

**ACT OF ANNEXATION**

STATE OF LOUISIANA,  
PARISH OF CADDO.  
C1418 911062

FILED AND RECORDED  
BOSSIER PARISH, LA  
September 28, 2001 @ 4:14PM  
Joan L. Carraway

BE IT KNOWN, that this day before me, the undersigned authority, a Notary Public in and for said Parish and State aforesaid, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, came and appeared:

**SOUTHERN HOME BUILDERS, INC.**, a Louisiana corporation, having a mailing address of Post Office Box 175, Shreveport, LA, 71161, represented herein by its duly authorized President, Edward W. Gaiennie, acting pursuant to that certain Resolution filed of record in the Conveyance Records of Bossier Parish, LA,

Who declared that, pursuant to the rights afforded in the Declaration of Covenants, Conditions and Restrictions for Savannah Place, Unit No. 1, recorded in Book 1291, at page 523, under Registry No. 785984, of the Conveyance Records of Bossier Parish, Louisiana (the "Restrictions"), as amended by instrument recorded in Book 1307, at page 407, under Registry No. 803517, of the Conveyance Records of Bossier Parish, Louisiana, Appearer hereby does annex to the Properties as defined and affected by the Restrictions, the following described properties, to-wit:

**ALL LOTS AND LANDS LOCATED IN SAVANNAH PLACE, UNIT NO. SIX (6)**, a subdivision of Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 1364, at pages 183-184, under Registry No. 907305, as ratified in Book 1417, at page 418, under Registry No. 909430, all in the Conveyance Records of Bossier Parish, Louisiana,

So that the above described properties shall fully participate therein, and all future sales of said lots shall be subject to said restrictive covenants.

THUS DONE AND PASSED in Shreveport, Caddo Parish, Louisiana, before me, Notary Public, and in the present of the undersigned competent witnesses, this the \_\_\_\_ day of September, 2007.

**WITNESSES TO SIGNATURES:**

**APPEARER:**

SOUTHERN HOME BUILDERS, INC.

\_\_\_\_\_  
Print Name: LINDSEY LONG

By: \_\_\_\_\_  
Edward W. Gaiennie, President

\_\_\_\_\_  
Print Name: STEVEN MELVIN

\_\_\_\_\_  
NOTARY PUBLIC in and for  
Caddo Parish, Louisiana.  
W. Brooks May  
La. Bar Roll No. 25165

My Commission is for Life.

STATE OF LOUISIANA,  
PARISH OF CADDO.  
C1291 785984

FILED AND RECORDED  
BOSSIER PARISH, LA  
September 10, 2003 @ 9:53AM  
Joan L. Carraway

Before me the undersigned Notary Public, fully commissioned and qualified, and in the presence of the undersigned witnesses personally came and appeared:

BGG, Inc., a Louisiana corporation, whose registered office is located in Caddo Parish, Louisiana, and whose mailing address is Post Office Box 175, Shreveport, Louisiana 71161, represented by Edward W. Gaiennie, President (hereinafter sometimes referred to as "Declarant"),

who declared that:

It is the owner of certain immovable property, more particularly described as follows:

All lots and land located in Savannah Place, Unit 1, a subdivision located in Bossier Parish, Louisiana, as per plat thereof recorded in Conveyance Book 1207, page 369 of the Records of Bossier Parish, Louisiana.

It is, or will be, the incorporator of Savannah Place Homeowners Association, Inc., a Louisiana nonprofit corporation, whose purpose is to preserve, maintain, and administer property in order to promote the recreation, health, safety, and welfare of all owners of lots within the Subdivision and adjoining property; and

In order to protect and enhance the value and desirability of the quality of life in the Subdivision, it hereby subjects said property to the following protective covenants, conditions, servitudes, and building restrictions, to-wit:

#### **Statement of Declaration**

All lots within Subdivision shall be owned, conveyed, encumbered, occupied, maintained, altered and/or improved, subject these terms, conditions, covenants, restrictions, and servitudes.

