 **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 within the 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 Business Park Drive and the Improvements on the Lot line. No Improvement 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. Any drainage retention as required by the Lafayette Department of Public Works shall also require approval by the Architectural Control Committee.

- 6.07 **Construction Trash and Debris Dumpsters.** During the phase of construction of an office, 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 thereof shall be paid by such Owner, enforceable as an Assessment.
- 6.08 **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 offices.
- 6.09 **Solar Devices.** Solar collectors may not be installed on the roof of an office without the express approval of the Architectural Control Committee, which may adopt such restrictions as it may find necessary to assure the acceptable appearance of solar devices.
- 6.10 **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 Business Park Drive.
- 6.11 **Regulatory Authorities.** All regulations and guidelines, which have been established by the Lafayette Consolidated Government and Lafayette Planning Commission and any other applicable regulatory authority, shall be maintained.

ARTICLE VII

ARCHITETURAL CONTROL COMMITTEE

- 7.01 **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 the Owner of any Lots within Verot Business Park, Declarant shall have the absolute right to appoint and remove all members of the Architectural Control Committee. Thereafter, the Board shall have the right by majority vote to appoint and remove all members of the Architectural Control Committee without Declarant's consent.
- 7.02 **Committee Duties and Authority.**
- (a) The Architectural Control Committee shall approve Plans and Specifications for Improvements in Verot Business Park.
 - (b) The Architectural Control Committee shall review and observe construction and other Improvements in Verot Business Park to determine general adherence to approved Plans and Specifications.
 - (c) The Architectural Control Committee shall strive to aesthetically control the spacing and orientation of 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 6.01(g) above.

7.03 Nonliability 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 Owners 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.

7.04 Number of Members. The Architectural Control Committee shall consist always of either the Declarant, or three (3) members until such time as the Declarant is no longer in control. 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.

7.05 Objective. The objective of the Architectural Control Committee, which governs new construction and Improvements in Verot Business Park, is to encourage the building of Improvements of good architectural design, quality, and size comparable with the area. Improvements 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, and the natural surroundings. The Architectural Control Committee may disapprove the design and construction of an Improvement purely on its exterior appearance when such disapproval is required to protect the other owners. 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 repetition of such matters will have an adverse effect.

7.06 Review of Proposed plans for Buildings or Other Improvements. Prior to the start of construction of any building or Improvements in Verot Business Park, Plans and Specifications shall be submitted to the Architectural Control Committee for review and approval in accordance with Article VI hereof. Construction 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 Verot Business Park 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.

7.07 **Rules Adoption.** The Architectural Control Committee may adopt such procedural and substantive rules not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties

7.08 **Work in Progress and Completed Work.** The Architectural Control Committee may review and observe work in progress and completed work and give notice of noncompliance as it deems necessary.

7.09 **Indemnity Relative 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 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

ARTICLE VIII

VEROT BUSINESS PARK ASSOCIATION

8.01 **Association Organization.** Verot Business Park 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, if any, and in this Declaration. Nothing in this Declaration 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 Verot Business Park 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 Verot Business Park subject to such Supplemental Declarations. The Declarant, at his sole discretion, may maintain complete control of the Verot Business Park Association until such time as has sold or otherwise conveyed all of the Lots, whereupon the Board shall maintain control of the Association in accordance with this Declaration.

8.02 **Board of Directors.**

- (a) **Number.** The affairs of the Association shall be managed by a Board of Directors having not less than the Declarant three (3) nor 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) **Offices.** The Board shall decide who amongst them will fill the offices of President, Vice President and Secretary Treasurer. Any Member of the Board, or the entire Board, may be removed from office with or without cause by majority vote of the members of the Association.
- (c) **Compensation.** No member of the Board, including the Declarant, shall receive compensation for his services as a member of the Board or the Architectural Control Committee.

8.03 **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 Common Areas, including without limitation all subsurface drainage system, lighting system, landscaping and other Improvements located thereon or thereunder, the main entrance features and all 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 which set dues, assessments and fees, prescribe the regulations governing the operation and use of Association Property;
- (f) Appoint and remove members of the Architectural Control Committee through the Board; and
- (g) Enforce the covenants, conditions, and restrictions set forth in this Declaration.

8.04 **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 a Member of 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.

