

Declaration of Covenants, Conditions And Restrictions

For

The Country Club of Louisiana
Subdivision

August 14, 1985

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***Declaration of Covenants, Conditions, and Restrictions
for
The Country Club of Louisiana Subdivision***

This Declaration is made as of the 14th day of August 1985, by:

Country Club Joint Venture, a Louisiana joint venture among partnership in commendam, herein represented by its General Partner, John P. Miller:

Jack Nicklaus Development Corporation of Louisiana, a Louisiana corporation domiciled in East Baton Rouge Parish herein represented by its President, J. Robert Sierra; and John P. Miller, individually (hereinafter referred to as the "Country Club Joint Venture").

WHEREAS, Country Club Joint Venture is the owner of certain immovable property located in East Baton Rouge Parish, Louisiana, and more particularly described as Parcels 4, 14, 15, 16 and 18 on Exhibit "A", attached hereto, and Country Club Joint Venture desires to subject such property to the provisions of this Declaration and to have constructed on the property The Country Club of Louisiana Subdivision, a residential community, and to provide a flexible and reasonable method for the administration and maintenance of such property;

WHEREAS, as hereinafter provided in this Declaration, Country Club Joint Venture has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part to the residential community described herein, all or any portion of the property described as "***Additional Property***" on Exhibit "B" attached hereto and such other property as Country Club Joint Venture may acquire from time to time and wish to subject to the terms of this Declaration; and

WHEREAS, in connection with the development of the aforesaid residential community, Louisiana Founders Partnership in Commendam is developing that certain Country Club consisting of a golf course, clubhouse, and other recreational facilities and amenities on that certain real property described as "***Country Club Property***" on Exhibit "C" attached hereto.

NOW, THEREFORE, Country Club Joint Venture hereby declares that Parcel 4,14, 15, 16 and 18 described on Exhibit "A" shall be held, transferred, sold, conveyed, charge liens and conditions which are for the purpose of protecting the value and desirability of and which shall run with title to the immovable property subjected to this Declaration, and which shall be binding on all parties having any right, title, or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and where provided herein, shall benefit the property on which aforesaid Development is located.

***Article I
Definitions***

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words, shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "***Additional Property***" shall mean and refer to the immovable property shown on Exhibit "B" attached hereto or any amendments thereto and all improvements thereon together with such other additional property and all improvements thereon as Declarant shall acquire from time to time and by amendment to this Declaration recorded in the Records of the Clerk of Court in and for the Parish of East Baton Rouge, Louisiana.

(b) "***Architectural Review Committee***" shall mean and refer to the committee which shall be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided in Article X hereof.

(c) "***Article of Incorporation***" shall mean and refer to the Articles of Incorporation of The Country Club of Louisiana Property Owners Association, Inc., as amended from time to time.

(d) **“Assessments”** shall mean and refer to an Owner’s share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

(e) **“Association”** shall mean and refer to The Country Club of Louisiana Property Owners Association, Inc., a Louisiana non-profit corporation.

(f) **“Board of Directors”** or **“Board”** shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(g) **“By-Laws of the Association”** or the **“By-Laws”** shall mean and refer to those by-laws of The Country Club of Louisiana Property Owners Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.

(h) **“Club Owner”** shall mean and refer to the owner of the property on which the Country Club is located, and its successors, assigns and successors-in-title with respect thereto.

(i) **“Common Areas”** shall mean and refer to all real and personal property now or hereafter owned by the Association or over which the Association holds servitude for the common or restricted use and enjoyment of the Owners. Included within the Common Areas are the lakes, maintenance areas, roads, streets, parking lots, walkways, sidewalks, the recreational area, street lighting, and signage. The Common Areas to be owned by the Association or over which the Association shall hold a servitude at the time of the conveyance of the first Lot or Dwelling to an Owner other than Declarant are those tracts or parcels of land shown on the Subdivision Plat, less and except the individual Lots, Dwellings, High Density Residential Areas, the Country Club Property, and the Additional Property. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any servitude of use or enjoyment therein.

(j) **“Common Expenses”** shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

(k) **“Country Club”** shall mean and refer to the golf course and related club facilities developed by the Club Owner in conjunction with and adjacent to the Development and shown on the Subdivision Plat, including the eighteen hole golf course, golf driving range, putting green, golf cart paths, tennis courts, swimming pool, clubhouse, tennis and golf pro shops, locker room facilities, food and beverage facilities and other related facilities. Louisiana Founders Partnership in Commendam owns the Country Club and the Country Club is not part of the Common Areas nor is it governed by the provisions of this Declaration except as specifically provided herein. Neither Owner Occupant nor the Association shall have any rights in and to, or obligations with respect to, the Country Club except as expressly and specifically provided herein.

(l) **“Country Club Property”** shall mean and refer to that certain property on which the Country Club is located and which is shown on Exhibit “C” attached hereto or any amendments thereto.

(m) **“Declarant”** shall mean and refer to the person who has executed this Declaration, or any successor-in-title to the entire interest of such person with respect to the Property and the Additional Property at the time of such transfer to his successor-in-title, or any party who acquires such person’s entire interest with respect to the Property and the Additional Property at the time of such acquisition pursuant to the foreclosure of a Mortgage encumbering such person’s interest in the Property and the Additional Property.

(n) **“Declaration”** shall mean and refer to this Declaration of Covenants, Conditions, and Subdivision Restrictions for The Country Club of Louisiana Subdivision and all amendments thereof filed for record in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana.

(o) **“Development”** with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon.

(p) **“Dwelling”** with an initial capital letter, shall mean and refer to any improved property intended for the use as a single-family detached dwelling or as a townhouse, condominium unit, or patio or cluster home, whether detached or attached, located within the Development.

(q) **“Foreclosure”** shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a dation en paiement in lieu of a judicial foreclosure.

(r) **“Lease”** shall mean and refer to any lease, sublease, or rental contract, whether oral or written.

(s) **“Living Area”** shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

(t) **“Lot”** shall mean and refer to any unimproved portion of the Property upon which it is intended that a Dwelling shall be constructed, as such Lots are shown on the Subdivision Plat. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such parcel and the improvements thereon shall collectively be considered to be a Dwelling for purposes of the Declaration.

(u) **“Mortgage”** with an initial capital letter, shall mean and refer to a credit sale, mortgage, or other similar security instrument granting, creating, or conveying a lien upon, or a security interest in, a Lot or Dwelling, or High Density Residential Area (or any portion thereof.)

(v) **“Mortgagee”** with an initial capital letter shall mean and refer to the holder of a Mortgage.

(w) **“High Density Residential Area”** shall mean and refer to any portion of the Property in which common elements are owned either by the Owners residing in such High Density Residential Area as owners indivision or by the High Density Residential Association composed of such Owners, and within which it is intended that there will be constructed, attached or detached town homes, condominium units, cluster homes, or patio homes.

(x) **“High Density Residential Association”** shall mean and refer to a corporation or an unincorporated association whose shareholders or members are comprised entirely of Owners of Dwellings within a High Density Residential Area.

(y) **“High Density Residential Declaration”** shall mean and refer to any instrument or document, and any amendments thereto, which is recorded in the records of the Clerk of Court for East Baton Rouge Parish, Louisiana, with respect to any High Density Residential Area and Which creates a condominium or horizontal or vertical property regime for such High Density Residential Area or imposes covenants, conditions, servitude or restrictions with respect to such High Density Residential Area.

(z) **“Occupant”** shall mean and refer to any person, including, without limitation, and Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.

(aa) **“Owner”** with an initial capital letter, shall mean and refer to one or more persons, including Declarant, who or which owns title to any Lot or Dwelling or High Density Residential Area.

(bb) **“Parcel”** a part of the Property or Additional Property as shown on one or more Subdivision Plats.

(cc) **“Person”** shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(dd) **“Property”** with an initial capital letter, shall mean and refer to Parcels 4, 14, 15, 16 and 18 described on Exhibit “A”, together with all improvements thereon, and, upon submission to the provisions of this Declaration, the tracts or parcels of land described as Additional Property, or any portion thereof or any tracts or parcels of land hereafter added thereto, together with all improvements thereon.

(ee) “**Subdivision Plat**” shall mean and refer to those certain plats of The Country Club of Louisiana Subdivision, dated the 14th day of August, 1985, consisting of six (6) sheets and prepared in part by Ferris and Associates Engineers, Inc. and in part by Evans Graves Engineers, Inc. which Subdivision Plat is filed as Original 582, Bundle 9777, of the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, together with (I) any future revisions thereof or (ii) any subdivision plat for any portion of the Additional Property as may be submitted in the future to the terms of this Declaration, as may be recorded from time to time in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana.

