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**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS FOR
BEAVER CREEK ON THE PLAINS, 3RD FILING**

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN that on the 4th day of December, 2015, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

BEAVER CREEK DEVELOPMENT, L.L.C., a Louisiana Limited Liability Company organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana herein represented by its undersigned duly authorized Managing Member, Gheorge M. Daniel, whose mailing address is declared to be 700 Academy Terrace, Linden, NJ 07036 (hereinafter referred to collectively as "Developer").

**1.
DEFINITIONS**

BEAVER CREEK DEVELOPMENT, LLC is hereinafter referred to as "Developer".

BEAVER CREEK HOME OWNERS ASSOCIATION, LLC is hereinafter referred to as "Association".

BEAVER CREEK ON THE PLAINS, 3RD FILING is hereinafter referred to as "Subdivision".

ARCHITECTURAL CONTROL COMMITTEE is hereinafter referred to as "Committee".

**2.
PURPOSES**

The intent and purpose of this Act is to ensure that Beaver Creek on the Plains, 3rd Filing the Subdivision is a high quality residential neighborhood having a uniform plan of development, thereby providing for protection of property values, quality of life, and preservation of the natural beauty of the neighborhood. The property described herein is subject to the covenants, restrictions, conditions, reservations, liens and charges hereinafter set out in order to ensure the best use and most appropriate development and improvements of each building site on each lot therein; to protect the owners of building sites against such improper use of surrounding building sites that will depreciate the existing structures; to attain harmonious color schemes; to ensure the highest and best development of the Subdivision Property, as hereinafter defined; to encourage and secure the erection of attractive homes thereon with appropriate locations of the home on building sites; to ensure and maintain proper setbacks from streets; and in general to provide adequately for high quality improvement of the property and to enhance the values of building sites therein.

**3.
THE SUBDIVISION PROPERTY**

3.1 The immovable property now owned by the Developer is referred to herein as Subdivision. The Subdivision which is subject to these Restrictions are the lots described by the measurements and dimensions shown on the plat entitled "Final Plat of Beaver Creek on the Plains, Third Filing Subdivision A Residential Development Located in Section 62, T4S-R1E, East Baton Rouge Parish, Louisiana for Beaver Creek Developments, LLC," prepared by Alvin Fairburn & Associates, LLC and recorded as Original 878 of Bundle 12692.

3.2 The Subdivision Property and all of the lots contained therein shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property and all of which shall run with the land.

3.3 The Developer may add, from time to time, additional filings to Beaver Creek on the Plains and impose that property so added to these restrictions. When additional property is added the Developer may simply file an affidavit identifying the property by lots that are being added to Beaver Creek on the Plains. In such affidavit, the Developer may impose additional restrictions in addition to the restrictions set forth hereinafter or modify these to the extent so stated in the affidavit.

4.
IMPROVEMENT RESTRICTIONS

4.1 For the benefit of all lot owners, an Architectural Control Committee (the "Committee") is hereby created. The Committee shall have the right to approve or disapprove any plans or specifications for any residence or other building in the Subdivision which has been submitted to them for consideration. This authority to approve or reject the proposed building and/or residence on a lot in this Subdivision shall be at the sole discretion of the Committee. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The Committee shall consist of three (3) members who shall be appointed by the Developer until such time as the Developer releases control to the Association, or the passage of twenty (20) years, whichever occurs first. The Developer hereby appoints as the initial members, ASHTON EWING, JEREMY RIGDON, and NEIL JOHANNSEN. Any notices given to the Committee shall be done by certified mail, addressed to the Committee at P.O. BOX 1082, ZACHARY, LA 70791. Lots that may be titled in the name of more than one individual or in the name of a company, partnership, LLC, or corporation, shall state in writing the proper person entitled to vote for any matters by filing an appropriate resolution naming the person so authorized to vote on matters pertaining to these restrictions or other matters brought before the Beaver Creek Home Owners Association, L.L.C.

