

Calcasieu Parish Recording Page

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First VENDOR

MORGANFIELD

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-RE: FIRST SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

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STATE OF LOUISIANA
PARISH OF CALCASIEU

FIRST SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MORGANFIELD (FORMERLY WATERSIDE)
TRADITIONAL NEIGHBORHOOD DEVELOPMENT

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MORGANFIELD (FORMERLY WATERSIDE) TRADITIONAL NEIGHBORHOOD DEVELOPMENT (“**First Supplement**”) is made the 27th day of January, 2015, by:

Arrozal, Limited Liability Company, a Louisiana limited liability company (TIN: - 5134), represented herein by Lucinda H. O’Quinn, as authorized pursuant to the Third Amended and Restated Authority of Managers filed on January 14, 2010 under Original File Number 2948696 of the official records of Calcasieu Parish, whose mailing address is 500 Kirby Street, Lake Charles, Louisiana 70601

(hereinafter, “**Declarant**”), and

Arrozal Investment Part B, Limited Liability Company, a Louisiana limited liability company, represented herein by Lucinda H. O’Quinn, as authorized pursuant to the Third Amended and Restated Authority of Managers filed on January 14, 2010 under Original File Number 2948696 of the official records of Calcasieu Parish, whose mailing address is 500 Kirby Street, Lake Charles, Louisiana 70601,

Leo Paul Bonin, II (SSN: XXX-XX-5281) and Olive W. Bonin, husband and wife, domiciled in Calcasieu Parish, Louisiana, the said Olive W. Bonin being herein represented by Leo Paul Bonin, II, her duly authorized Agent and Attorney-in-Fact, by virtue of Power of Attorney filed under Clerks’ File No. 2416014, records of Calcasieu Parish, Louisiana, whose address is 131 State Street, Lake Charles, Louisiana 70605; and

Nathan Dondis (SSN: XXX-XX-4765) and Carrie Bonin Dondis (SSN: XXX-XX-0810), husband and wife, domiciled in Calcasieu Parish, Louisiana, whose mailing address is 4213 Holly Hill Road, Lake Charles, Louisiana 70605

(collectively, “**Additional Wildflower Owners**”).

INTRODUCTION AND BACKGROUND

1. Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Waterside on March 31, 2005, recorded in the registry of the Clerk of Court's office for Calcasieu Parish, State of Louisiana, in Book 3164, Page 1, Entry No. 2713760 ("**Declaration**"); and

2. Declarant now wishes to amend the Declaration to rename Waterside, to include additional property within the development, and to establish neighborhoods and governance procedures for the development.

Capitalized terms used in this First Supplement but not defined herein shall have the meanings given to them in the Declaration.

NOW THEREFORE, Declarant does hereby supplement and amend the Declaration as follows:

1. **Name Change.** The Declaration refers to a master planned community consistent with the principles of a traditional neighborhood development ("**TND**"). Declarant now amends the Declaration to rename the entire development "**MorganField**" or "**MorganField, a Traditional Neighborhood Development**". References within the Declaration to "Waterside" shall be hereby replaced with "MorganField".

2. **Annexation of Additional Property.** Pursuant to and in accordance with Section 3.2(C) of the Declaration, Declarant and the Additional Wildflower Owners do hereby subject and annex additional property, described on Exhibit A hereto, to the Declaration ("**Additional Property**"). From and after the date of the recordation of this First Supplement, the Additional Property shall be subject to all restrictive covenants and conditions in the Declaration, except as expressly amended herein.

3. **Established Neighborhoods.** Pursuant to Section 2.1.45 of the Declaration, Declarant hereby establishes two Neighborhoods within MorganField. The property described in the exhibit to the Declaration, consisting of residential Lots, is declared to be a Neighborhood named "**Waterside at MorganField**" and the Additional Property, as described in Exhibit A, consisting of ten (10) residential Lots, is declared to be a Neighborhood named "**Wildflower at MorganField**". Additional Neighborhoods may be established in accordance with the terms of the Declaration. The reference to "Equestrian Lakes" in Section 2.1.45 and all references to an "Equestrian Center" are hereby deleted.