Article II
Plan of Development

2.01 Plan of Development of Property. The Property shall include the Common Areas, including roads, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, to the extent the same are from time to time installed and existing. The dimensions of the Lots are shown on the Subdivision Plat. All Lots and High Density Residential Areas within the Development shall be and are hereby restricted exclusively to residential use (except those Parcels which may be added by the Declarant to the Property for use as Corporate Villas as provided in Article 2.02 (g) below) and shall be subject to the standards and restrictions set forth in Article X hereof. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling Primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, to make improvements and changes to all Common Areas and to all Lots or Dwellings owned by Declarant, including, without limitation, (i) installation and maintenance of any improvements in and to the Common Areas, (ii) changes in the location of the boundaries of any Lots or Dwellings owned by Declarant or of the Common Areas, (iii) installation and maintenance of any water, sewer, and other utility systems and facilities, (iv) changes in the boundaries between the Country Club Property and any portion of the Property owned by Declarant or between the Country Club Property and any portion of the Additional Property, and (v) installation of security and/or refuse facilities.

2.02 Plan of Development of Additional Property. Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property or a portion or portions thereof to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Property. This option may be exercised by Declarant in accordance with the following rights, conditions, and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to Development.

- (a) The option may be exercised from time to time during a period of fifteen (15) years from the date of this Declaration provided, however, that Declarant reserves the right to terminate such option, in whole or in part, at any time prior to the expiration of such fifteen (15) year period by executing and filing any agreement evidencing such termination in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, and, except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such fifteen (15) year period.
- (b) The description of the Additional Property as of the date hereof is set forth on the Subdivision Plat; portions of the Additional Property (together with additions thereto made in accordance herewith) may be added to the Development at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Development. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.
- (c) If the Additional Property or any portion thereof is added to the Development, the Lots developed therein and the Dwellings constructed thereon will be restricted exclusively to residential use (except as provided in sub-paragraph (g) below) and will be subject to the standards and restrictions set forth in Article X hereof as same may be changed by Declarant with respect to Additional Property. In addition, all Dwellings and other improvements constructed thereon will be substantially consistent in terms of quality of construction to those Dwellings and improvements located elsewhere within the Development, subject to

distinctions in construction techniques between single-family detached residences and townhouses, condominium units, and cluster or patio homes, whether detached or attached.

- (d) If the Additional Property or any portion thereof is added to the Development, Declarant reserves the right to designate the size of the Lots and the boundaries of the Lots, Dwellings, High Density Residential Areas, and Common Areas, if any, to be added to the Development in connection therewith.
- (e) Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, as aforesaid, Declarant shall not be obligated to impose on the Additional Property or any portion thereof any covenants, conditions, or restrictions the same, similar or dissimilar to those contained herein.
- (f) The option reserved by Declarant to cause all or any portion of the Additional Property to become part of the Development shall in no way be construed to impose upon Declarant any obligation to add all or any portion of the Additional Property to Development or to construct thereon any improvements of any nature whatsoever.
- (g) Declarant may submit one or more Parcels of the Additional Property to this Declaration for development and use of buildings, facilities and amenities ("*Corporate Villas*") to be used for temporary or permanent housing, social and business entertainment, business conferences and seminars, and related uses of the respective Owners and their invitees (whether gratuitously or for rent). Each Owner of a Lot or Corporate Villa within such Parcels shall be a member of the Association to the same extent as an Owner pursuant to Articles III and IV of this Declaration and shall be subject to the same obligations, personal and real, imposed upon Owners under this Declaration except the use of such lots in those Parcels shall not be limited exclusively to residential use.

The option reserved under this Section 2.02 may be exercised by Declarant only by the execution of an amendment to this Declaration which shall be filed in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, together with a revision of or an addition to the Subdivision Plat showing the Additional Property or such portion or portions thereof as are being added to the Development by such amendment, as well as the Lots and/or High Density Residential Areas thereon. Simultaneously therewith, Declarant shall convey to the Association the Common Areas, (either in full ownership or a perpetual servitude of use), if any, contained within the Additional Property, or such portion thereof so submitted, such conveyance to be subject to the lien for taxes not yet due and payable, all servitude and restrictions of record, utility servitude serving or otherwise encumbering the Property and/or the Additional Property, and any exceptions which would be disclosed by a survey or physical inspection of such Parcel(s). Any such amendment shall expressly submit the Additional Property or such portion thereof to all the provisions of this Declaration, as same may be changed with respect to such Additional Property or portion thereof. If the Additional Property or any portion thereof is added to the Development, then from and after such addition, the number of votes in the Association shall be increased by the number of Lots or Dwellings located in such addition so that there shall continue to be one vote in the Association per Lot or Dwelling in the Development.

2.03 High Density Residential Associations. It is presently contemplated that there may be established by Declarant, its successors or assigns, High Density Residential Associations limited to the Owners of Lots or Dwelling within the High Density Residential Areas located within such portion or portions of the Property designated as High Density Residential Area by Declarant in order to promote their health, safety, and social welfare, as well as to provide for the maintenance of Dwellings and/or common areas owned by such Owners and/or such High Density Residential Associations, provided that such Owners shall also be members of the Association and such Lots and Dwellings shall continue to be subject to the terms of the Declaration. Such High Density Residential Areas may be subject to High Density Residential Declarations which impose covenants and restrictions which are in addition to, but not in abrogation or substitution of, those imposed hereby, and such High Density Residential Associations may levy additional assessments and make and enforce supplementary covenants, restrictions, rules, and regulations with respect to such High Density Residential Areas.

2.04 Country Club. Louisiana Founders Partnership in Commendam, as Club Owner, intends

to develop the Country Club on the Country Club Property. The Country Club shall be a private club, separate and distinct from the Association and governed by its own rules, regulations, and requirements. The Country Club and the Country Club Property shall not be part of the Common Areas, and neither the Association nor any Owner shall have any right or privilege in and to the Country Club or the amenities contained therein, including the right to enter upon or use the Country Club facilities, except under such conditions and requirements as may be established by the Club Owner from time to time. In the event that the portion of the Country Club Property that is developed for use as a golf course, or any part thereof, is not used as a golf course, such portion, or part thereof, shall be maintained as open area.

2.05 Interest Subject to Plan of Development. Every purchaser of a Lot or Dwelling shall purchase such Lot or Dwelling and every Mortgagee and lien holder holding a security interest therein shall take title, or hold such security interest with respect thereto, with notice of Declarant's plan of development as herein set forth, and Declarant shall have and does hereby specifically reserve the right to add the Additional Property or any portion or portions thereof to the Development as herein above provided, and, with respect to each Lot or Dwelling located within the Additional Property, to convey to the Purchaser thereof the title to the Lot or Dwelling and its appurtenant membership and voting rights in the Association. Any provision of this Declaration to the contrary notwithstanding, the provisions of the foregoing plan of development set forth in this Article II may not be abrogated, modified, rescinded, supplemented, or amended in whole or in part without the prior written consent of Declarant.

Article III Property Rights

3.01 General. Each Lot or Dwelling shall be conveyed, transferred, and encumbered subject to the provisions of this Declaration. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Dwelling, subject to the provisions of this Declaration, including without limitation, the provisions of this Article III. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the furnishing of utilities or other services to a Lot, Dwelling, or High Density Residential Area lie partially within and partially outside of the designated boundaries of the Lot, Dwelling, or High Density Residential Area, any portions thereof which serve only such Lot, Dwelling, or High Density Residential Area shall be deemed to be a part of such Lot, Dwelling, and High Density Residential Area and any portions thereof which serve more than one Lot, Dwelling, or High Density Residential Area, or any portion of the Common Areas, shall be deemed to be a part of the Common Areas. The ownership of each Lot and Dwelling shall include, and there shall pass with each Lot and Dwelling as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, which shall include, but not be limited to, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of a Lot or Dwelling ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title to his Lot or Dwelling, and upon such transfer, such former Owner shall simultaneously transfer and endorse to his successor-in-title any certificates or other evidences of his membership in the Association. Lots shall not be subdivided, and, except as provided in Sections 2.01 and 3.06 hereof, the boundaries of Lots shall remain as established by the Subdivision Plat. However nothing herein shall prohibit the addition to an existing Lot of a portion of another Lot or of one or more entire Lots. However, when a part of one Lot is added to an existing Lot, the remainder of such Lot shall be added to another contiguous Lot or, with the prior consent of the Association and Declarant, to contiguous Common Area. In no event shall the addition of a fractional Lot to an existing Lot result in any Lot having dimensions reduced from the original dimensions shown on the Subdivision Plat without the consent of at least a majority of the Owners in the Parcel of which the re-subdivided Lots are a part, and of Declarant as long as Declarant has the option to add Additional Property pursuant to Article 2.02.