#### **1. Definitions**

- 1.1. Association. "Association" shall mean and refer to Savannah Place Homeowners Association, Inc., its successors and/or assigns.
- 1.2. Declaration. "Declaration" shall mean this and any other recorded act, as amended, which imposes covenants, conditions, restrictions and/or servitudes upon the subdivision.
- 1.3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.
- 1.5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

- 1.6. "Lot" shall mean and refer to any plot of land shown upon that certain plat of Savannah Place, Phase 1, a subdivision of Bossier Parish, Louisiana as per plat recorded in the Conveyance Book 1207, Page 369, of the Records of Bossier Parish Louisiana, and such other properties as may be annexed pursuant to the terms of this declaration. The term "Lot" shall not include Common Area.
- 1.7. "Declarant" shall mean and refer to BGG, Inc., its successors and assigns.
- 1.8. "Board" shall mean the Board of Directors of the Association.
- 1.9. "Subdivision" shall mean all Lots and land located in Savannah Place, Phase 1, a subdivision of Bossier Parish, Louisiana, as per plat recorded in the Conveyance Records of Bossier Parish Louisiana, as described above.
- 1.10. "Developer" shall mean BGG, Inc., its successors and/or assigns.
- 1.11. "Improvements" shall mean work, including, but not limited to, grading, excavating, tree removal, planting, demolition, construction of a building of any nature, including, but not limited to residence, greenhouse, garage, storage buildings or sheds, mailboxes, decks, driveways, fences, walls, landscaping, gardens, basketball goals, satellites receiving or transmitting disks, and/or antennas.
- 1.12. "Members" shall mean members of the Association.

## **2. Membership and Voting Rights**

- 2.1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
- 2.2. The association shall have two classes of voting membership:
- 2.2.1. Class A Members shall be all owners, with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each lot owned. If more than one person holds an interest in any lot, all such persons shall be Members. The vote for such lot shall be exercised as they unanimously determine, but in no event shall more than one vote be cast with respect to any lot or unit.
- 2.2.2. Class B Member(s) shall be the Declarant and shall be entitled to four votes for each lot owned. The Class B Membership shall cease and be converted to Class A membership on the happening of either the following events, whichever occurs earlier: When the Developer owns no more lots or when the Developer terminates its right to Class B Membership; provided that subsequent annexations by Developer, its successors and assigns can recreate Class B membership.

2.3. Owners of Lots will automatically be Members of the Association. Each and every provision of the Charter and By-Laws of said corporation are incorporated herein by reference as if same were copied verbatim. Included in said Charter and/or By-Laws is the power of the Board to levy assessments against Lot in order to :

2.3.1. Fulfill any lawful purpose;

2.3.2. Promote the recreation, health, safety, and welfare of the owners; and

2.3.3. Improve and maintain property, including Common Area, and/or improvements thereon used by or for the benefit of the Corporation or its Members; and

### 3. **Covenant for Maintenance Assessments**

3.1. The Declarant, for each Lot hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligations of the person who was the Owner of such Lot at the time when the assessment fell due. The Board has the authority to set the date payments are due.

3.2. The annual assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and facilities located thereon.

3.3. The initial annual assessment or charge for each Lot shall be \$60.00; provided that, for each Lot on which there is located an improvement which is, or had been, inhabited, said assessment shall be \$120.00. Until January 1, 2005, the maximum annual assessment or charge shall be as follows:

3.3.1. For each lot or unit contained in the subdivision on which there is located an improvement which is, or had been, inhabited, the assessment shall be \$240.00.

3.3.2. For all other Lots, the assessment shall be \$60.00.

3.3.3. The Developer may elect to be exempt from any assessment for unimproved lots provided that Developer maintains the lot at its expense rather *[than]* at the Association's expense.

3.4. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment or charge at an amount not in excess of the maximum hereinabove provided for.

3.5. From and after January 1, 2005, the maximum annual assessment may be increased effective January 1 of each year:

- 3.5.1. By the Board, without a vote of the membership, in conformance with the rise, if any of the Consumer Price Index. The “Consumer Price Index: shall mean the “Consumer Price Index for the urban wage earners and clerical workers”, and specifically the index figure in the column for “all items” (hereinafter the “CPI”). In determining the new maximum annual assessment, the CPI as of December 1<sup>st</sup> for the two prior years prior to the year in question shall be used; or
- 3.5.2. Above that established by changes in the CPI with the assent of two thirds (2/3) of the voters Members who are voting in person or by proxy, at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- 3.6. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of Members who are voting in person or y proxy at a meeting duly called for this purpose.
- 3.7. Written notice of any meeting called for the purpose fo taking any action on assessments authorized shall be sent to all Members not less than 5 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes 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 one half of the required quorum at the preceding meeting; such subsequent meeting shall be held no more than 60 days following the preceding meeting.
- 3.8. Both annual and special assessments must be fixed at a uniform rate for each class of Lots and may be collected on a monthly or other basis.
- 3.9. The due dates for assessments shall be established by the Board of Directors, and may provide for monthly, quarterly, or other periodic billing, and may provide for acceleration without notice for all assessments due for the assessment year upon failure to pay one or more payments or installments when due.
- 3.10. 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 or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

- 3.11. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Should such actions be brought, the Owner against whom it is brought shall be responsible for all attorney's fees and costs related to such action.
- 3.12. The lien and privilege of the assessments provided for herein shall rank according to its time of recordation, and shall remain the subordinate to the line of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No sale or transfer shall relieve any Owner from personal liability for failure to pay monthly or special assessments during his ownership of the Lot.