4. **Governance.** Waterside at Morganfield has established a Neighborhood Association to undertake the management of the Commons within the Neighborhood and the enforcement of the Declaration. Additionally, Wildflower at MorganField has created a Neighborhood Association for similar purposes, all as described in Section 2.1.46 of the Declaration. Each Neighborhood Association shall have jurisdiction only over the property within such Neighborhood and at the time the MorganField Association is established, such jurisdiction shall be concurrent with the MorganField Association's jurisdiction over all property within MorganField.

5. **Guiding Principles.** In accordance with Section 6.4, the Design Code and Landscape Code are hereby amended to refer to the "MorganField Corridor Code and Guiding Principles" together with amendments and modifications to same adopted hereafter, and shall hereinafter be called the "Guiding Principles". To the extent that the Declaration (including Section 6.1) is in conflict with the Guiding Principles as herein defined, the Guiding Principles shall govern. No Improvement of any nature may be constructed on a Lot without complying with the requirements of the Guiding Principles. Section 6.1 of the Declaration sets forth specific building restrictions and other covenants relating to the construction of Improvements on each Lot; it is expressly noted that other provisions of the Declaration

and the Guiding Principles also address such requirements. Each Lot within MorganField is designated with an assigned Lot Type in the Guiding Principles. Each Lot Type has distinguishing characteristics and certain features that set it apart from other Lot Types. All Buildings and Improvements constructed on each Lot shall be designed and constructed in accordance with the requirements applicable to the Lot Type designation assigned to that particular Lot in the Guiding Principles, in addition to such other requirements as are provided in the Declaration. Height restrictions, use restrictions, Allowed Architectural Typology, placement requirements, parking requirements, Setback requirements, and requirements concerning porches, Fences and/or Garden Walls, are all set forth for each Lot Type on the corresponding page of the Urban Regulations within the Guiding Principles that applies to that particular Lot Type.

6. Principles Specific to Wildflower at MorganField. In accordance with Section 3.2(D), Declarant wishes to establish a plan for the development of the Wildflower at Morganfield Neighborhood. Therefore, the Additional Property shall be developed in accordance with the following additional guidelines, which are intended to supplement and not conflict with, the Guiding Principles.

- a. Residential Use. All Lots within Wildflower at Morganfield shall be used for single family residential purposes only and there shall be no commercial uses of a Lot except for home based businesses that do not invite or attract outside customers, guests or invitees.
- b. Natural Growth Area. Promotion of wildlife habitat with natural/undisturbed area is an inherit objective of Wildflower at Morganfield and each Owner is encouraged to make reasonable effort in this regard. In order to achieve and promote this objective, the following restrictions are hereby imposed on all Lots within the Wildflower at Morganfield Neighborhood:
 - i. Except for driveways and entryways required to access the Improvements on a Lot, each Lot shall have a natural growth area (“**Natural Growth Areas**”) extending a depth of 100 feet from the front property line and 50 feet from each side property line except to the extent such property line abuts a waterway. Additionally, Lots 1 and 10 shall maintain a 100 foot wide natural growth area on their southern property line and Lots 4 and 5 shall each maintain a 100 foot wide natural growth area along the road between these two Lots.
 - ii. Natural Growth Areas shall not be mowed nor shall any trees or brush be cleared (other than tallow trees) without the prior written approval of the Design Review Board.
 - iii. Planting of Louisiana native trees in Natural Growth Areas is permitted with prior written approval of the Design Review Board and, if permitted, shall be comprised of a minimum of 50 percent evergreen or semi-evergreen plant material. Preferred use of Louisiana native plants (other than trees) as listed by the LSU Agricultural Center for Research and Extension in natural growth areas is encouraged. Any plantings not native to Louisiana must be approved by Design Review Board.
 - iv. Except as necessary to establish a Lot’s boundaries (including but not limited to fence installation and maintenance) and to install and maintain entrance and driveways, no maintenance or alteration of any kind (other

than trash removal) is permitted in Natural Growth Areas without prior written approval of the Design Review Board.