3.02 Owner's Servitude of Enjoyment. Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner, his family, tenants, and guests shall have a non-exclusive right, privilege, and servitude of use and enjoyment in and to the Common Areas, such servitude to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to following provisions:

- (a) The right of the Association to borrow money (i) for the purpose of improving the Common Areas, or any portion thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the common Areas, or (iv) for providing the services authorized herein, and, subject to the provisions of

Section *.02 hereof, to give as security for the payment of any such loan a mortgage or other security instrument covering all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interests, options, licenses, servitudes, and privileges herein reserved or established for the benefit of Declarant, any Owner, the Club Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

- (b) The rights and servitudes reserved to Declarant in Sections 3.05,3.06,3.08,3.10, 3.11, 3.12 and 3.13.
- (c) The right of the Association to grant and accept servitudes as provided in Section 3.07 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas to East Baton Rouge Parish, Louisiana, or to any other public agency or authority, public service district, public or private utility, or other person, provided that such transfer of the fee simple title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Association and by Declarant, for so long as Declarant owns any Lot or Dwell in primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.
- (d) The rights and servitudes reserved in Section 3.09 hereof for the benefit of the Association, its directors, officers, agents, and employees.
- (e) The rights and servitudes reserved in Section 3.11 hereof for the benefit of the Additional Property.
- (f) The rights and servitudes reserved to Club Owner with respect to the Country Club in Section 3.14.
- (g) This servitude of use, insofar as it affects any lake located within the Property shall be limited to Owners of Lots or Dwellings abutting such lakes, provided that the use of any motorized craft upon the lakes shall be prohibited.

3.03 Recreational Facilities. Subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors, every Owner and his family, tenants and guests shall have and is hereby granted the non-exclusive right, privilege, and servitude of access to and the use and enjoyment of the recreational area and amenities as are now or hereafter located in the Common Areas. An Owner may assign to the tenant of his Lot or Dwelling such Owner's rights of access to and use of the recreational facilities so that such tenant, his family and guests shall be entitled to the access to and use and enjoyment of the recreational facilities on the same basis as an Owner and his family and guests.

3.04 Access. All Owners, by accepting title to Lots or Dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times. In order to provide such access, Declarant, subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors, does hereby grant unto the Owners of any Lot, Dwelling, or High Density Residential Area a non-exclusive servitude of passage over those streets and/or pedestrian paths designated on any one or more Subdivision Plats of the Property and the streets or pedestrian paths designated on subsequent Subdivision Plats of Additional Property submitted to this Declaration. There is reserved unto Declarant, the Association, and their respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development.

3.05 Servitudes for Declarant. During the period that Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, Declarant shall have an alienable and transferable real right and servitude on, over, through, under, and

across the Common Areas for the purpose of constructing Dwellings and other improvements in and to the Lots and within High Density Residential Areas and the Additional Property and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by this declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and servitude set forth herein and regardless of whether Declarant at that time retains ownership of a Dwelling or Lot or has the right to submit the Additional Property or any portion thereof to the Development, Declarant shall have an alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Areas and improvements thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the right of Owners in the Development to the use of the Common Areas.

3.06 Changes in Boundaries; Additions to Common Areas. Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas, any Lots, Dwellings, or High Density Residential Areas owned by Declarant, and, with the written consent of Club Owner, the Country Club Property, including the realignment of boundaries between adjacent Lots, Dwellings, and/or High Density Residential Areas owned by Declarant, provided that any such change or realignment of boundaries shall not materially decrease the acreage of the Common Areas and shall be evidenced by a revision of or an addition to the Subdivision Plat which shall be recorded in the Map Records of the Clerk of East Baton Rouge Parish, Louisiana. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any portion of the Additional Property, as an addition to the Common Areas and subject to the title exceptions set forth in Section 2.02 hereof. Furthermore, Declarant reserves for itself its affiliates, successors, and assigns the right, but shall not have the obligation, to convey, without warranty, to the Association at any time and from time to time, as an addition to the Common Areas, either full ownership or a perpetual servitude of use, such other portion of the Development owned by Declarant as it, in its discretion, shall choose.

3.07 Servitude for Utilities and Public Services. (a) There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude, as well as the power to public authority, or agency, public service district, public or private utility, or other person, upon, over, under, and across all of the Common Areas and all portions of the High Density Residential Areas in which Dwellings are not constructed or erected, and for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Provided that the right to grant servitude over High Density Residential Areas shall cease upon transfer of the property to a third party by Declarant. Such Servitude may be granted or accepted by Declarant, its successors or assigns, or by the Board of Directors, provided, however, that for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Board of Directors must obtain the written consent of the Declarant prior to granting and accepting any such servitude. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such servitude and facilities, it shall be expressly permissible for the providing utility company or other supplier or services, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) Declarant hereby grants to East Baton Rouge Parish, Louisiana, or such other governmental authority or agency as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and servitude upon, over and across all of the common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

3.08 Servitudes for Walks, Trails, Signs and Perimeter Wall. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude upon, over, and across those strips of land ten (10) feet in width located along and contiguous to those boundaries which are contiguous to streets and roads for all Lots and all Dwellings for the installation, maintenance, and

use of sidewalks, traffic directional signs, and related improvements, provided that Declarant shall have no obligations to construct any such improvements. There is further reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and servitude upon, over, and across those strips of land fifteen (15') feet in width located along those boundaries of all Lots and Dwellings and all High Density Residential Areas that constitute part of the perimeter boundary of the Development, such servitude to be for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around the perimeter boundary of the Development, provided that Declarant shall have no obligation to construct any such perimeter wall or fence. As Additional Property is added to the Development, Declarant may unilaterally revoke the fifteen (15) foot servitude for a perimeter wall or fence if, after submission of such Additional Property to the Development, a Lot or Dwelling is no longer part of the perimeter boundary of the Development.

3.09 Servitude for Association. There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot, Dwelling, or High Density Residential Area or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this servitude is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner, Occupant, or High Density Residential Association of the Lot, Dwelling, or High Density Residential Area directly affected thereby.

3.10 Sales and Construction Officers. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant and its successors and assigns the alienable and transferable right and servitude in and to the Property for the maintenance of signs, sales offices, construction offices, business offices, and model Dwellings, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and/or sale of Lots, Dwellings, High Density Residential Areas, Common Areas, or the Additional Property, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development. The servitude provided in this paragraph shall terminate with respect to any Lot or Dwelling ipso facto upon the sale of such Lot or Dwelling by Declarant to a third party.

3.11 Servitudes for Additional Property. There is hereby reserved in Declarant, and its successors, assigns and successors-in-title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and servitude for (i) pedestrian and vehicular ingress, egress, and parking, across, within, and on all roads, sidewalks, trails and parking facilities, from time to time located within the Common Areas or within servitude serving the Common Areas, (ii) the installation, maintenance, repair, replacement, and use within the Common Areas and High Density Residential Areas encumbered pursuant to Section 3.07 hereof of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines, and (iii) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

3.12 Maintenance Servitude. (a) Subject to the terms of Section 5.02 (b) hereof, there is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot and upon unimproved portions of any Dwelling or High Density Residential Area for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Development, provided that such servitude shall not impose any duty or obligation upon Declarant or the Association to perform any such actions.

(b) There is hereby further reserved unto Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude over and across that portion of any Lot within ten (10') feet of the edge of any lake in the Development for the purpose of maintaining the lake and lake bank.

3.13 Environmental Servitude. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and servitude

on, over, and across all Lots and all unimproved portions of Dwellings and High Density Residential Areas for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such servitude to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides.

3.14 Servitudes for Country Club Property. There is hereby reserved for the benefit of Club Owner, its successors, assigns, and successors-in-title with respect to the Country Club Property, the following transferable, alienable, and perpetual rights and servitude:

(a) Utility Servitude. The right and servitude for the installation, maintenance, repair, replacement, and use within the Common Areas and those portions of Lots, Dwellings, and High Density Residential Areas encumbered pursuant to Section 3.07 hereof of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines, and the right and servitude for the drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon, such rights to be limited and restricted as set forth in Section 3.07 hereof.