#### **4. Architectural Control**

- 4.1. At any time Class B membership exists, Developer shall act as the Architectural Control Committee. At any time Class B Membership does not exist, the Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Board. In the event the Board of Directors has not appointed three or more representatives to act as the Architectural Control Committee, the Board of Directors shall exercise all of the duties, powers, and functions thereof.
- 4.2. No improvements shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made without the approval of the Architectural Control Committee.
- 4.3. The Architectural Control Committee shall regulate the external design, construction, color, appearance, and location of improvements on Lots to foster a harmonious relationship among structures and topography which will foster the attractiveness of the Subdivision, thus protecting the value, desirability any quality of life within the Subdivision.
- 4.4. No improvements shall be commenced, erected, demolished, or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereon be made until the plans, specifications, and permits have been submitted to, and approved in writing, by the Architectural Control Committee.
- 4.5. The plans, specifications, and building permits required for any improvements shall be submitted to the Architectural Control Committee for approval prior to the commencement of any work.

Approval shall be marked upon the plans, notice of which shall be returned to the applicant. The plans shall be retained by the committee. In the event the Architectural Control Committee fails to approve or disapprove in writing such plans and specifications within 30 days after the plans and specifications have been submitted to it, approval will be deemed granted.

4.6. In making its decision as to any work, the following design standards shall be considered:

4.6.1. Validity of Concept. The basic idea of the change must be sound and appropriate to its surroundings.

4.6.2. Landscape and Environment. The change must not unnecessarily destroy or blight the landscape or environment.

4.6.3. Relationship. The proposed improvements must relate harmoniously among themselves and to existing building and terrain.

4.6.4. Protection of Neighbors. The interest of neighboring owners must be protected by making reasonable provisions for such matters as drainage, sound, sight, view, light, and air and other aspects of design which may affect neighboring property.

4.6.5. Design Compatibility. The proposed change must be compatible with the design characteristics of the applicable Lot, adjoining properties, and the Subdivision setting as to scale, materials, color, and construction details.

4.6.6. Workmanship. The quality of work must be equal to or better than that on the surrounding Lots.

4.7. The Architectural Control Committee Shall have the right, by unanimous vote, to waive any covenant, condition, servitude, and/or restriction when, and in the event, it deems it appropriate to do so.

4.8. Changes or construction made without prior written approval may, at the sole discretion of the Architectural Control Committee, be required to be removed or changed back to the original status. Should Owner refuse to make such change after 30 days written notice from the Architectural Control Committee, then the Architectural Control Committee may assess a fine on the Owner of \$25.00 per day for each day the unapproved change is in place. Such fine shall be a lien which runs with the land. The Owner who makes such a change without prior written approval shall be responsible for all attorney's fees and costs incurred by the Association in connection with having the changes corrected or in collecting fines assessed by the Association.

## **5. Use Restrictions**

**5.1. Land Use and Building Type.** No Lot shall be used except for single family residential purposes.

No improvements shall be erected, altered, built or permitted to remain on any Lot other than one single family dwelling, two car garage, and exterior storage building. No garage apartment

shall be erected on any lot. No mobile home or manufactured housing shall be located on any Lot.

**5.2. Exterior Storage.** All exterior storage buildings must be one of the same construction as the Home as provided in these covenants, and the Architectural Control Committee must approve all storage buildings prior to construction. No portable buildings are permitted.

**5.3. New Construction.** Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a Lot and remodeling or converting same into a dwelling unit in this subdivision. Construction of any improvement on any Lot, once started, must be diligently pursued and completed within a reasonable time. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanently. The Owners shall be responsible for encroachment of silt upon the dedicated street area and sidewalks and shall be responsible for the cleanup cost of trash and dirt occasioned by the construction process.

**5.4. Recreational Equipment.** No outdoor recreational equipment, including but not limited to, basketball goals or trampolines, may be installed, erected, or placed in the front or side yard of any Lot. The location of any basketball goal placed on a Lot shall be subject to approval of the Architectural Control Committee. No batting cages shall be permitted on any Lot.

