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August 25, 2011

Jeffrey K. Cody
Shows, Cali, Berthelot & Walsh, LLP
Post Office Drawer 4425
Baton Rouge, LA 70821-4425

RE: William Tugwell, IV, et al
vs. The Lake at Belle Terre Homeowners Association, et al
Suit No. 130,608, Division "E"
21st JDC, Parish of Livingston

Dear Jeff:

I am enclosing the Answer to Reconventional Demand that I am filing with the Court. As mentioned therein and in our prior telephone conversation, I intend to file a Restated Supplemental Petition within the next 2 weeks.

Thank you for your courtesy and attention.

Sincerely yours,



Thomas D. Fazio

TDF/mr
enclosure

WILLIAM T. TUGWELL, IV, KARRI
TUGWELL, HUDSON TABOR, V,
MARGA TABOR, MARY PIKE, MIKE
DEMAREE, MICHAEL PENDARVIS
AND CHERISH PENDARVIS

SUIT NO. 130,608 DIVISION "E"

21ST JUDICIAL DISTRICT COURT

VERSUS

PARISH OF LIVINGSTON

THE LAKE AT BELLE TERRE
HOME OWNERS ASSOCIATION, INC.
and JEFF ZETTLEMOYER

STATE OF LOUISIANA

ANSWER TO RECONVENTIONAL DEMAND

NOW INTO COURT, through undersigned counsel, come William T. Tugwell, IV, Karri Tugwell, Hudson Tabor, V, Marga Tabor, Mike Demaree, Michael Pendarvis and Cherish Pendarvis, made defendants-in-reconvention herein, who respond to the reconventional demand of The Lake at Belle Terre Home Owners Association, Inc. as follows:

1.

The allegations of Paragraph I of the reconventional demand are admitted.

2.

The allegations of Paragraph II of the reconventional demand are admitted as to the original restrictive covenants as described in the original petition filed herein.

3.

The allegations of Paragraph III of the reconventional demand require no answer.

4.

The allegations of Paragraph IV of the reconventional demand require no answer.

5.

The allegations of Paragraph V of the reconventional demand are admitted.

6.

The allegations of Paragraph VI of the reconventional demand are denied for lack of sufficient information to justify a belief therein.

7.

The allegations of Paragraph VII of the reconventional demand are denied for lack of sufficient information to justify a belief therein.

8.

The allegations of Paragraph VIII of the reconventional demand are denied for lack of sufficient information to justify a belief therein.

9.

The allegations of Paragraph IX of the reconventional demand are denied for lack of sufficient information to justify a belief therein.

10.

The allegations of Paragraph X of the reconventional demand are denied for lack of sufficient information to justify a belief therein.

11.

The allegations of Paragraph XI of the reconventional demand state a conclusion which is denied if answer is required.

12.

The allegations of Paragraph XII of the reconventional demand are denied for lack of sufficient information to justify a belief therein.

13.

The allegations of Paragraph XIII of the reconventional demand are denied for lack of sufficient information to justify a belief therein.

14.

The allegations of Paragraph XIV of the reconventional demand are denied.

15.

The allegations of Paragraph XV of the reconventional demand state a conclusion which is denied if answer is required.

16.

The allegations of Paragraph XVI of the reconventional demand are denied as written.

17.

The allegations of Paragraph XVII of the reconventional demand are admitted.

18.

The allegations of Paragraph XVIII of the reconventional demand are admitted.

19.

The allegations of Paragraph XIX of the reconventional demand state conclusions which are denied if answer is required.

20.

The allegations of Paragraph XX of the reconventional demand are denied.

21.

The allegations of Paragraph XXI of the reconventional demand are denied.

22.

The allegations of Paragraph XXII of the reconventional demand are admitted.

23.

The allegations of Paragraph XXIII of the reconventional demand are denied.

24.

The allegations of Paragraph XXIV of the reconventional demand admitted.

25.

The allegations of Paragraph XXV of the reconventional demand state conclusions which are denied if answer is required.

26.

The allegations of Paragraph XXVI of the reconventional demand are denied. Further answering, the Association is not entitled to collect fines for violations of restrictions for the reasons set forth in the original petition and the restated supplemental petition to be filed shortly hereafter. Even if it is determined that fines may be validly assessed, the boat and trailer complained of were sold by the Tugwells and moved off the lot more than one (1) year ago. Further answering, to the extent it is determined that the Tugwells have kept poultry in their backyard, the poultry has been present in the backyard for several years; thus, the Association's claims are prescribed.

27.

The allegations of Paragraph XXVII of the reconventional demand are denied. Further answering, the Association and its officers are raising ducks and geese on the lake in the subdivision.

28.

The allegations of Paragraph XXVIII of the reconventional demand state a conclusion which is denied if answer is required.

29.

The allegations of Paragraph XXIX of the reconventional demand are denied.

30.

The allegations of Paragraph XXX of the reconventional demand state a conclusion which is denied if answer is required.

31.

The allegations of Paragraph XXXI of the reconventional demand are denied.

32.

The allegations of Paragraph XXXII of the reconventional demand are denied.

AND NOW, FURTHER ANSWERING THE RECONVENTIONAL DEMAND,
DEFENDANTS-IN-RECONVENTION ALLEGE AND PLEAD AS FOLLOWS:

33.

The allegations of the reconventional demand will be further addressed in a Restated Supplemental Petition to be filed herein.

WHEREFORE, DEFENDANTS-IN-RECONVENTION PRAY that after all due proceedings had there be judgment herein dismissing the reconventional demand at the sole cost of the plaintiff-in-reconvention.

Respectfully submitted,

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BY: 

Thomas D. Fazio - Bar Roll No. 16911

WILLIAM T. TUGWELL, IV, KARRI
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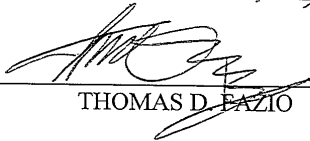
CERTIFICATE

I HEREBY CERTIFY that a copy of the above and foregoing Answer to Reconventional Demand has been forwarded this day to the following counsel of record:

Jeffrey K. Cody
Shows, Cali, Berthelot & Walsh
Post Office Drawer 4425
Baton Rouge, Louisiana 70821-4425
Telephone: (225) 346-1461

by placing same into the United States mail, properly addressed and first-class postage prepaid.

Baton Rouge, Louisiana, this 25th day of August, 2011.



THOMAS D. FAZIO