(b) Pedestrian and Golf Cart Paths. The right and servitude on, over, and across the Common Areas, and the portions of the High Density Residential Areas, the Lots, and the Dwellings described in Section 3.08 for all members, guests and other authorized users of the golf course located on the Country Club Property for the use of pedestrian and golf cart paths located in such portions of the Development and serving the golf course located on the Country Club Property.

(c) Construction, Maintenance and Repair. The right and servitude on, over, through, under and across the Common Areas and the portions of the Lots, Dwellings and High Density Residential Areas described in Section 3.08 for the purpose of construction such improvements on the Country Club Property, or such portions of the Development as Club Owner shall desire from time to time, and for maintaining, repairing, and replacing such improvements, provided that the only such improvements to be constructed on such portion of the Development shall be the pedestrian and golf cart paths described in Section 3.14 (b), and related directional signage, and provided further Club Owner shall not use such servitude so as to unreasonably interrupt or interfere with any Owner's use of the Common Areas and such portions of the High Density Residential Areas, the Lots, and the Dwellings and shall promptly repair and restore any damage to the Common Areas and such portions of the High Density Residential Areas, the Lots and the Dwellings caused by the right and servitude granted herein. In addition, there is hereby reserved for the benefit of Club Owner, its agents, employees, successors, and assigns, the right and servitude to enter upon any unimproved portions of Lots, Dwellings, or High Density Residential Areas which are located within thirty (30) feet from the water's edge of any lake, pond, or other body of water located on the Country Club Property, for the purpose of mowing such area and keeping the same free and clear from unsightly growth and trash, as well as for the purpose of maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

(d) Golf Course Maintenance. The non-exclusive right and servitude over and across the portions, of the Common Areas, each Lot, and all unimproved portions of each Dwelling and High Density Residential Areas which are contiguous to the fairways and greens of the golf course or courses located on the Country Club Property. This reserved right and servitude shall permit, but shall not obligate, Club Owners and its agents, employees, successors, and assigns with respect to the Country Club Property, to go upon any such portions, of the common areas, and each Lot, Dwelling, or High Density Residential Area to maintain or landscape the area encumbered by such servitude. Such maintenance and landscaping shall include planting of grass, watering, and application of fertilizer, mowing, and the removal of underbrush, stumps trash or debris, and trees of less than two (2) inches in diameter. The area encumbered by this servitude shall be limited to the portion of the Common Areas and such Lots, Dwellings or High Density Residential Areas within thirty (30) feet of those boundary lines of the

Common Areas and such Lots, Dwellings and High Density Residential Areas which are contiguous to such fairways or greens or contiguous to lakes, ponds, or other bodies of water abutting the golf course; provided, however, the entire Lot and all unimproved portions of such Dwelling or High Density Residential Area shall be subject to such servitude until the landscaping plan for such Lot, Dwelling or High Density Residential Area has been approved and implemented pursuant to Section 10.06 hereof.

(e) Entry by Golfers. Each Lot, Dwelling and High Density Residential Area and any portion of the Common Areas which are contiguous to a golf fairway or green located on the Country Club Property shall be subject to the right and servitude on the part of registered golf course players and their caddies to enter upon the thirty (30) feet of such Lot immediately contiguous to the golf course or the Common Areas to remove a ball, with such entering not being deemed to be a trespass. Golf course players or their caddies shall not be entitled to enter on any such Lots, Dwellings, High Density Residential Areas, or portions of the Common Areas with a golf cart or other vehicle, nor to spend an unreasonable amount of time on any such Lot, Dwelling, High Density Residential Area, or the Common Area, or in any way commit a nuisance while on any such portion of the Development

(f) Landscaping Plan Approval. In addition to the provisions of Article X hereof, the landscaping plan for any Lots, Dwellings, or High Density Residential Areas and the portions of the Common Areas contiguous to any golf course located on the Country Club Property shall, for that portion of such Lot, Dwelling, High Density Residential Area, or Common Areas which is within thirty (30) feet of any such golf course, be in general conformity with the overall landscaping plan of such golf course, and shall be subject to Club Owner's prior right of approval, which approval shall not be unreasonably withheld. To promote a suitable and attractive open space atmosphere, no solid line of fence, wall building or shrubbery will be permitted within said thirty (30) foot portion of those Lots, Dwellings, High Density Residential Areas, or portion of the Common Areas which are contiguous to the fairways or greens of such golf course. There is hereby reserved over and across such thirty (30) foot portion of those Lots, Dwellings, High Density Residential Areas, and Common Areas the right and servitude of light, air, and view for the benefit of the adjacent golf course located on the Country Club Property.

(g) Access. The non-exclusive right and servitude of passage over all streets designated on the Subdivision Plat or subsequent Subdivision Plats for Additional Property submitted to this Declaration. This servitude shall permit the Club Owner, its agents, employees, successors and assigns, and members, guests or invitee's of the Club Owner or Club Members to traverse said streets which traveling to and from the Country Club or while engaging in Country Club activities or business.

3.15 No Partition. To the maximum extent permitted by Louisiana Law, there shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration.

Article IV Membership

4.01 Membership. Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling, and ownership of a Lot or Dwelling shall be the sole qualification for such membership. In the event that ownership of a Lot or Dwelling is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot or Dwelling. In the event of multiple Owners of a Lot or Dwelling votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot

or Dwelling, and further provided that a member casting a vote or holding an office with respect to his Dwelling shall not be entitled to cast an additional vote or to hold an additional office for the Lot upon which his residential unit is located. When more than one person holds an interest in any Lot or Dwelling, the vote for such Lot or Dwelling shall be exercised as those Owners of such Lot or Dwelling themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot or Dwelling shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot or Dwelling is equal and each Lot and each Dwelling shall have one vote. Such voting weight shall continue to be equal upon the addition of all or a portion of the Additional Property to the Development, and each Lot or Dwelling therein shall have one vote. Each Owner, acceptance of a deed or other conveyance for a Lot or Dwelling, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of the Additional Property or any portion thereof to the terms of this Declaration as provided herein.

Article V *Maintenance*

5.01 Responsibilities of Owners and High Density Residential Associations. Unless specifically identified herein or in a High Density Residential Declaration as being the responsibility of the Association or a High Density Residential Association, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein and all laws, landscaping, and grounds on and within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Unless otherwise provided in the appropriate High Density Residential Declaration, the maintenance and repair of all common areas or common elements located within High Density Residential Areas (including all landscaping and grounds and all recreational facilities and other improvements located within such High Density Residential Area) shall be the responsibility of the High Density Residential Association for such High Density Residential Area. Each Owner or High Density Residential Association shall be responsible for maintaining his or its Lot, Dwelling, or High Density Residential Area, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns (cut to a maximum height of six (6) inches, trees, shrubs, hedges, grass, and other landscaping. As provided in Section 5.02 (b) hereof, each Owner or High Density Residential Association shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner of High Density Residential Association, but which responsibility such Owner or High Density Residential Association fails or refuses to discharge. No Owner or High Density Residential Association shall (I) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds, or other improvements within a Lot or High Density Residential Area unless such decoration, change, or alteration is first approved, in writing, by the Architectural Review Committee as provided in Article X hereof, or (ii) do any work which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any servitude thereto, without in every such case obtaining the written approval of the ARC or the Club Owner, as the case may be, directly affected thereby or benefiting from such servitude.

5.02 Association's Responsibility. (a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair and replacement of (i) all roads, walks, trails, parking lots, landscaped areas, recreational areas, and other improvements situated within the Common Areas or within servitude encumbering Lots, Dwellings, or High Density Residential Areas pursuant to Sections 3.04 and 3.08 hereof, (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by the public authority, public service district, public or private utility, or other person, and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas. The Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the common Areas or any other portion of the Property. No diminution or abatement of the assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or

from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

(b) In the event that Declarant or the Board of Directors determines that: (i) any Owner or High Density Residential Association has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then in either event, Declarant or the Association, except in the event of an emergency situation, may give such Owner or High Density Residential Association written notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner or High Density Residential Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner or High Density Residential Association, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement, and diligently proceed to complete the same in good and workmanlike manner. In the event of emergency situations or the failure of any Owner or High Density Residential Association to comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner or High Density Residential Association, as the case may be, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot or Dwelling are subject and shall become a lien against such Lot or Dwelling, or, in the case of a High Density Residential Association, shall be added to and become a part of the assessments for all Owners within such High Density Residential Association and shall become a lien against such Owner's Lots or Dwelling. In the event that Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

(c) The Association shall pay all property taxes assessed against the Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon. Said policies of insurance shall be in amounts of at least Two Million and No/100 (\$2,000,00.00) Dollars and shall name Declarant as an additional insured and a certificate of insurance shall be furnished to Declarant.