4.2 The Committee must approve the plans and specifications of any building, residence or improvements of any kind in the Subdivision. This approval shall also include site plan approval or location of the proposed residence on the lot and landscaping plans. A site plan showing the proposed location of the residence, garage, and any other structures and, if possible, a landscaping plan shall be submitted to the Committee along with the plans and specifications of the proposed residence. The Committee's approval or disapproval as required herein and elsewhere in these covenants shall be in writing. No construction shall begin until the lot owner obtains a signed copy of the building plans approved in writing by the Committee and the lot owner has complied with all governmental permitting and licensing requirements. The Committee is responsible only for notifying the lot owner upon completion of a plan review. It shall strictly be the owner's responsibility to obtain the signed copy of reviewed plans and the accompanying letter or to assume the risk for commencing construction otherwise. The Committee shall act promptly in reviewing and commenting. The Committee shall approve or disapprove the site plan and plans and specifications on or before thirty (30) days after submission by the Lot owner. Regardless, all other provisions of these restrictions shall continue to apply. It is understood that the approval of any plans and specifications of the residences to be built on the lots in the Subdivision shall not impose any liability upon the Committee or Developer for any defects in construction, or in design, or for any other matter related thereto. The Committee and the Developer shall have no liability of any sort to anyone resulting from the Committee performing any of its duties contained herein.

4.3 The Committee shall be required to approve all requests made by any lot owner to the appropriate authority having jurisdiction for any waivers of any Ordinances or rules promulgated by the governing authorities. Any waiver, even though granted by the appropriate authority, is not valid without approval by the Committee.

4.4 The Committee shall have the right to enforce the restrictions contained herein by bringing a suit for injunctive relief against any lot owner who may be violating these restrictions, or by bringing any other legal actions as the Committee deems necessary and advisable against a lot owner to ensure that all requirements and obligations imposed herein on the lot owner are complied with, but the Committee shall be under no obligation to bring such action. Should the Committee bring any legal action against the lot owner, the said lot owner shall be liable for reasonable attorney fees and court costs so expended by the Committee in such action.

4.5 All building plans, specifications, plot plans and landscaping plans shall be submitted in duplicate to the Committee. One copy shall be returned marked "approved" or "disapproved" and the Committee shall retain one copy for its files to reflect what it approved or disapproved.

4.6 Landscaping of yards is required. Landscape plans shall be approved by the Committee prior to installation. Landscaping shall be installed immediately upon home construction completion. After the date a Certificate of Occupancy is secured and more than sixty (60) days have elapsed since the date of the Certificate of Occupancy, the lot owner shall be in default of this provision and agrees to pay a penalty of two hundred fifty dollars (\$250.00) for every day beyond this sixty (60) day period in which the landscaping has not been installed pursuant to an approved plan.

4.7 No owner shall occupy or use the owners property or permit the property or any part thereof to be occupied or used for any purpose other than use as a private residence. No lot shall be re-subdivided without consent of the Committee and the appropriate officials of the Parish of East Baton Rouge.

4.8 The minimum square footage requirement for residences in the Subdivision shall be 1800 square feet of living area. Living area is defined as those areas mechanically heated and cooled. No improvements shall exceed two stories in height, and all two-story homes shall have a minimum of 1200 square feet of living area in the

ground floor. No exterior construction shall consist of imitation brick or stone or aluminum/vinyl siding, and not more than 20% of the exterior of the residence shall be of an approved building material other than brick, stucco, or stone material, unless otherwise approved by the **Committee**.

4.9 Garages adequate for storage of at least two (2) automobiles shall be required. Garages shall be totally enclosed and equipped with an automatic door opener. All garage doors must meet **Committee** approval and cannot consist of a material composed of fiberboard or particle type board material. No garage apartments shall be permitted. All driveways shall be constructed of concrete pavement, stamped pavement, or brick. On all lots that back up to the Beaver Creek Golf Course, there shall not be any rear carports or garages. All garages on golf course lots shall be located in the front of the residence and the entry to the garage shall be from the side of the garage and no garage shall open directly to the street. All garage layouts and plans shall be included in the plans submitted to the **Committee** for approval prior to construction commencing.