- c. Animals. The Wildflower Owner's Association may permit the keeping and raising of livestock for an Owner's personal (but not commercial) use, subject to such rules and regulations as the Association may invoke. The design, location and materials of any fencing of permitted livestock shall be subject to approval by the Design Review Board.
- d. Commons. No maintenance shall be performed by an Owners in any Commons without Design Review Board approval. Vegetation in the Commons shall be maintained by the Wildflower Owner's Association to create a safe condition for pedestrians, bicyclists, and vehicles. The Wildflower Owner's Association shall install (or require an Owner to install to the extent such improvements and infrastructure are located on an Owner's Lot) plantings as may be needed to hide public utility improvements and infrastructure from view. All landscaping installed by an Owner near any Commons must not interfere with the use and enjoyment of the Commons by other Owners and must be approved by the Design Review Board.
- e. Fences. Any Fences located within 200 feet of the primary Dwelling must be constructed of either wood, composite wood, brick, vinyl, wrought iron or a combination thereof. Fencing of livestock must be approved by Design Review Board.
- f. Driveways and Entryways. All driveways and entryways through a Lot from the adjacent public road to the primary Dwelling must have sufficient curves as to not render the Dwelling or any other Improvements easily visible from the public road. If necessary, sufficient plantings must be installed to restrict the line of sight in accordance with the direction of the Design Review Board. Unless otherwise approved by the Design Review Board, entrance gates and driveways must comply with Exhibit B and cannot be constructed in such a way as to hinder use of the Commons (including utilities) by other Owners. Entrance gates are to incorporate architectural elements that complement the Wildflower entrance monument. All such designs are subject to the design review board.
- g. Building Restrictions. No Improvements shall be erected on any Lot within 50 feet of the rear property line without written approval of the Design Review Board.
- h. Maintenance Servitude. In addition to the servitudes granted by the Declaration, the Wildflower Owner's Association is hereby granted a 30 foot servitude along the shore of any and all water bodies for maintenance purposes.
- i. Neighborhood Assessment. The Wildflower Owner's Association shall collect a fee for maintaining the waterfront within the Neighborhood, and for providing other services to Owners of Lots within Wildflower at Morganfield ("**Neighborhood Assessment**"). The initial Neighborhood Assessment shall be \$500 per year per Lot, calculated in accordance with the Declaration. The amount of the Neighborhood Assessment is subject to change to reflect expected annual expenditures of the Association, as set forth in the Declaration.

- j. Mailboxes. Mailboxes shall only be permitted at the street on the south of the driveway located on a Lot and shall be the only structure, temporary or permanent, located at the edge of a Lot or driveway. Only Design Review Board approved mailboxes will be permitted.
- k. Utilities. All utilities shall be accessed through underground lines and connection points including, but not limited to, services for electricity, natural gas, telephone and cable television. No satellite dish, antennas or similar devices shall be placed within 100 feet of the public road or 50 feet of the side or rear property lines, and must be shielded from view with landscaping or other screening approved by the Design Review Board.
- l. Use of the Lake. Lake water may be used for irrigation purposes but, if the Wildflower Neighborhood Association determines, in its sole discretion, that due to drought or other conditions such use should be suspended, the Association may prohibit such use for such period of time as it deems appropriate.
- m. Trash and Garbage Disposal. No trash cans shall be left at curbside for more than 24 hours before and after scheduled pickup. No trash cans shall be visible from the public road when not at curbside for regular pickup. Driveway entrance designs shall provide a location to screen trash cans from public view if leaving them near the road is preferred. Trash cans stored at the driveway entrance shall be secured to prevent access by animals and from being blown away from their usual location.
- n. Environmentally friendly construction techniques are encouraged.
- o. Vehicles. In addition to the restrictions contained in the Declaration, no inoperable machinery or vehicles may be kept or stored on a Lot except for within an enclosed garage. No machinery or other vehicles may be parked for more than 24 hours within 100 feet from public road or 50 feet from any side or rear property line of a Lot.
- p. Signage. Notwithstanding Section 12.5 of the Declaration, an Owner may display one sign of no more than five square feet for the advertising of his or her Lot for sale or rent. Upon sale or rental of such Lot, all signs must be removed immediately.
- q. Natural Drainage. In cases where natural drainage of adjoining Lots is found to exist, nothing shall be done to cause same to be blocked or interfered with.
- r. For the purposes of voting rights for the Wildflower Neighborhood Association, Arrozal, LLC and Arrozal Investment Part B, LLC shall hold six (6) votes for each Lot owned by each of them. All other Owners shall have one (1) vote for each Lot owned.