Article VI

Insurance and Casualty Losses

6.01 Insurance. (a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from such hazard.

(b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy governing all the Common Areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverage as are determined to be necessary by the Board of Directors.

(c) The Board or its duly authorized agents shall have the authority and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All insurance coverage obtained by the Board of Directors shall be written in the name of the Association for the benefit of each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development shall be vested in the Board of Directors; provided, however, that no mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related thereto. Insofar as permitted by law, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in the State of Louisiana and holding a rating of A-XI or better in such financial categories as established by Best's Insurance Reports, if such a company is available, or if not available, its equivalent rating or the best rating possible.

(ii) All Property insurance policies shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(iii) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.

(iv) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or Mortgagees.

(v) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Association's manager.

(vi) All policies shall contain a provision that no policy may be cancelled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their receptive families, servants, agents, employees, tenants, guests, and invitees, or on account of the acts of any director, officer, employee, or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(vii) All liability insurance shall contain cross-liability, liability endorsements to cover liability of the Association to an individual Owner.

(e) It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and Dwelling. The Board of Directors may require all Owners and/or High Density Residential Associations to carry public liability and property damage insurance with respect to their respective Lots and Dwellings and to furnish copies or certificates thereof to the Association.

6.02 Damage or Destruction to Common Areas. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, together with at least seventy-five per cent (75%) of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or

reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly safe, and sightly condition.

6.03 Damage or Destruction to Lots, Dwellings or High Density Residential Areas. In the event of damage or destruction by fire or other casualty to any Lots, Dwellings or High Density Residential Areas, and in the further event that either the Owner of such Lot or Dwelling or the High Density Residential Association responsible for the repair and replacement of such High Density Residential Area, as the case maybe, elects not to repair or rebuild the damaged or destroyed Lot, Dwelling, or High Density Residential Area, such Owner of High Density Residential Association making such election shall promptly clean away the ruins and debris of any damaged improvements or vegetation and leave such Lot, Dwelling, or High Density Residential Area in a clean, orderly, safe, and sightly condition. Should such Owner or High Density Residential Association elect to repair or rebuild such Lot, Dwelling, or other improvements, such Owner or High Density Residential Association shall repair or rebuild such Lot, Dwelling or other improvement to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration (including, without limitation, Article X hereof) and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

Article VII *Condemnation*

7.01 Condemnation of Common Areas. Whenever all or any part of the Common Areas of the Development shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five (75%) per cent of the total vote of the Association (which conveyance may only occur with the approval of Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose or has the unexpired option to add the Additional Property or any portion thereof to the Development) the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

(a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, together with at least seventy-five (75%) per cent of the total membership of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with the plans approved by the Board of Directors, the Architectural Review Committee, and by Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, to Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess costs of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

(b) If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.

7.02 Condemnation of Lots, Dwellings, or High Density Residential Areas. (a) In the event that all or any part of a Lot, Dwelling, or High Density Residential Area is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot or Dwelling or the High Density Residential Association responsible for the maintenance and repair of each Lot, Dwelling, or High Density Residential Area, as the case may be, elects not to restore the remainder of the Lot, Dwelling, or High Density Residential Area, then such Owner of High Density Residential Association making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Lot, Dwelling, or High Density Residential Area and any remaining undamaged improvements thereon in a clean, orderly, safe and sightly condition. In addition, if the size or configuration of such Lot, Dwelling or High Density Residential Area remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations, then such Owner or High Density Residential Association shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean, orderly, safe and sightly condition referred to above, of deeding the remaining portion of the Lot, Dwelling or High Density Residential Area to the Association as a part of the Common Areas, and thereafter any such Owner shall not have any further voting rights or membership rights or privileges in the Association or with respect to the Development and shall not be subject to any further assessments imposed by the Association and payable after the date of such deeding.

(b) In the event that any part of a Lot, Dwelling, or High Density Residential Area is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot or Dwelling or the High Density Residential Association responsible for the maintenance and repair of such Lot, Dwelling, or High Density Residential Area, as the case may be, elects to restore the remainder of the Lot, Dwelling or High Density Residential Area, such Owner or High Density Residential Association making such election shall restore such remainder of such Lot, Dwelling or High Density Residential Area as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

Article VIII Administration

8.01 Common Areas. The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of the Non-Profit Corporation Law of Louisiana this Declaration, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in Section 12.01 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (i) the expiration of ten (10) years after the date of the recording of this Declaration; or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 8.01 and by Section 12.01 hereof.

8.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the Non-Profit Corporation Law of Louisiana this Declaration, the By-Laws, and the Articles of Incorporation,

together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Non-Profit Corporation Law of Louisiana, this Declaration, the By-Laws, or the Articles of Incorporation, the provisions of the Non-Profit Corporation Law of Louisiana, this Declaration, and the By-Laws, in that order, shall prevail, and each Owner of a Lot or Dwelling, by acceptance of title thereto, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Lots and/or Dwellings and to hold, lease, mortgage, sell, and convey the same. Such duties may include, but shall not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a common Expense or by billing directly to Lots and Dwellings, and High Density Residential Areas. Notwithstanding the foregoing provision of this Section 8.02 or any other provision of this Declaration to the contrary, for so long as Declarant shall own any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

8.03 Agreements. Subject to the prior approval of Declarant for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Development; and in performing its responsibilities hereunder; the Association, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by this Declaration or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, and may be bonded in such manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of Directors may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the By-Laws, or the rules and regulations of the Association

8.04 Management Agreement. Jack Nicklaus Development Corporation of Louisiana or an affiliate shall be employed as the manager of the Association and the Development for such period of time as Declarant has the right to appoint and remove officers and directors of the Association, with the option on the part of Jack Nicklaus Development Corporation of Louisiana or its affiliate to renew such employment for two (2) successive one year terms form and after the termination of such appointment and removal right. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest shall be deemed to ratify such management agreement.

8.05 Personal Property and Immovable Property for Common Use. The Association, through action of its Board of Directors, may acquire and hold tangible and intangible personal property and immovable property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred or in any manner, except to the extent that a transfer of the ownership of a Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot or Dwelling.

8.06 Rules and Regulations. As provided in Article XI hereof, the Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings, High

Density Residential Areas, and Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

8.07 Indemnification. The Association shall indemnify every officer or director of the Association against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officer or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Article IX *Assessments*

9.01 Purpose of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Development, and maintaining the Development and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.

9.02 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot or Dwelling, by acceptance of title thereto whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments to be established and collected as provided in Section 9.03 hereof, (b) special assessments to be established and collected as provided in Section 9.04 hereof, (c) individual or specific assessments against any particular Lot or Dwelling which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot or Dwelling in accordance with Article XI hereof. Any such assessments, together with late charges, simple interest at the rate of twelve per cent (12%) per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be a real obligation and lien upon the Lot or Dwelling, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot or Dwelling, and his successor-in-title shall take title to such Lot or Dwelling subject to the a real obligation and lien, but without prejudice to the rights of such successor-in-title to recover from his predecessor in title any amounts paid by such successor-in-title therefor. In the event of co-ownership of any Lot or Dwelling, all of such co-owners shall be solidarily liable for the entire amount of such assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by the Board, the annual assessments shall be paid in equal monthly installments.

9.03 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots and Dwellings for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The total annual assessments shall be divided among the Lots and Dwellings equally, so that each Lot and Dwelling shall be subject to equal annual assessments. Upon the addition of the Additional Property or any portion thereof to the Development, assessments shall continue to be equal and the Lots and Dwellings being added to the Development shall thenceforth pay assessments which are equal to those imposed upon Lots and Dwellings previously in the Development. In such event, the Association's budget shall be accordingly revised by the Board, without the necessity of approval by the Owners, to include Common Expenses and assessments related to such additional Lots and Dwellings. The budget and the annual assessments shall become effective unless disapproved at the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association, or (ii) a vote of a majority of the votes of the Owners who are voting in person or by proxy at such meeting (provided that a minimum vote fifty-one per cent (51%) of the total property owners

shall be required to disapprove the budget). Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for then current year shall be increased in proportion to the percentage increase, if any, for the then current year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items 1967=100), or its successor index, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 9.04 hereof. The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

- (i) management fees and expenses of administration, including legal and accounting fees and insurance premiums;
- (ii) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and security services, if any such services or charges are provided by the Association.
- (iii) the expenses of maintenance, operation, and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of this Declaration;
- (iv) the expenses of maintenance, operation and repair of other amenities and facilities serving the Development, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;
- (v) the expenses of the Architectural Review Committee which are not defrayed by plan review charges;
- (vi) ad valorem real and personal property taxes assessed and levied against the Common Areas;
- (vii) the expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;
- (viii) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots, Dwellings, or High Density Residential Areas; and
- (ix) the establishment and maintenance of a reasonable reserve fund or funds (A) for inspections, maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic bases, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operation contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

9.04 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special assessments for common Expenses, applicable to that year only, provided that except as otherwise permitted in Sections 6.02 and 7.01 hereof, any such assessment shall be approved by (i) Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, and (ii) by a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 9.06 hereof. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be pro-rated among the Lots and Dwellings equally as provided with respect to annual assessments.

