

**DECLARATION OF COVENANTS  
OF  
AUTUMN PLACE TOWNHOME ASSOCIATION, INC.**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that on this 21<sup>st</sup> day of January, 2016;

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

**AUTUMN PLACE TOWNHOME ASSOCIATION, INC.**, a Louisiana non-profit corporation, domiciled and doing business in St. Tammany Parish, herein represented by its Board of Directors;

who declared as follows:

**I.**

The Autumn Place Townhome Association contains 15 units. Otherwise known as nits 802,803, 806, 807, 810, 811, 814, 815, 818, 819, 822, 826, 830, 834, 838..

**II.**

Autumn Place Townhome Association, Inc. shall be governed by the Master Declaration of Covenants, Conditions and Restrictions as filed with the St. Tammany Parish Clerk of Court Instrument #1515136 except for the following additions specific to the Townhome units.

**III.**

The exterior of the Townhome units shall be maintained by the Autumn Place Townhome Association, Inc. in accordance with all applicable government requirements, in first class condition, good working order, and in a neat and attractive manner. Exterior maintenance of any Townhome units, including painting, shall be periodically performed as reasonably required. With respect to such painting and architectural design, paint colors and the architectural design shall not be changed from the original without the consent of the Townhome Association after appropriate consultation with the owner affected in order to insure that all shall be harmonious with

other improvements within the Property. The exterior of all Townhome units, including, but not limited to, roofs, walls, windows, balconies and doors shall be maintained in good condition and repair and in neat and attractive manner. No objects or items or a personal property shall be erected, fixed, draped, suspended, placed or be permitted to protrude from the exterior of any townhome unit.

**IV.**

All expenses incurred by the Townhome Association in fulfilling its obligations hereunder shall be charged to all of the unit owners as a common expense (in proportion to their ownership interest) unless a particular expense was necessitated by the negligence, misuse, or negligence of the owner of a unit, in which case said expense shall be charged to the owner of that unit.

**V.**

The Townhome Association may from time to time adopt or amend previously adopted rules and regulations governing the interpretation and implementation of the restrictions set forth the in this Declaration.

**VI.**

If approved by a vote of eight (8) units or more of the total fifteen (15) units, the Townhome Association may make improvements. The costs of such improvements shall be borne proportionally by the unit owners as a common expense. The approval requirements of this article do not apply to repairs, maintenance or replacement work required to be undertaken by the Townhome Association.

**VII.**

The Townhome Association may obtain outside independent financing if determined to be necessary by the Association Board of Directors to support extraordinary expenses of the townhomes after notice to the Townhome lot owners. After such notice and approval by ten (10) owners in writing, such financing may be obtained.

**VIII.**

The Townhome Association may delegate any and all necessary authority to the Master Association to ensure the proper and uniform enforcement of the Townhome Declaration in a manner consistent with the enforcement, terms and conditions of the "Master Declarations of Covenants, Conditions and Restrictions for Autumn Place" executed and recorded by Autumn Place, LLC in the land records of the Clerk of Court St. Tammany Parish.

**IX.**

The administration of the townhomes shall be governed by this Declaration, the By-Laws attached hereto, incorporated herein and recorded herewith, any rules and regulations adopted pursuant thereto and the Master Covenants. All present and future owners, mortgagees, lessees and occupants of units and their employees and any other persons that may use the townhome units in any manner shall be subject to and comply with the provisions herein. The purchase of a unit, or the mortgaging of a unit, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments as they may be amended from time to time, by such owners, lessees, mortgagees or occupants. The provisions contained in such instruments shall bind any person having at any time any interest in such unit, as though such provisions were recited and fully stipulated in each sale, mortgage or lease thereof.

**X.**

Enforcement of this Declaration and the obligations and restrictions set forth herein shall be by any legal proceeding by the Townhome Association against any person or persons violating or attempting to violate the provisions hereof to restrain or enjoin the violation or to recover damages or both; and the failure or forbearance by the Townhome Association to enforce any provision herein shall in no event be deemed a waiver of the right to do so thereafter. In addition to the foregoing relief, the Townhome Association shall be entitled to recover reasonable attorney's fees incurred

by it in any legal proceeding against any person or persons violating or attempting to violate the provisions hereof.

THUS DONE AND SIGNED in Mandeville, Louisiana on the date first hereinabove written in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

*Maria O. Brechtel*

Print: Maria O. Brechtel

*Judith P. Carpenter*

Print: Judith P. Carpenter

BOARD OF DIRECTORS:

*Scott Mickey*  
Scott Mickey

*Gerard Brechtel*  
Gerard Brechtel

*Bob Carpenter*  
Bob Carpenter

*Cardinal L. Jenkins*  
NOTARY  
Cardinal L. Jenkins  
#27021