Except as expressly stated herein, the Additional Property shall be otherwise subject to the Declaration.

7. This is the only modification made to the Declaration to date, which otherwise is in full force and effect in all respects other than as supplemented and amended herein.

EXECUTED by Declarant as of the 27th day of January 2015, in the presence of the undersigned competent witnesses and Notary Public.

Bethyn Dawson
Name: Bethyn Dawson

DECLARANT:
Arrozal, Limited Liability Company

By: Lucinda O'Quinn
Name: LUCINDA O'QUINN
Its: manager

Heather Hollan
Name: Heather Hollan

Janice L Areno
NOTARY PUBLIC

Printed Name: JANICE L. ARENO #1400
Notary Identification No. or Bar Roll No.: Notary Public, Calcasieu Parish, LA
My Commission expires: My Commission is Issued For Life

EXECUTED by Additional Wildflower Owners as of the 27th day of January 2015, in the presence of the undersigned competent witnesses and Notary Public.

Bethyn Dawson
Name: Bethyn Dawson

ADDITIONAL WILDFLOWER OWNERS:
Arrozal Investment Part B, Limited Liability Company

By: Lucinda H. O'Quinn
Name: LUCINDA H. O'QUINN
Its: manager

Heather Hollan
Name: Heather Hollan

Janice L Areno
NOTARY PUBLIC

Printed Name: JANICE L. ARENO #1400
Notary Identification No. or Bar Roll No.: Notary Public, Calcasieu Parish, LA
My Commission expires: My Commission is Issued For Life

EXECUTED by Additional Wildflower Owners as of the 28th day of January, 2014^{5 3ml}, in the presence of the undersigned competent witnesses and Notary Public.

[Signature]
Name: Steve Abel
[Signature]
Name: Wallace Livingston

ADDITIONAL WILDFLOWER OWNERS:

[Signature]
LEO PAUL BONIN, II, Individually, and as Agent and Attorney in Fact for OLIVE W. BONIN

[Signature]
NOTARY PUBLIC
Printed Name: Susie M Lytle
Notary Identification No. or Bar Roll No.: 41778
My Commission expires: at death

EXECUTED by Additional Wildflower Owners as of the 28th day of January, 2014^{5 3ml}, in the presence of the undersigned competent witnesses and Notary Public.

[Signature]
Name: Steve Abel
[Signature]
Name: Wallace Livingston

ADDITIONAL WILDFLOWER OWNERS:

[Signature]
NATHAN DONDIS

[Signature]
NOTARY PUBLIC
Printed Name: Susie M Lytle
Notary Identification No. or Bar Roll No.: 41778
My Commission expires: at death

EXECUTED by Additional Wildflower Owners as of the 29th day of January, ²⁰¹⁵~~2014~~, in ^{Kmg}~~did~~
the presence of the undersigned competent witnesses and Notary Public.