9.05 Individual Assessments. (a) Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against

such Owners and their respective Lots or Dwellings. The individual assessments provided for in this Section 9.05 shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be as specified by the Board.

(b) The Board of Directors shall levy, as an individual assessment, an assessment for the maintenance of the lakes contained in the Development against the Owners of Lots abutting each lake for the maintenance of said lake.

9.06 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 9.03 and 9.04 hereof, shall be sent to all members not less than fifteen (15) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty per cent (50%) of all the votes of the Association 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 the presence in person or by proxy of members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

9.07 Liens. All sums assessed against any Lot or Dwelling pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be real obligation and lien on such Lot or Dwelling in favor of the Association.

9.08 Effect of Nonpayment; Remedies of the Association. Any assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. Once any assessment or any portion thereof has become delinquent, the Association may file a notice of same in the records of the Clerk of Court for East Baton Rouge Parish, Louisiana. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of twelve per cent (12%) per annum. A real obligation and lien as herein provided for such assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The real obligation and lien of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of twelve (12) percent per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The real obligation and lien provided for in this Article shall be in favor of the Association, and by acceptance of title to a Lot or Dwelling, each Owner vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. The Association shall have the power to bid on the Lot or Dwelling at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessment provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot or Dwelling and an Owner shall remain personally liable for assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot or Dwelling.

9.09 Certificate. The treasurer, any assistant treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment to of such fee as is from time to time determined by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by such Treasurer, Assistant Treasurer, or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.

9.10 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot or Dwelling on the day on which such Lot or Dwelling is conveyed to a person other than Declarant and shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual assessments and any outstanding special assessments shall be adjusted for such Lot or Dwelling according to the

number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot or Dwelling is first conveyed. Annual and special assessments for Lots and Dwellings in portions of the Additional Property hereafter submitted to the terms of this Declaration shall commence with respect to each such Lot or Dwelling on the later of (i) the day on which such Lot or Dwelling is conveyed to a person other than Declarant or (ii) the day of the recording of the amendment to the Declaration so submitting such parcels, and annual and special assessments for each such Lot and Dwelling shall be adjusted according to the number of months then remaining in the fiscal year of the Association and the number of days then remaining in the month in which such assessments commence. Anything contained herein to the contrary notwithstanding, Declarant shall not be responsible for the payment of annual or special assessments on Lots, Dwellings, or High Density Residential Areas which it or its affiliates own and which do not contain occupied residences (except as hereinafter provided), provided that Declarant covenants and agrees to pay annual and special assessments for each Lot and Dwelling owned by Declarant or an affiliate and containing occupied residences. Furthermore, Declarant shall have the option to either pay annual assessments on Lots owned by Declarant or fund any deficit, which may exist between assessments and the annual budget of the Association for so long as Declarant has the authority hereunder to appoint and remove directors of the Association, provided however, that the budget, assessments, and deficit, if any, shall be annually reviewed by Declarant, and the Board of Directors, and during such period Declarant's obligation for funding deficits shall only be up to the amount of the Association's budget. Provided that upon Declarant no longer having authority to appoint Directors or officers of the Association, Declarant shall be obligated to pay assessments on all Lots or Dwellings owned by Declarant.

Article X
Architectural Standards and Use Restrictions

10.01 Purpose. In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Property, the Lots, Dwellings, High Density Residential Areas, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every Owner by acceptance of title to his Lot or Dwelling agrees to be bound by the provisions of this Article X.

10.02 Architectural Review Committee. The Board of Directors shall establish the Architectural Review Committee which shall consist of three (3) members, all of whom shall be Owners and who may or may not be members of the Board of Directors, provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Association, such members shall not be required to be Owners. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the Architectural Review Committee by the Board shall be subject to the prior approval of Declarant until that date which is two (2) years from and after the date on which Declarant's right to appoint and remove officers and directors of the Association is terminated. The architectural Review Committee shall elect a chairman and he, or in his absence, the vice-chairman, shall be the presiding officer at its meetings. The Architectural Review Committee shall meet at least once in each calendar month, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Review Committee shall constitute the action of the Architectural Review Committee on any matter before it. The Architectural Review Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. Each member of the Architectural Review Committee may be paid a stipend or honorarium as from time to time determined by the Board.

10.03 Permitted Improvements; Submittals. (a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except (i) for Dwellings and other improvements which are constructed by Declarant, (ii) such improvements as are approved by the Architectural Review Committee in accordance with this Article X, or (iii) improvements which pursuant to this Article X do not require the consent of the Architectural Review Committee.

(b) The Architectural Review Committee is hereby authorized to promulgate from time to time written requirements governing the contents of submissions of plans and specifications and other information including, but not

limited to, nature, color, type shape, height, materials and location of the proposed improvements to evidence compliance with and obtain approval pursuant to Sections 10.05, 10.06, and 10.08 hereof (“Required Submittals”).

10.04 Construction of Improvements. (a) All buildings, structures, or other improvements (excepting sidewalks and driveways) on or with respect to any Lot, Dwelling, or High Density Residential Area shall be located only within the set-back lines specified on the Subdivision Plat, provided that the Architectural Review Committee shall be empowered to grant variances with respect to such set-back lines.

(b) No construction of improvements on any Lots, Dwellings, or High Density Residential Areas shall be undertaken or conducted on any Sunday, except for (i) construction activities of Declarant, (ii) emergency situations involving the potential loss, injury, or damage to person or property, and (iii) as otherwise permitted by the Architectural Review Committee.

(c) The exterior of any improvement permitted by this Declaration shall be completed within one (1) year after the construction of same shall have been commenced.

(d) Dwellings may not be temporarily or permanently occupied until the exteriors thereof and landscaping therefor have been completed. No temporary house, shack, tent, barn, other outbuilding or construction trailer shall be permitted on any Lot, Dwelling, or within any High Density Residential Area at any time, except as provided in Section 10.20 hereof and except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, not shall any stable (except as provided in Section 10.16 hereof), poultry house or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot or Dwelling or within any High Density Residential Area. During the continuance of construction by an Owner or a High Density Residential Association, such Owner or High Density Residential Association shall require its contractors to maintain the Lot, Dwelling, or High Density Residential Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner or High Density Residential Association, as the case may be, shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot, Dwelling, or High Density Residential Area on which such construction has been completed.

10.05 Architectural Approval. (a) To preserve the architectural and aesthetic appearance of the Development and all improvements therein, the Architectural Review Committee shall adopt and promulgate written and graphic design guidelines (the “Design Guidelines”) which would achieve harmony of exterior design, location and appearance in relation to surrounding structures and topography. The Design Guidelines shall be maintained in the office of Declarant and of the Association and shall be available to all Owners. In addition, the Architectural Review Committee is authorized to promulgate from time to time as part of the Design Guidelines described in 10.5 (a) hereof additional architectural standards and guidelines applicable to the Development, including, without limitation, restrictions relating to height of improvements above grade, roof pitch, and minimum square footage of Living Space in each Dwelling.

(b) No construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner or High Density Residential Association, other than Declarant, with respect to the construction or affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants’ quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining or any exterior surface), unless and until the Required Submittals shall have been submitted to and approved in writing by the Architectural Review Committee. One copy of such plans, specifications, and related data so submitted shall be retained in the record of the Architectural Review Committee, and the other copy shall be returned to the Owner of High Density Residential Association marked “approved” “approved as noted” or disapproved”. The Architectural Review Committee shall establish a fee sufficient to cover the expense of reviewing data and to compensate any consulting architects, landscape architects, urban designer, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be One Hundred Seventy Five and No/100 (\$175.00) Dollars, and the Architectural Review Committee shall have the right to increase this amount from time to time. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Dwelling that do not affect the exterior appearance and a High Density Residential Association may make

interior improvements or alterations with his Dwelling that do not affect the exterior appearance and a High Density Residential Association may make interior improvements or alterations within any building or structures which it owns or maintains that do not effect the exterior appearance, without the necessity of approval or review by the Architectural Review committee.

