

**DECLARATION OF COVENANTS, RESTRICTIONS,  
AND SERVICITUDES FOR  
VILLAGE GREEN**

STATE OF LOUISIANA  
PARISH OF JEFFERSON

BE IT KNOWN, that on this 27<sup>th</sup> day of November, 2000;

BEFORE ME, the undersigned Notary Public, personally came and appeared:

**WILLOW INCORPORATED**

a Louisiana corporation, domiciled in the Parish of Jefferson, State of Louisiana (hereinafter referred to as "Declarant");

Who, after being duly sworn, declared that:

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real property described as VILLAGE GREEN, PHASE 1, described in Article II of this Declaration and desires to create thereon a gated residential community, for the benefit of the said community; and

**WHEREAS**, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

**WHEREAS**, Declarant has deemed it desirable for the said efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

**WHEREAS**, Declarant has incorporated under the laws of the State of Louisiana, as a nonprofit corporation, HOMEOWNERS' ASSOCIATION OF VILLAGE GREEN, INC., for the purposes of exercising the functions aforesaid.

**NOW THEREFORE**, the Declarant hereby declares that all of the property described in Article II, Paragraph 2.1 shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and servitude, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner of any portion of the properties.

**ARTICLE I**

**DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 **"Association"**: Shall mean and refer to HOMEOWNERS' ASSOCIATION OF VILLAGE GREEN, INC.
- 1.2 **"The Properties"**: Shall mean and refer to that certain real property described more fully hereinafter, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 1.3 **"Common Properties"**: Shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties. Included as Common Properties are any community servitude on Parish property, which are to be maintained by the Association.

- 1.4 **"Lot":** Shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- 1.5 **"Owner":** Shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding, any applicable theory of the mortgage, shall not mean to refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.6 **"Member":** Shall mean and refer to all those Owners who are members of the Association as provided in Article 3.1, hereof.
- 1.7 **"By Laws":** The By Laws of the HOMEOWNERS' ASSOCIATION OF VILLAGE GREEN, INC.
- 1.8 **"Annual Assessments":** Assessments levied for the exclusive use for the maintenance of the common areas, promoting the recreation, health, safety, and welfare of all residents, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.
- 1.9 **"Special Assessments":** Assessments applicable for a given year for the purpose of defraying the cost of reconstruction or unexpected repairs or replacement.
- 1.10 **"Specific Assessments":** Are costs incurred in bringing a said Lot into compliance with the terms of this Declaration.
- 1.11 **"Class "B" Control Period":** Shall be the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.2.
- 1.12 **"Declarant":** Willow Incorporated, a Louisiana corporation, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit "A" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 **Existing Property.** The real property, which is, and shall be, held, transferred, sold conveyed, and occupied subject to this Declaration is located in Jefferson Parish, State of Louisiana, and is known as VILLAGE GREEN, PHASE 1, comprised of Lots 1 through and including 36; Lots 115 through and including 156; Lots 86 through and including 114; and the Common Property, including those portions within Village Green, Phase 1 of Parcels VG-1 (North Village Green Street (Private Street)), VG-3 (South Village Green Street (Private Street)), VG-4 (Village Green Lane (Private Street)), VG-5 (East Village Green Street (Private Street)), and VG-6 (Village Green Court (Private Street)), and Parcel GR1 (for green space), as designated on the plan of resubdivision by Richmond W. Krebs, Professional Land Surveying, dated July 2, 1998, revised June 30, 1999, August 11, 1999, August 19, 1999, September 2, 1999, September 7, 1999, September 17, 1999, September 23, 1999 and December 15, 1999 approved by the Jefferson Parish Council by Ordinance No. 20847, recorded under Instrument No. 10005777, in COB 3024 folio 583, a copy of which is made a part hereof by reference.
- 2.2 **Additions to Existing Property.** Additional lands may become subject to this Declaration in the following manner:
- (a) Additions by Developer. The Developer, its heirs and assigns, shall have the right to bring within the scheme of this Declaration additional properties. Additional properties include those comprising Phase 2 of Village Green, such that the entire subdivision of Village Green may become subject to this declaration. Village Green, including both Phases 1 and 2, is described more specifically on Exhibit "A" which is attached hereto and made a part hereof.
- The additions authorized herein shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record owner of a fee interest or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the HOMEOWNERS' ASSOCIATION OF VILLAGE GREEN, INC., provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

There shall be only one membership per Lot. If a Lot is owned by more than one person, all co-owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2 and all such co-owners shall be jointly, severally and in solido obligated to perform the responsibilities of Owners. The membership of an Owner which is not a natural person may be exercised by an officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.2 Voting. The Association shall have two classes of membership Class "A" and Class "B".