**5.5. Swimming Pools.** No above-ground swimming pool shall be installed or maintained on any Lot.

**5.6. Vehicles.** Except during construction on that Lot, no overnight parking of boats, trailers, camper, recreational vehicles (RV's), school buses, trucks exceeding ¾ tons, or commercial trucks shall be allowed in the Subdivision. This limitation shall not apply to vehicles kept in the garage. No vehicles of any size which normally transports inflammatory or explosive cargo may be kept in the subdivision at any time.

**5.7. On-Street Parking.** The Board of Directors may regulate all manner of on-street parking of vehicles.

**5.8. Group Homes.** No Lot or any improvement thereon may be used as a group home, a community home or a single family unit having common interests, goals, and problems as defined by Louisiana Revised Statutes, R.S. 28:381(g).

**5.9. Nuisances.** No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unsightly condition shall be created on any Lot or permitted to remain thereon which specifically, without limitation by reference thereto, prohibits the storage and/or repair of a wrecked vehicle and/or vehicles on said premises.



- 5.10.**        Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale, rent, or signs used by builder to advertise property during the construction and sales period. Signs of a larger size advertising the Subdivision or homes or lots for sale may be erected by the Declarant.
- 5.11.**        Mineral Operations. No mineral drilling or development operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.
- 5.12.**        Animals. No animals, livestock, including but not limited to, pot bellied, Vietnamese or miniature pigs, or poultry of any kind shall be raised, bred, or kept on any Lot or Unit.
- 5.13.**        Pets. Each Owner shall insure that all dogs, cats, or other household pets are confined to the Owner's Lot, and Owners are to adhere to all applicable Leash laws and other ordinances, and laws regulating pets. Pets may not be allowed to become a nuisance or pose a threat to any person or property in the Subdivision. It is the intent of this section to prohibit the keeping of groups of animals in such number that they create a nuisance due to excessive noise or noxious odors. No dog or animal pen or house shall be placed in any manner as to be seen from the street unless behind the back of the house, and approved by the Architectural Control Committee.
- 5.14.**        Garbage Disposal. No Lot shall be used for or maintained as a dumping ground for rubbish trash, garbage, or other waste. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition, and screening provided therefore as approved by the Architectural Control Committee. No garbage cans, bags, or trash of any kind shall be left on the front or side yard of any Lot overnight.
- 5.15.**        Fencing. No fence or wall shall be erected, placed or altered nearer to any street than the minimum setback line, except on corner lots. No fence or wall shall be constructed higher than eight feet. No fence or wall shall be constructed without prior approval of the Architectural Control Committee as to height, placement, type, materials, acceptable construction practices, style, etc. Any fence erected on any Lot shall be constructed of wrought iron, brick, or wood pickets.
- 5.16.**        Antennas. No satellite dish or antenna of any nature shall be placed on the exterior of the improvements located on the lots without the express written consent of the Architectural Control Committee.
- 5.17.**        Water and Sewerage. No individual water supply system or sewerage disposal system shall be permitted on any lot.

**5.18. Condition of Lot.** Each Owner shall keep his Lot and the improvements thereon in a manner in keeping with the standards set by the rest of the neighborhood. Should the owner fail to maintain his lot and improvements in a neat, clean, and sanitary condition, after 30 days written notice from the Board, the Board may take whatever action necessary to restore the lot to a condition that meets the standards set by the Association at a cost which will be assessed to the homeowner and be immediately due and payable. Any attorneys' fees or costs associated with any action taken by the Board shall be borne by the Owner.

**5.19.** Notwithstanding any of the foregoing, so long as Class B Membership exists, the Developer shall be entitled to maintain its office and storage on the subject property, and conduct all operations and engage in all activities and uses necessary or desirable to develop, construct upon and market any property subject to this Declaration.

## **6. Dwelling Specifications**

**6.1. Dwelling Size.** The habitable heated area of the main structure, exclusive of open porches and garages, on Lots 1 through 32, inclusive, and 53 through 57, inclusive, shall be not less than 1,400 square feet. The habitable heated area of the main structure, exclusive of open porches and garages, on Lots 33 through 52, inclusive, shall be not less than 1,100 square feet. However, in special situations these minimum provisions may be waived by the Architectural Control Committee. The front side of any single or multi-story dwelling shall be of width sufficient to be in harmony with the building site size and the other dwellings in the neighborhood.

**6.2. Roofs and Chimneys.** All roofs on whatever part of the residence situated shall have a pitch not less than 5/12, except as specifically approved by the Architectural Control Committee as indicated by the architectural style of the residence and the terrain. All roofing shall be 3 Tab design shingle, 20 year or better guarantee. No metal roofing is allowed. Chimney design, materials, and placement shall be subject to prior approval by the Architectural Control Committee.