(c) The Architectural Review Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association provided however such discretion shall be exercised to give effect to the Design Guidelines. In connection with approval rights and to prevent excessive drainage of surface water run-off, the Architectural Review Committee shall have the right to establish a maximum percentage of a Lot, Dwelling or High Density Residential Area which may be covered by Dwellings, building, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the Architectural Review Committee, representatives of the Architectural Review Committee shall have the right during reasonable hours to enter upon and inspect any Lot, Dwelling, High Density Residential Area, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event that Architectural Review Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Architectural Review Committee fails to approve, approved as noted, or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Development as set forth in this Declaration. Upon approval of plans and specifications, no further approval under this Article X shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Review Committee upon any ground which is consistent with the object and purposes of this Declaration and with the Design Guidelines, including aesthetic considerations, so long as such grounds are not arbitrary or capricious.

10.06 Landscaping Approval. (a) To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner or High Density Residential Association, other than Declarant, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Review Committee.

(b) The provisions of Section 10.05 hereof regarding time of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall conform to the Design Guidelines and shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the Architectural Review Committee shall be entitled to promulgate standards with respect to such ratios. The landscaping plan for any Lots, Dwellings, or High Density Residential Areas contiguous to golf courses located on the Country Club Property shall, in addition, be subject to the rights of Club Owner set forth in Section 3.14 (f) hereof. No hedge or shrubbery planting shall be placed or permitted to remain on any Lot, Dwelling, or High Density Residential Area where such hedge, shrubbery, or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or street in the Development. The same sight-line limitations shall apply to any Lot, Dwelling or High Density Residential Area within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Unless located within ten (10) feet of a building or a recreational or parking facility, no Owner or High Density Residential Association, other than Declarant shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level, without obtaining the prior approval of the Architectural Review Committee, provided that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Review Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot, Dwelling, or High Density Residential Area by the Owner of such Lot or Dwelling or the High Density Residential Association for such High Density Residential Areas, as the case may be. The Architectural Review Committee reserves the right to require the installation and maintenance of underground irrigation systems in proper

working order when proximity to golf course, water table, tree count, and other relevant factors are considered. All of the landscaping of Lots and Dwellings must be completed prior to occupancy or substantial completion to the Dwelling, whichever date shall first occur. All landscaping within High Density Residential areas must be completed in accordance with a landscaping schedule approved by the Architectural Review Committee.

10.07 Approval Not a Guarantee. No approval of plans and specifications and no publication of Design Guidelines or other architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, nor the Architectural Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article X, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

10.08 Building Restrictions. (a) No Dwelling or structure within Parcels Fourteen (14), Sixteen (16), and Eighteen (18) shall exceed a height of thirty-eight (38) feet measured from finished grade. No Dwelling or structure within Parcel Four (4) shall exceed a height of twenty-eight (28) feet measured from finished grade. The roof pitch of each Dwelling shall be a ratio greater than four and one-half over twelve. With respect to Parcels Fifteen (15) and Eighteen (18), no garage door shall face the street on which the Dwelling fronts. With respect to Parcel Sixteen (16), each garage located on a Lot which has the benefit of a servitude of passage across the rear thereof as shown on the subdivision plat for Parcel 16, shall be accessed from and open onto the rear servitude of passage located across the rear of the Lot and no other access shall be permitted. To assure that Dwellings and other structures will be located so that the maximum view, privacy, and breeze will be available to each Dwelling or structure, Dwelling and structures shall be located with regard to the topography of each Lot, Dwelling, and High Density Residential area taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any Dwellings or structures within the Development. All residential structures constructed on a Lot shall be designed and constructed in compliance with the requirements of the East Baton Rouge Parish Building Code related to construction in flood hazard areas, if any.

10.09 Service Yards. Each High Density Residential Association and each Owner of a Lot or Dwelling not located within a High Density Residential Area shall provide visually-screened areas to serve as service yards in which garbage, receptacles, fuel tanks, wood piles, gas and electric meters, air conditioning equipment, materials, supplies, and equipment which are stored outside by Owners or High Density Residential Associations must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the Architectural Review Committee in accordance with the terms of this Article X.

10.10 Use of Lots and Dwellings. Except as permitted by Sections 3.10 and 10.20 hereof, and except as any parcel may be specifically restricted otherwise by this Declaration or any amendment or supplement thereto with respect to the Development and with respect to Additional Property, each Lot and Dwelling shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any Lot or Dwelling be used as a storage area for any building contractor or real estate developer. Lease or rental of a Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire Dwelling and all the improvements thereon, (ii) is for a term of at least six (6) months, and (iii) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Board of Directors. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Notwithstanding any provision in this Section 10.10 to the contrary. Declarant its successors or assigns, if the right is so transferred by Declarant, shall have the perpetual right to designate in writing to the Association from time to time Dwellings in future parcels of Additional Property which may be leased for such period of time as Declarant shall

determine, including, daily and weekly rentals, and for those Dwellings, Declarant or the Owner shall not be required to supply copies of the leases therefor to the Association.

10.11 Exterior Appearance. No chain link fences shall be permitted within the Development, except with regard to maintenance areas within the Common Areas and those fences erected by Declarant. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purpose, nor shall any window mounted heating or air-conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other items be hung on any railing, fence, hedge, or wall. When not in use all garage doors shall be kept closed. No projections of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.

10.12 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on any Lot, the exterior of any improvements located within the Development, or elsewhere on any portion of the Property, without the express written permission of the Architectural Review committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such written conditions, standards, and guidelines as may be from time to time promulgated by the Architectural Review Committee. Notwithstanding the foregoing, the restrictions of this Section 10.12 shall not apply to Declarant. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those servitude areas established in Section 3.08 hereof. No real estate signs shall be permitted anywhere within the Property except those provided by the Association.

10.13 Antennas. No television antenna, satellite dish, radio receiver, or other similar device shall be attached to or installed on any portion of the Development unless contained entirely within the interior of a building or other structure. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot, Dwelling, or High Density Residential Area which may unreasonably interfere with the reception of television or radio signals within the Development; provided, however, that Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development, and should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner or High Density Residential Association may make written application to the Architectural Review Committee for permission to install a television antenna to be located on the exterior of a Dwelling.

10.14 Security Systems. In the event that either Declarant or the Association shall install a central security system within the Development, with the capability of providing security services to each Dwelling within the Development, then no Owner or High Density Residential Association shall be entitled to install or maintain any alternative security systems within a Dwelling, other than security systems which are appurtenant to and connected with such central security system, without giving prior written notice to the Board of Directors.

10.15 Water Wells and Septic Tanks. Except those water wells solely for irrigation, no private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot, Dwelling, or High Density Residential Area.

10.16 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that up to two (2) generally recognized house pets may be kept in Dwellings, subject to the rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 10.6, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to Section 11.03 hereof, to fine any Owner (in an amount not to exceed \$150.00 per violation) for the

violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject. Declarant reserves the right to designate in writing portions of the Additional Property as an equestrian area with the keeping and riding of horses to be specifically allowed within such area.

10.17 Nuisance. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot, Dwelling or High Density Residential Area or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot Dwelling or High Density Residential Area or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual cost of removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot of Dwelling are subject.

10.18 Golf Course Areas. Owners of Lots and Dwellings contiguous to all golf course fairways and greens, as well as their families, tenants, guests, invitees, and pets, shall be obligated to refrain from any actions which would distract the playing qualities of any golf courses located on the Country Club Property. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross the golf course, any activity creating excessive noise, maintenance of dogs or other pets under conditions which interfere with golf course play to their loud barking or other actions, running or walking on the fairways, picking up balls, or similar interference with play.

10.19 Motor Vehicle, Trailers, Boats, Etc. Each Owner or High Density Residential Association shall provide for parking of automobiles in enclosed garages equipped with garage doors prior to occupancy of the Dwellings owned or maintained by such Owner or High Density Residential Association. All automobiles owned or used by Owners or Occupants other than temporary guests and visitors shall, as far as possible, be parked in garages. The Board of Directors of the Association shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot, Dwelling or High Density Residential Area or within any portion of the Common Areas (other than areas provided therefore within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home tractor, truck (other than pickup trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being kept, placed, stored, maintained, or operated upon any portion of the Development if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Development. No Owners or other occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling, or High Density Residential Area or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Declarant hereby reserves the right (without any obligation to do so) to designate within the additional Property a parking area for boat trailers, motor homes, or similar vehicle.