8.05 **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.

8.06 **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 the Association Property;
- (b) Levy annual and special Assessments;
- (c) Maintain and repair the Common Areas and the Association Property;
- (d) Obtain and pay property taxes and assessments for the Association Property;
- (e) Construct new Improvements or additions to Business Park Drive or Association Property;
- (f) Enter into contracts on such terms and provisions as the Board may determine;
- (g) Obtain and hold any necessary permits or licenses;
- (h) Acquire, own and dispose of property, whether by grant, lease, gift, or otherwise;
- (i) Enter into any Lot, Common Area or Association Property for the purpose of enforcing by peaceful means this Declaration or to perform exterior repairs, maintenance or cleaning when and Owner fails to maintain its/ his Lot and Improvements in a manner satisfactory to the Association; and
- (j) Retain and pay for legal and accounting services necessary in the operation and management of the Association, the Common Areas and Association Property.

8.07 **Voting Rights.** So long as the Declarant owns any Lots within Verot Business Park, the Declarant shall have the exclusive right to vote on all matters governed by the Association, provided, at such time Declarant is not the Owner of any Lots within Verot Business Park, the Declarant's exclusive right to vote shall cease to exist and each Owner thereafter shall have the right as a member of the Association to vote for the election of members to the Board of the Association and for all other voting matters before the Association.

ARTICLE IX

ASSOCIATION PROPERTY

9.01 **Association Property and its Conveyance.** The Declarant will transfer and convey the Association Property to the Association after the completion of development or installation of the same by Declarant.

- 9.02 **Damages.** Each Owner shall be liable to the Association for any damage to Association Property or the Common Areas which may be sustained by reason of the negligent or intentional misconduct of such Owner or its lessees, guests, or invitees. The amount of such damages may be levied as an Assessment against such Owner's Lot and may be collected as provided for in this Declaration under Assessments.

ARTICLE X

ASSESSMENTS AND ASSOCIATION FUNDS

10.01 **Annual Assessment and Due Date.**

- (a) The Owners shall obligated to pay an amount fixed annually by the Board (the "annual Assessment") to pay the estimated expenses of operating, maintaining and repairing the Association Property and Common Areas. 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.
- (a) Commencing on the first anniversary of the date each Owner acquires its Lot, each such Owner shall be responsible for the payment of its Pro Rata Share of the annual Assessment . As used herein, each Owner's "Pro Rata Share" shall be as follows:
 - Lot 1:19%
 - Lot 2: 21%
 - Lot 3: 17%
 - Lot 5: 11%
 - Lot 6: 13%
 - Lot 7: 19%
- (b) The Association, as owner of the Detention Pond Lot, shall be assessed 11% of each annual Assessment as its Pro Rata Share, which Pro Rata Share shall be included in the Annual Assessment paid by the Owners in accordance with Section 10(a) above.
- (c) 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.
- (d) 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 properly 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.

- (e) 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 repair and replacement reserves. Then, the Board shall levy the annual Assessment per this article in order to pay such estimated expenses.

10.02 Assessments and Their Uses. The uses of the annual and special Assessments levied by the Association shall be to maintain, preserve, and operate the Common Areas and Association Property for the benefit of the Members, and to carry out the powers, duties, and functions of the Association as set forth in this Declaration. Such purposes shall also include, but not be limited to, providing utility services to the Common Areas and 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 Section 10.05 and 10.10 hereof for the future maintenance, preservation, operation and/or capital improvements or expansion of said property.

10.03 Collection and Proration of Initial Regular Annual Assessment. At the date of closing when an Owner initially purchases or acquires property within Verot Business Park, 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 10.01 for the remaining portion of the first calendar year.

10.04 Lien and Personal Obligation of Assessments. 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 agreed to pay to the Association the annual Assessment and special Assessments as levied by the Board, such Assessments to be established and collected as herein provided.

- (a) Subject to the provisions of Section 10.06 hereafter, the annual and special Assessments, 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.
- (b) Each such assessment, 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.