Class "A". Members shall be all Owners except the Class "B" Member. Class "A" Members shall have one equal vote for each Lot in which they hold interest required for membership in section 3.1; provided, there shall be only one vote per Lot and shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class "B". The Class "B" Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or
- (b) on January 1, 2005.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessment. The Developer for each Lot owned by him within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association; (1) annual assessments of charges; (2) special assessments for capital improvements, (3) specific assessments for bringing any Lot in compliance of this Declaration, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

It is specifically acknowledged that the Association is responsible for the maintenance of the private street and the lighting of the private street. In addition thereof access to all Lots and the streets within VILLAGE GREEN shall be controlled by an electronically controlled gate system at the entrance to the development. Accordingly, assessments levied by the Association shall include the maintenance of the streets and street lighting.

**4.3 Basis and Present Annual Assessment.** An annual assessment fee of Three Hundred Sixty Dollars (\$360.00) will be required of each Class "A" Property Owner, with the first year's fee to be paid at the Act of Sale.

**4.4 Declarant's Obligation for Assessments.** Declarant, the Class "B" member, shall pay an annual assessment fee equal to that assessed to and required of the Class "A" Property Owner.

**4.5 Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in an 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least (30) days in advance and set forth the purpose of the meeting, unless said notice is otherwise waived.

**4.6 Change in Basis Assessments.** At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated Common Expenses during the coming year. Basis Assessments shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses. The maximum annual assessment shall be as follows:

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a majority vote of each class members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**4.7 Date of commencement of Annual Assessments: Due Date.** The annual assessments provided for herein shall commence on the first day of January, fixed by the Board of Directors of the Association to be the date of commencement.

Because the first year of annual assessments will be paid at the Act of Sale of the property, the amount of the annual assessment levied for the balance remaining after the first year has ended, will be the remaining number of months in that year. For instance, where a Class "A" Member goes to an act of sale in July, on the first of July of the following year, the Class "A" Member will be responsible for the remaining 6 months of that year. Thereafter, the annual assessment for the next year will be due January 1<sup>st</sup>.

In the event the Board of Directors of the Association determines that a semi-annual collection of assessments is more desirable, such guidelines and requirements may be established and members notified within 90 days of the effective date of the initial semi-annual assessment.

**4.8 Duties of the Board of Directors.** Once the Annual Budget has been prepared as per 4.6 above, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days prior to the beginning of the fiscal year which it is to be effective and, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereafter be sent to every Owner subject thereto.

Within 72 hours of request by written notice, the Association shall furnish to any Owner liable for said assessment a certificate signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of

payment of any assessment therein stated to have been paid.

**4.9 Effect of Non-Payment of Assessments.** The personal obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in 4.7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, assigns and personal representatives.

If the assessment is not paid in thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event of a judgment obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with cost of the action.

**4.10 Subordination of the Lien to Mortgages.** The lien of the assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**4.11 Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

- (a) to cover costs incurred in bringing any said Lot into compliance with the terms of this Declaration;
- (b) provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, pursuant to the By-Laws, before levying and Specific Assessment.

## ARTICLE V

### SECURITY AND INDEMNIFICATION AND INSURANCE

**5.1 Security.** The Association may, but shall not be obligated to maintain or support certain activities within the Properties to make the Properties safer than otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any system, including any mechanism or system for limiting access to the Properties, can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and Committees, Declarant, and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

**5.2 Indemnification.** The Association shall indemnify, hold harmless, and defend every officer, director, and committee member against all damages and expenses, including counsel fees, reasonable incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, including, without limitation, any and all claims for personal injury, death or property damage, except that such obligation to indemnify, hold harmless, and defend shall be limited to those actions for which liability is limited under the Louisiana Law of Corporations.

The officers, directors, and committee members past and present, shall not be liable if she or he acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, nor reasonably such conduct to be unlawful.