10.20 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant, its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, High Density Residential Areas, Common Areas, and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, all as may be approved by Declarant from time to time, provided that the location of any construction trailers of any assignees of Declarant's rights under this

Section 10.20 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities.

10.21 Time-Sharing. No Lots or Dwellings may be sold under any time-sharing, time-interval, or similar right to use programs.

10.22 Repurchase Option. Declarant hereby reserves unto itself and its successors and assigns the right and option to purchase any Lot or Dwelling within the Development which is offered for sale by the Owner thereof, such option to be at the price and on the terms and conditions of any bona fide offer for such Lot or Dwelling which is acceptable to such Owner and which is made in writing to such Owner by a third party. Upon the receipt of any such offer by an Owner, such Owner shall promptly submit a copy of the same to Declarant, and Declarant shall have a period of seven (7) days from and after the presentation of such offer to Declarant in which to exercise its purchase option by giving such Owner written notice of such exercise. If Declarant fails to respond or to exercise such purchase option within said seven (7) day period, Declarant shall be deemed to have waived such purchase option. If Declarant declines to exercise such option, Declarant shall execute an instrument evidencing its waiver of its repurchase option, which instrument shall be in recordable form. In the event that Declarant does not exercise its purchase option and such sale to a third party is not consummated on such terms within six (6) months of the date in which the offer is transmitted to Declarant, the terms and limitations of this Section 10.22 shall again be imposed upon any sale by such Owner. If Declarant shall elect to purchase such Lot or Dwelling, the transaction shall be consummated within sixty (60) days following delivery of written notice by Declarant to such Owner of Declarant's decision to so purchase such Lot or Dwelling.

10.23 Tennis Courts. Each tennis court shall be located and the lighting thereof shall be designed to prevent the intrusion of such lighting on to adjacent Lots or Dwellings. All tennis court lights shall be extinguished no later than 10:30 P.M.

Article XI Rule Making

11.01 Rules and Regulations. (a) Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Dwellings, High Density Residential Areas, and the Common Areas and facilities located thereon. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern activities which may, in the judgement of the Board of Directors be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically overruled, cancelled, or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

(b) All vehicular traffic on the private streets and roads in the Development shall be subject to the provisions of the laws of the State of Louisiana and East Baton Rouge Parish concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits and including modifications of those in force on public streets, within the Development. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. Only drivers licensed to operate motor vehicles by the State of Louisiana or by any other state in the United States may operate any type of motor vehicle, including golf carts, within the Development. In order to operate a golf cart in the Development, the owners or users thereof shall have complied with any regulations and requirements for the operation thereof as may be required by the Association and the Club Owner. All vehicles of any kind and nature shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents of the Development.

11.02 Authority and Enforcement. Subject to the provisions of Section 11.03 hereof, upon the violation of this Declaration, the By-Laws or any rules and regulations duly adopted hereunder, including, without limitation, the violation of traffic regulations promulgated by the Board, the failure to timely pay any assessments, the Board shall have the power (i) to impose reasonable monetary fines which shall constitute a real obligation and lien upon the Lot or Dwelling, the Owners or Occupants of which are guilty of such violation, (ii) to suspend an Owner's right to vote in the Association, or (iii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-owners of such Owner and their respective families, guests and tenants) to use any of the recreational facilities located in the Common Areas, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-owners or the family, guests, or tenants of his co-owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

11.03 Procedure. Except with respect to the failure of an Owner to pay assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other occupant of the Development for violations of the Declarations, By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

(a) Written demand to cease and desist from an alleged violation shall be made upon the Owner responsible for such violation specifying:

(i) the alleged violation;

(ii) the action required to abate the violation; and

(iii) a time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; any statement, evidence and witnesses on his behalf; and

(iv) the proposed sanction to be imposed.

(c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

Article XII
General Provisions

12.01 Control by Declarant. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the By-Laws of the Association, Declarant thereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 8.01 hereof. Every Owner in the Development, by acceptance of title to his Lot or Dwelling agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 12.01 and the provisions of Section 8.01. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 8.01 and this Section 12.01, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Lots or Dwellings, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession.

12.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of Court in East Baton Rouge Parish, Louisiana, without the approval of any Owner or Mortgagee: provided, however, that, with the exception of the addition of any portion of the Additional Property to the terms of this Declaration, (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot, Dwelling, High Density Residential Area, or the Common Areas as set forth in this Declaration or adversely affects the title to any Lot, Dwelling or High Density Residential Area, such amendment shall be valid only upon written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. In addition, in the event that such amendment materially alters or changes any rights and servitudes granted herein to Club Owner or with respect to the Country Club Property, such amendment shall only be valid upon the written consent thereto of the Club Owner. Notwithstanding the foregoing to the contrary, the expiration or termination of the right of Declarant to appoint and remove any directors and officers of the Association shall not terminate Declarant's right to amend the Declaration for the purpose of submitting the Additional Property or any portion thereof to the provisions of this Declaration as provided in Section 2.02 hereof. Any amendment made pursuant to this Section 12.02 shall be certified by Declarant as having been duly approved by Declarant, and by such Owner and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, agrees to be bound by such amendments as are permitted by this Section 12.02, and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith.

12.02 Amendments by Association. Amendments to this Declaration, other than those authorized by other Sections hereof, shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.
- (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association. Such amendment must be approved by 2/3 of the Owners within the particular Parcel to be affected by the proposed amendment; provided, however, (i) that any amendment which materially and adversely affects the security interest of any Mortgagee must be approved by such Mortgagee, and (ii) during any period in which Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option under this Declaration to add the Additional Property or any portion thereof to the Development, such amendment must be approved by Declarant.
- (c) The agreement of the required percentage of the Owners and, where required, Declarant and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of

such amendment, or, in the alternative, the sworn statement of the President of the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself. Notwithstanding the foregoing to the contrary, with respect to any amendment to this Declaration under this Section 12.03 which affects any of the rights or servitudes granted herein to the Club Owner or with respect to the Country Club Property, Club Owner shall receive the notice specified in Section 12.03 (a) hereof and any such amendment shall only be valid upon the written consent thereto of Club Owner.

12.04 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the recreational facilities, located in the Common Areas, or for instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by Declarant, the Board of Directors on behalf of the Association, or by an aggrieved Owner. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorney's fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages and that Declarant, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of Declarant, the Association, or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws, or any rules and regulations of the Association, however long continued.

12.05 Duration. The provisions of this Declaration shall run with title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, provided that rights and servitudes which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of such twenty- (20) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of however, that there shall be no renewal or extension of this Declaration, if, during the last year of the initial twenty (20) year period or the last year of any ten (10) year renewal period, seventy-five (75%) percent of the total votes of the Association are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be filed or record in the Records of the Clerk of Court for East Baton Rouge Parish, Louisiana, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby.

12.06 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes, which are less restrictive. The effective date of this Declaration shall be the date of its filing for record on the Records of the Clerk of Court for East Baton Rouge Parish, Louisiana. The captions of each Article and

Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.

12.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

12.08 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declarant to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.

12.09 Rights of Third Persons. This Declaration shall be recorded for the benefit of Declarant, the Owners, and their Mortgagees as herein provided, and the Club Owner, and by such recording, no adjoining property owner or third party shall have any right, title, or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant, Mortgagees, and Club Owner as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

12.10 Notice of Sale, Lease, or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot or Dwelling, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

12.11 No Trespass. Whenever the Association, Declarant, the Architectural Review Committee, and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed to be a trespass.

12.12 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or by United States Mail, postage prepaid, certified or registered mail, return receipt requested or by a private commercial courier service such as Federal Express, Purolator, and Emery with written evidence of delivery. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots or Dwellings. All notices to the Association shall be delivered or sent in care of Declarant at the Following address:

855 Highlandia Drive
Baton Rouge, LA 70810

Or to such other address as the Association may from time to time notify the Owners. All notices to Declarant shall be delivered or sent to Declarant at the above address or to such other address as Declarant may from time to time notify the Association. All notices to Club Owner shall be delivered or sent to Club Owner at Declarant's address provided above or to such other address as Club Owner may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

This act has been signed by John P. Miller in his capacity as general partner of Louisiana Founders Partnership In commendam and in his capacity as co-venturer of Country club Joint Venture in the presence of the undersigned witnesses on August 14, 1985, at Baton Rouge, Louisiana, and by J. Robert Sierra, President of Jack Nicklaus Development Corporation of Louisiana, on the 14th day of August, 1985, at Baton Rouge, Louisiana, in the presence of the undersigned witnesses.