4.10 Electric service, along with other utilities servicing each residence, must be underground and no outside lines, television antennas, satellite dishes, above ground improvements or mechanical devices shall be allowed without **Committee** written approval. Storage sheds shall be attached to the home or garage and shall be constructed of the same materials as the residence. No prefab, freestanding structures shall be permitted as storage buildings.

4.11 No living area improvements or accessory building improvements shall be built closer than the building set back lines as shown on the final plat of the **Subdivision**. All residences shall have a minimum of 9' ceilings on the ground floor.

4.12 On lots not on the golf course, perimeter fences may be constructed of natural (unpainted/unstained) cedar or cypress. Boards shall be dog-eared using only wood posts, and shall be built on the property line. The finished side of the fence shall always be on the exterior side. Therefore, it is recommended that fence costs be shared by adjoining lots owners. Fences shall not be constructed forward of the front elevation of the residence except with the approval of the **Committee**. Chain link or wire fences are prohibited. All fences on the golf course shall be constructed of wrought iron, simulated wrought iron, anodized or black-painted aluminum. Brick posts may be used in combination with aluminum or wrought iron. No wood fences shall be allowed on the golf course lots. All fences shall require written approval from the **Committee** prior to construction. All fences shall be maintained.

4.13 All Exterior colors including siding, trim, brick and roof must be approved by the **Committee** prior to commencement of construction. The **Committee** must also approve changes to exterior colors prior to their installation or completion of the residence.

4.14 Roof pitches and shingles shall meet **Committee** approval.

4.15 All lots are to be graded and provide for drainage in accordance with the drainage as approved by the appropriate authority. The **Developer** shall not be responsible for any improper grading of any lot that may interfere with or change the drainage as set forth in the approved plans of the **Subdivision**.

4.16 Fireplace flues and chimneys shall be brick, stucco or synthetic stucco and shall have **Committee** approval. Chimney caps shall be required on all fireplace chimneys.

4.17 Foundations should be properly designed by the builder, designer or architect for each home, and the **Committee's** approval of construction plans and specifications is limited to only appearance and not structural design or engineering. The **Developer** and the **Committee** shall have no liability to ensure that plans and specifications meet applicable building code requirements. All reviews by the **Committee** are only for purposes of reviewing to ensure compliance with these restrictions and no other purposes. The **Developer** does not warrant soil conditions. City/Parish of East Baton Rouge Regulations should be obtained and carefully reviewed for slab elevation requirements and other building requirements.

4.18 Window air conditioning units are not permitted. All residences shall have central heat and air conditioning systems.

4.19 All air conditioning compressors, pool equipment, generators and other similar equipment shall be visually screened from the street and from side yard view by appropriate fencing, screening, or landscaping. Details shall be submitted with the landscape plan for approval.

4.20 Address numbers shall be displayed on the mailboxes. House numbers are allowed if approved by the **Committee**. The **Committee** has pre-selected a style of mailbox and requires property owners to select this style for their residences. Each residence shall be required to locate a single mailbox, address plate and pole unit as designated by the **Committee**. The mailbox unit shall be installed in accordance with accepted postal standards and the **Committee** shall approve the manner of installation and the bottom of the box shall be at least 32 inches

above the back of the street or curb whichever is applicable, and such that the front of the box is even with the back of the street or curb. The mailbox shall be painted black.

4.21 No fence, wall or other structure shall be commenced, erected and/or maintained upon the property, nor shall any exterior addition to, or change, or alteration therein be made to any building until the plans, specifications, additions or changes have been submitted to and approved by the **Committee** as to harmony of exterior design and location in relation to surrounding structures and topography. The owner shall not paint or decorate any portion of the exterior of the buildings or garages without first obtaining written consent of the **Committee**.