[Signature]
Name: FRANCIS DONALD JAMES
[Signature]
Name: SHANEYING

ADDITIONAL WILDFLOWER OWNERS:
[Signature]
CARRIE BONIN DONDIS

Kristi M. George
NOTARY PUBLIC
Printed Name: Kristi M. George
Notary Identification No. or Bar Roll No.: 078017
My Commission expires: upon death

Embossed Herein
Is My Calcasieu Parish
State Of Louisiana
Notary Seal
KRISTI M. GEORGE
Notary ID # 078017
My Commission Is For Life

Exhibit A
Legal Description of Additional Property

ARROZAL, LLC PORTION OF WILDFLOWER SUBDIVISION

That certain tract or parcel of land lying in the Northeast Quarter (NE/4) and the North Half of the Southeast Quarter N/2 of SE/4) of Section Twenty-six (26), Township Ten (10) South, Range Eight (8) West, Calcasieu Parish, Louisiana, including portions of Lot L-1 of Waterside Subdivision Part One, a subdivision as per plat recorded in the records of Calcasieu Parish, Louisiana, being more particularly described as follows:

Commencing at the Southwest corner of Section Twenty-six (26), Township Ten (10) South, Range Eight (8) West, Calcasieu Parish, Louisiana;

Thence North 00° 48' 23" East, along the West line of said Section Twenty-six (26), for a distance of 1317.94 feet to the Southwest corner of the North Half of the Southwest Quarter (N/2 of SW/4) of said Section Twenty-six (26);

Thence North 89° 59' 05" East, along the North line of said North Half of the Southwest Quarter (N/2 of SW/4) and the North line of the North Half of the Southeast Quarter (N/2 of SE/4) of said Section Twenty-six, for a distance of 3794.46 feet to a set P/K nail lying 12.49 feet East of the Southeast corner of Waterside Subdivision Part One, the Point of Beginning of herein described tract;

Thence North 00° 11' 25" West, along a Southerly projection of the East bank of an existing lake, for a distance of 30.00 feet to the intersection of said East bank of the existing lake with the North right-of-way line of Louisiana Highway 14;

Thence meandering in a general Northerly direction, along the bank of an existing lake the following courses;

North 00° 11' 25" West, for a distance of 68.10 feet;

North 12° 40' 55" East, for a distance of 43.33 feet;

North 44° 10' 19" East, for a distance of 21.38 feet;

North 05° 06' 49" West, for a distance of 86.89 feet;

North 83° 08' 01" West, for a distance of 47.52 feet;

North 31° 26' 02" West, for a distance of 16.53 feet;

North 14° 09' 02" East, for a distance of 33.89 feet;

North 37° 18' 35" East, for a distance of 48.14 feet;

North 14° 38' 45" East, for a distance of 147.65 feet;
North 43° 40' 05" East, for a distance of 62.03 feet;
North 03° 43' 43" West, for a distance of 13.93 feet;
North 27° 52' 32" West, for a distance of 108.67 feet;
North 09° 52' 35" West, for a distance of 42.53 feet;
North 11° 25' 26" East, for a distance of 210.17 feet;
North 07° 39' 36" East, for a distance of 235.99 feet;
North 43° 41' 30" East, for a distance of 54.60 feet;
North 54° 09' 28" East, for a distance of 64.94 feet;
North 00° 09' 28" West, for a distance of 36.29 feet;
North 24° 36' 49" West, for a distance of 180.52 feet;
North 11° 08' 25" East, for a distance of 145.41 feet;
North 57° 12' 29" East, for a distance of 107.92 feet;
North 04° 20' 34" West, for a distance of 24.13 feet;
North 39° 16' 52" West, for a distance of 66.38 feet;
North 01° 39' 36" West, for a distance of 27.51 feet;
North 20° 01' 18" East, for a distance of 56.21 feet;
North 42° 23' 42" East, for a distance of 13.86 feet;
North 42° 23' 42" East, for a distance of 27.73 feet;
North 61° 57' 51" East, for a distance of 56.91 feet;
North 28° 23' 08" East, for a distance of 25.17 feet;
North 05° 38' 09" East, for a distance of 82.83 feet;
North 18° 43' 33" East, for a distance of 193.91 feet;

North 23° 12' 52" East, along the aforesaid East bank of the existing lake and a Northerly projection thereof, for a distance of 132.53 feet to the intersection with the South right-of-way line of a future road, having a right-of-way width of 60.0 feet;