- 10.05 **Maintenance Fund.** The Board shall establish the 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 this Declaration. 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 this Declaration 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.
- 10.06 **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.
- 10.07 **Nonpayment of Assessments, Liens, and Remedies of the Association.** Any Assessment not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such Assessment, whether regular or special, assessed against any property plus interest on such Assessment at such lawful rate as the Board may designate from time to time, and the costs of collection 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 at law against the Owner personally obligated to pay the same, or foreclosure said lien against the Lot, or pursue both remedies. No Owner may waive or otherwise escape liability for any Assessment 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.
- 10.08 **Property Exempt from Assessments.** No Assessments shall be levied against any property owned by the Declarant.
- 10.09 **Property Subject to Assessments.** Except as otherwise provided herein the Association shall levy Assessments against each Lot shown and designated on the plat of survey attached hereto as Exhibit "A".
- 10.10 **Reserve Replacement Funds.** One (1) or more "Reserve Replacement Funds" may be established by Declarant and thereafter maintained by the Association for the perpetual

maintenance of the Association Property each such Reserve Replacement Fund to be maintained in an interest bearing account established by Declarant and/or Board 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 Verot Business Park.

- 10.11 **Subordination of Lien.** The lien for Assessment provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any property subject to unpaid Assessments shall not affect the Assessment lien. However, the sale or transfer of any property subject to Assessment pursuant to mortgage foreclosure, or any proceedings in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such property subject to Assessment from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE XI

MISCELLANEOUS

- 11.01 **Amendment.** This Declaration may be amended by the Declarant for as long as the Declarant owns at least one (1) Lot and thereafter by the affirmative vote of Owners holding at least a majority (51%) of the total voting power in the Association at an annual or special meeting called for that purpose.
- 11.02 **Enforcement of Declaration.** Any Owner, the Association, the Architectural Control Committee, Declarant, its successors and assigns, or any party to whose benefit this Declaration inures shall have the right to proceed at law or in equity to compel the violation or breach of this Declaration. 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.
- 11.03 **Interpretation.** The provisions of this Declaration shall be liberally construed to create a uniform plan for the development and operation of Verot Business Park, and of promoting and effectuating of the fundamental concepts set forth in this Declaration. The Association, as the governing body of Verot Business Park, shall have the right to construe and interpret the provisions of this Declaration, 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 benefited or bound by the provisions hereof.
- 11.04 **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 this Declaration.

- 11.05 **No Dedication to Public.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Business Park Drive or any of the Association Property to the general public or for any public use or purpose whatsoever, it being the intention that this Declaration is for the exclusive benefit of all Owners of the Lots in Verot Business Park and their successors, assigns, mortgagees and lessees and that nothing in this Declaration, express or implied, shall confer upon any person, other than such Owners, and their successors, assigns, mortgagees and lessees any rights or remedies under or by reason of this Declaration.
- 11.06 **Nonwaiver.** The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Declaration.
- 11.07 **Notices.** Any notice permitted or required to be given by this Declaration shall be in writing any 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.
- 11.08 **Severability.** Every one of the covenants, conditions, easements and restrictions contained herein is independent of any 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 this Declaration shall in no way effect any of the provisions of the other covenants, conditions, easements and restrictions which shall remain in full force and effect.
- 11.09 **Term of Declaration and Amendments.** This Declaration shall run with and bind the land situated in Verot Business Park, shall inure to the benefit of and by enforceable by the Declarant, the Association, the Architectural Control Committee, and the Owner of any Lot included in Verot Business Park, their respective legal representatives, heirs, successors, and assigns until the 31st day of December in the year 2070, after which time said Declaration shall be automatically extended thereafter for successive periods of ten (10) years each, unless amended or extinguished by a written instrument as herein provided. After December 31, 2070, this Declaration may be amended or terminated in its entirety by an instrument signed by not less than fifty-one (51%) percent of the Owners, which such instrument being filed for recordation in the appropriate records of Lafayette Parish, Louisiana, or in such other place or recording as may be appropriate at the time of the execution of such instrument

THUS DONE AND PASSED, in the Parish of Lafayette, Louisiana, on the day and date first hereinabove written, in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES:

1501 VEROT ROAD, L.L.C.

ced
CHAD D. TRAHAN
Wanda Menard
WANDA MENARD

By: Todd D. Trahan

Todd D. Trahan, Manager

JOHN E. CASTLE, JR.
NOTARY PUBLIC
#4034
EXPIRES AT DEATH