The officers and directors past and present shall have no personal liability with respect

to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify, hold harmless, and defend each such officer, director, and committee member from any and all liability to others on account of any such contract, commitment, or action.

**5.3 Insurance.** The Association, acting through its Board of Directors or its duly authorized agent, shall, when necessary, obtain and continue in effect adequate insurance to cover the following:

(a) Blanket property insurance covering "risks of direct physical loss" for all insurable improvements on the Common Areas to which it has assumed responsibility for maintenance, repair, or replacement in event of casualty.

(b) Commercial general liability insurance on the Areas of Common Responsibility, insuring the Association and its members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. The policy limits per occurrence with respect to bodily injury, personal injury, and property damage shall be determined by the Board of Directors.

**5.4 Annual Review.** The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons.

**5.5 Premiums.** Premiums for all insurance on the Areas of Common Responsibility shall be Common Expenses and shall be included in the Annual Base Assessment.

## ARTICLE VI

### VILLAGE GREEN ARCHITECTURAL REVIEW COMMITTEE

**6.1 Architectural Review Committee.** There is hereby established and created an Architectural Review Committee, which committee shall consist of three members, which shall consist of three members, which members shall be appointed by the Board of Directors, and shall serve as follows.

The initial three members of the Architectural Review Committee who shall serve during the first term shall be ALBERT J. WARD, JR., ANTHONY LICCIARDI, and PEGGY LASSEIGNE. The first term of office of the above named members shall cease when the Class "B" membership shall cease and be converted to Class "A" membership, as specified hereinabove.

Thereafter, a committee of three members shall be appointed by the Board of Directors, and each member shall serve for a period of two (2) years per term of office. No more than two of the three members may be reappointed to serve successive terms of office.

A majority of the committee may designate a representative to act for it.

Any member may resign from said committee at any time by merely giving said committee notice of his resignation in writing. In the event of death or resignation of any member or the committee, the remaining members shall have the full authority to designate a successor.

No member shall receive any pay or compensation for his services as a member of said committee.

Said committee shall have the right to adopt rules for the conduct of its business.

**6.2 Requirements and Process for Review.** No building or other improvements shall be erected, placed, or altered on any Lot described herein until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved in writing by the Architectural Review Committee or its agent as to quality of materials and proposed workmanship, conformity, and harmony of external design with existing structures in the subdivision, conformity with these restrictions and as to location of building or improvements with respect to topography and finish grade elevation.

In order to insure that requests are made to and received by the Architectural Review Committee, such requests must be made in writing and transmitted by certified or registered mail with return receipt requested. The approval of the committee shall be evidenced by instrument signed by the agent of the committee and by the signature of the agent of the

committee on the construction plans and specifications approved by it. In the event that the Architectural Review Committee fails to give its written approval or disapproval of the construction plans, specifications, and other material submitted to it within thirty (30) days after the same are submitted to it, such express approval of the Architectural Review Committee will not be necessary, and the approval required by this paragraph shall be conclusively presumed to have been had and obtained.

If a plan is not submitted for the approval of the Architectural Review Committee and at a later date the improvement shall be deemed to be in violation of the restrictive covenants, the Architectural Review Committee reserves the right to have said improvement modified or removed to conform to the restrictive covenants. This right of review by the Architectural Review Committee shall expire after two years from the date of the completion of the unapproved improvement.

## ARTICLE VII

### LAND USE, DESIGN AND CONSTRUCTION GUIDELINES

**7.1 Land Use and Building Type.** Unless expressly approved in writing by the Architectural Review Committee, each Lot described herein shall be used for residential purposes only. The term "**residential purposes**", as used herein shall be held and construed to exclude, by illustration, not by limitation, the following: hospitals, clinics, boarding houses, board and care homes, hotels and to exclude commercial, professional uses whether of homes or otherwise, and any such use of said Lots is hereby expressly prohibited.

Unless expressly approved in writing by the Architectural Review Committee, no buildings shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half (2 ½ ) floors in height and a private garage for not more than three (3) cars. Accessory buildings, such as carports, utility sheds, storage sheds, and green houses, etc., must be of substantially the same construction as that of the main dwelling, and must be approved in writing by the Architectural Review Committee.