4.22 No detached structure or servant's quarters shall be constructed without prior written approval of the **Committee**, and then such improvements shall conform in every respect, including material, with the exterior construction of the residence itself.

4.23 The construction of any building started shall be completed within nine (9) calendar months following pouring of the foundation for that building or said lot owner shall pay \$100.00 per day as a penalty.

4.24 In order to ensure that the location of houses shall be harmonious and that the maximum amount of view shall be available to each house and that the structures are located with regard to the topography of each individual lot, taking into consideration the location of other houses, large trees, common facilities and similar consideration, the **Committee** reserves unto itself, its successors and assigns, the right to control absolutely and solely the precise site, location and orientation of any house, dwelling or other structure upon all residential building sites. However, such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

4.25 The design and location of pools, spas, and hot tubs shall be subject to the approval of the **Committee** and shall be harmonious with the architecture and landscape design. Pool fences shall conform to requirements of the appropriate authority and the requirement for fencing in these restrictions. Pools shall be located a minimum of 25' from the rear property line, except on lots bordering the golf course where the minimum set back shall be 35'.

4.26 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 clothes, rugs or other items be hung from any railing, fence, hedge or wall.

4.27 Site lighting and security lighting shall not infringe upon adjacent neighbors. Utility poles shall be prohibited. Outside music sound producing devices and any other mechanical devices shall be subject to the approval of the **Committee**.

4.28 No foil or other reflective materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purposes. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the home.

4.29 The location, design and proportions of dormers shall be submitted to the **Committee** with the plans and specifications and are subject to the approval of the **Committee**. Specifications shall be submitted with plans.

4.30 Skylights shall not be located on the front elevations of the home. No bubble skylights shall be permitted. Solar collectors may only be placed in the rear of homes subject to the approval of the **Committee**. Skylights and solar collectors shall be shown on plans and shall be approved by the **Committee**.

4.31 Gazebos, pergolas and pigeoniers should relate architecturally to the design of the home in both form and material. Details and location of gazebos shall be submitted for approval with the landscape plan.

4.32 These covenants prohibit the re-subdivision of lots from any dimensions other than those shown on the official recorded plat, provided however, that these covenants shall not prohibit the use of more than one (1) lot for one residence.

COVENANTS FOR MAINTENANCE AND ASSESSMENTS

5.1 The **Committee** shall have the right, upon a majority vote of its members, to levy and collect, by legal proceedings if necessary, from each lot owner in the **Subdivision**, annual and special assessments (the same amount for each lot) in the amounts required to cover the actual costs of providing the **Subdivision** with lawn maintenance for any common areas as shown on the final plat of the subdivision, maintenance of the designated common area landscape (i.e. the entry into the subdivision), gardening and other services generally undertaken or furnished by private associations of property owners. In addition to using the revenue for purposes specified herein, the **Committee** may use the revenue for such purposes as will benefit the residents and property owners in the **Subdivision** and to pay for the actual costs of services rendered.

5.2 Lot owners shall keep their respective lots mowed and free of noxious weed and debris. Any lot owner who fails to comply with any of the above obligations shall be liable for all costs associated with providing the necessary maintenance and mowing of that lot along with reasonable attorneys fees and all costs of collection and litigation costs, if necessary, if suit is brought by the **Committee**.

5.3 These rights described in 5.1 and 5.2 may also be enforced by the **Association**.

6.

GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

6.1 Various servitudes for installation and maintenance of utilities and drainage facilities and for the golf course are reserved as shown on recorded plats of the **Subdivision**. Within such servitudes and/or easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage channels in the servitudes or easements or interfere with the golf course use. The servitude area on each building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible. A lot owner shall not impede or modify the drainage flow on any lot in any manner that will adversely affect other lot owners.