**6.3. Driveways.** All driveways shall be located and constructed in a manner acceptable to the Architectural Control Committee. Driveways shall be constructed of concrete and shall be at least 3.5 inches thick. No other driveway surface is permitted unless submitted to the Architectural Control Committee and approved in writing by the said committee.

**6.4. Mailboxes.** If offered by Developer, a cluster box must be used; otherwise, all mailboxes must be approved by the Architectural Control Committee.

**6.5. Garage.** A garage to house at least two automobiles must be provided on each lot. Any garage which faces the front of the house must have a mechanical garage door with an electric garage

door opener. Except when necessary, garage door shall be kept closed. Garages shall not be converted to a living or storage space, but shall be used to store cars, boats, or other vehicles.

**6.6. Lot Size.** No dwelling shall be erected or placed on any Lot platted other than as shown on the approved plat unless approved by Declarant. No residential Lot or Lots shall be re-subdivided without approval of Declarant. The special approval of Declarant provided in this paragraph shall apply at any time Class B Membership exists.

**6.7. Setback Lines.** All setback lines shown on the Subdivision Plat or any other subdivision plat of property annexed hereto shall apply. In addition, no building shall be located on any other lot nearer than five (5) feet to an interior lot line. For the purposes of this covenant, eaves, and steps and patios shall not be considered as part of a building, providing however, that this shall not be construed to permit any portion of a building to encroach upon another Lot. The Architectural Control Committee may waive any setback requirements if, in its opinion, the location of said dwelling is aesthetically acceptable and in harmony with other dwellings in the neighborhood. In case of conflict between the setback lines on the recorded plat and these covenants, the greater setback is to prevail.

**6.8. Landscaping.** Owner shall grade, plant, landscape, and maintain front yards and side yards of each dwelling. Should the landscaping or grading fail to meet the approval of the Architectural Control Committee or should the Owner fail to maintain any plantings or beds installed, then the Architectural Control Committee can require that it be removed, changed, or maintained. Should Owner refused or fail to change, remove, or maintain the plantings, or should the owner fail to maintain any plantings or beds installed, then after 30 days written notice from the Architectural Control Committee, the plantings or beds may be removed or maintained at a cost which will be assessed to the Owner.

**6.9. View.** The Board of Directors may regulate placement of fences, walls, shrubs, trees, and any other objects to prevent obstruction of sight lines at intersections of streets with each other and with driveways.

**6.10.** Notwithstanding any of the foregoing, so long as Class B Membership exists, the Developer shall be entitled to maintain its office and storage on the subject property free of the Use Restrictions and the Dwellings Specifications, and conduct all operations and engage in all activities and uses necessary or desirable in its sole discretion to develop, construct upon and market any property subject to this Declaration.

## **7. Easements**

**7.1.** Easements for installation and maintenance of utilities, drainage and passage are reserved as shown on the recorded plats. In addition, an easement where necessary for the reasonable overhang of a roof is hereby established.

**7.2.** For drainage purposes, the grades and low elevations as left by Declarant shall be considered the natural drainage. No Owner may re-grade his Lot without prior written approval of the Architectural Control Committee.

## **8. Common Area**

**8.1.** Each Owner shall have the right of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Association to:

**8.1.1.** Suspend the voting rights and/or right to use the Common Area by an Owner for either:

**8.1.1.1.** Failure to timely pay assessments; or

**8.1.1.2.** Failure to abide by the covenants, Charter, By-Laws or other published rules and/or regulations governing the use of the common area.

**8.1.2.** Dedicate or transfer all or any part of the common area to any public agency, authority or utility.

**8.2.** The rights of the Corporation to suspend the use of the Common Area by an owner does not authorize the corporation to prohibit an Owner from using any private street which comprises part of the Common Area.

## **9. Enforcement**

**The developer, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, and covenants now or hereafter imposed by the provisions of this declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.**

## **10. Amendment**

**10.1.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90% of the Owners, and thereafter by instrument signed by not less than 75% of the Owners. Any amendment must be recorded.

**10.2.** Notwithstanding anything contained herein to the contrary, the Declarant shall have and reserves the right at any time and from time to time prior to the termination of Class B membership without the joinder or consent of any Owner or other party, to amend or modify this

## 11. Annexation

**11.2.** At the time of said supplemental declaration, Developer shall be given a Class B membership of each said lots under terms and conditions identical hereto.

<b>Witnesses:</b>	<b>BGG, Inc.</b>
_____  _____	By: _____  _____