**7.2 Lot Resubdivision.** Unless expressly approved in writing by the Architectural Review Committee, no Lot or Lots shall be resubdivided. In the event any Lots are resubdivided, these restrictions shall apply to the property resubdivided.

**7.3 Fences.** Unless specifically approved in writing by the Architectural Review Committee, no fence or wall or similar structure shall be erected, placed, or altered on any Lot.

No fence, wall, hedge row, or plant material which obstructs sight lines at elevations between two (2) feet and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. Further, the foliage line of all trees within such distance(s) of such intersection shall be maintained at a sufficient height to prevent obstruction of such sight lines.

## ARTICLE VIII

### GENERAL RESTRICTIONS

**8.1 Noxious Activities.** No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**8.2 Signs.** Except for entrance signs, directional signs, signs for traffic control safety, and such promotional signs as may be maintained by Developer, no signs or advertising of any character shall be erected, posted, or displayed upon, in, or about any Lot or dwelling situated on the property, provided that one temporary real estate sign, or builder's sign, not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent during the construction and sale period, unless expressly approved in writing by the Architectural Review Committee.

**8.3 Oil Operations.** Said property may be validly leased for mineral exploration and development, but no drilling rigs or other equipment utilized in drilling a well or wells in search of

oil, gas, and other minerals may be located on any Lot unless expressly approved in writing by the Architectural Review Committee.

**8.4 Commercial Farming.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided they are kept for household purposes.

**8.5 Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such trash, garbage, or other wastes shall be kept in a clean and sanitary condition and shall be kept and maintained at the rear of the residential structure on each Lot. All Lots shall be kept clean and free of unsightly obstacles at all times, and shall be mowed as often as may be necessary to keep the Lots in proper condition.

**8.6 Burning.** Burning of trash, scrap materials, or refuse of any kind is prohibited on any lot or on any common areas within the subdivision, at any time.

**8.7 Water and Sewerage.** No private water wells may be drilled, installed, or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot.

**8.8 Speed Limit.** The established speed limit within the subdivision is twenty (20) miles per hour for all vehicles.

**8.9 Recreational Apparatus.** There shall be no recreational apparatus, i.e. basketball goals, located in the front yard of any lot.

**8.10 Vehicles.** No trucks, trailers, automobiles bearing advertisements or other commercial vehicles shall be stored or parked on the streets except when making delivery. The parking of trailers, boats, vehicles, except passenger automobiles in operating order, will not be allowed on the property unless inside enclosed garages or unless the same is not readily visible to other property or other roads and streets as determined by the Architectural Review Committee. Passenger vehicles and automobiles owned by a resident shall be stored or parked on the lot and not on the street. Passenger vehicles and automobiles owned by guests shall not be parked on the streets in excess of 24 hours.

**8.11 Covered Parking.** Two covered off street parking spaces are required at all times.

**8.12 Swimming Pools.** Swimming pools, if and when erected, are to be approved by the Architectural Review Committee and must be of substantial and neat construction, and will only be permitted provided they are entirely surrounded by a fence not less than seventy-two (72") inches in height and shall conform to all fence requirements contained herein.

## ARTICLE IX

### SERVITUDES

**9.1 Generally.** This act shall be subject to all recorded servitudes heretofore or hereafter granted by Developer, including those for the installation and maintenance of utilities and drainage facilities.

No structure, planting, or other obstacle shall be placed or permitted to remain, impede, or interfere with the use of any servitude granted.

**9.2 Emergency Vehicle Servitude.** There is hereby granted a servitude over and on the private street for emergency and other vehicles used in connection with the various governmental services which are furnished to the subdivision.

**9.3 Servitude for Fence Affecting Property Line of Certain Lots.** There is hereby created a five (5) foot servitude across the rear and/or side property line of all perimeter lots within VILLAGE GREEN, as specified hereinafter, within which Developer shall construct a fence for the benefit of the Association. Class "A" members shall not remove or replace this fence without obtaining the prior approval of the Architectural Review Committee. While it is the responsibility of the Class "A" member to maintain that portion of the fence on the property of the Class "A" member, there is reserved a right of access by the Association to repair or replace any portion of said fence which may be damaged, destroyed or removed by the Class "A" member (or any other person or firm) without the prior approval of the Architectural Review Committee.