North 06° 55' 56" East, for a distance of 62.70 feet to the North right-of-way line of said future road;

North 24° 36' 41" East, along a Southerly projection of the aforesaid East bank of the existing Lake and said East bank, for a distance of 53.04 feet;

Thence meandering in a general Northerly direction, along the bank of an existing lake the following courses;

North 61° 37' 26" East, for a distance of 121.18 feet;

North 42° 25' 19" East, for a distance of 57.35 feet;

North 22° 37' 25" East, for a distance of 96.48 feet;

North 43° 55' 05" East, for a distance of 275.12 feet;

North 67° 44' 57" East, for a distance of 545.17 feet;

North 36° 52' 19" East, for a distance of 128.23 feet;

North 25° 48' 16" West, for a distance of 92.8 feet;

South 49° 24' 15" West, for a distance of 180.2 feet;

South 60° 55' 25" West, for a distance of 314.25 feet;

North 66° 01' 47" West, for a distance of 77.78 feet;

North 08° 31' 02" East, for a distance of 55.93 feet;

North 51° 56' 46" East, for a distance of 189.68 feet;

North 25° 25' 15" East, for a distance of 108.77 feet;

North 50° 53' 31" East, for a distance of 220.43 feet;

North 33° 31' 14 East, for a distance of 194.11 feet;

North 59° 18' 09" East, for a distance of 146.61 feet;

North 34° 47' 23" East, for a distance of 122.70 feet;

North 48° 13' 47" East, for a distance of 43.61 feet to a point on the East line of the aforesaid Section Twenty-six (26);

Thence South 00° 52' 52" West, along said East line of Section Twenty-six (26), for a distance of 2068.21 feet to a point lying on the West right-of-way line of the Lake Charles Harbor and Terminal District Railroad;

Thence South 32° 51' 51" West, along said West right-of-way line, for a distance of 1874.65 feet to the intersection with the aforesaid North line of the North Half of the Southeast Quarter (N/2 of SE/4) of Section Twenty-six;

Thence South 89° 59' 05" West, along said North line of the North Half of the Southeast Quarter (N/2 of SE/4), for a distance of 537.17 feet to the Point of Beginning.

Herein described tract containing 3,178,651.63 square feet or 72.972 acres, more or less, subject to the right-of-way for Louisiana Highway 14 across the South side thereof any servitudes.

easement easements, rights-of-way or servitudes of record or by use.

ARROZAL PART B, LLC PORTION OF WILDFLOWER SUBDIVISION

That certain tract or parcel of land lying in the Northwest Quarter (NW/4) of Section Twenty-five (25), Township Ten (10) South, Range Eight (8) West, Calcasieu Parish, Louisiana, being more particularly described as follows:

Commencing at the Southwest corner of Section Twenty-six (26), Township Ten (10) South, Range Eight (8) West, Calcasieu Parish, Louisiana;

Thence North 00° 48' 23" East, along the West line of said Section Twenty-six (26), for a distance of 1317.94 feet to the Southwest corner of the North Half of the Southwest Quarter (N/2 of SW/4) of said Section Twenty-six (26);

Thence North 89° 59' 05" East, along the North line of said North Half of the Southwest Quarter (N/2 of SW/4) and the North line of the North Half of the Southeast Quarter (N/2 of SE/4) of said Section Twenty-six, for a distance of 3794.46 feet to a set P/K nail lying 12.49 feet East of the Southeast corner of Waterside Subdivision Part One;

Thence North 89° 59' 05" East, along said North line of the North Half of the Southeast Quarter (N/2 of SE/4), for a distance of 537.17 feet to the intersection with the West right-of-way line of the Lake Charles Harbor and Terminal District Railroad;

Thence North 32° 51' 51" East, along said West right-of-way line, for a distance of 1874.65 feet to a point on the West line of the aforesaid Section Twenty-five (25), the Point of Beginning of herein described tract;

Thence North 00° 52' 52" East, along said West line of Section Twenty-five (25), for a distance

Exhibit B
Design Components for Entrance Gates and Driveways