6.2 Except during the initial construction phase, no sign of any kind shall be displayed to the public view on or from any building site, except that the owner of any lot may place thereon one sign of reasonable size advertising the property for sale.

6.3 There shall be no raising of livestock such as cows, horses, goats, pigs, sheep, rabbits or poultry of any kind. Domestic animals shall not roam freely, but shall be leashed or detained by approved fences. Domestic animals shall not be of such kind or disposition or kept in such numbers as to cause a nuisance.

6.4 No noxious or offensive activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the other lot owners.

6.5 No immoral, improper, offensive or unlawful use shall be made of the **Subdivision** nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed.

6.6 No structure of a temporary character, trailer, basement, shack, garage, barn, motor home, RV, camper, tent or other out-building shall at any time be used as a residence, temporarily or permanently. No detached structure shall be constructed without first having been approved by the **Committee** and such building shall conform in every respect, including materials, with the exterior construction of the residence construction on that same lot.

6.7 The keeping of a camper, motor home, or recreational vehicle on any parcel of property covered by these restrictions is prohibited unless a prior approved enclosed garage is approved and constructed for keeping such. No boats, motorcycles, trucks, campers, motor home, RV's or trailers of any kind, may be parked, stored, repaired or maintained on any lot. Visitors may park automobiles on the street and in driveways on a temporary basis.

6.8 Each lot owner shall be responsible for the maintenance of all landscaping on the owner's lot and for maintaining the lot, residence, and driveway in a clean and orderly fashion at all times. The owner shall be responsible for paying all costs of said maintenance and for any such repairs that may be necessary.

6.9 Lots shall be used for single family residential purposes only and no Lot shall be used for any other purpose, such as apartment houses or offices which are used for the conduct of occupations such as medical, attorney, or businesses or shops of any kind, nor for schools, churches, assembly halls or fraternity houses. This shall not apply to parents who home school their children who live in the **Subdivision**.

6.10 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. No burning of rubbish or trash shall be allowed once a Certificate of Occupancy is granted.

6.11 Playground equipment and swing sets shall be made of wood or metal. Equipment shall be kept in good condition that is free of rust and chipping paint. Wood is recommended. All playground equipment shall be placed in the rear of the residence ONLY. All such equipment shall be screened from view with adequate landscape shrubbery or fencing so as not to be visible from streets, the golf course, or common areas.

6.12 The use of firearms or air guns is strictly prohibited in the **Subdivision**.

6.13 The **Developer** reserves the right to maintain a sales and development office and signage in the **Subdivision**.

6.14 No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles shall be parked on or within any golf course areas. No vehicles shall be parked on any driving surface in any manner which blocks the driving surface or private driveways. Any unregistered, unauthorized or illegally parked vehicles of any kind may be towed off the property at the expense of the owner of the vehicle.

7.

GOLF COURSE COVENANTS

7.1 By accepting a title to a Lot, (whether or not it is expressly stated in the instrument of conveyance), an Owner acknowledges that:

- a. the ownership of a Lot does not confer any ownership in the golf course; and
- b. the ownership, operation or configuration of the golf course may change at any time and from time to time for any reasons and that no consent of any Lot Owner shall be required for the golf course owner to effect such change.

7.2 By accepting a title to a Lot (whether or not it is expressly stated in the instrument of conveyance), an Owner understands and agrees that:

- a. the Property is adjacent to or near the golf course;
- b. the golf course, club house, parking lots and other related facilities may have exterior lighting and amplified exterior sound, and may be regularly used for entertainment and social events on various days of the week, including weekends, and during various times of the day, including early morning and late evening hours;
- c. golf course-related activities, including without limitation, regular course play may be allowed during all daylight hours up to seven days a week, and golf tournaments open to the public at large may be conducted at any time during the year;
- d. the golf course is open to the public and large numbers of people may be entering, exiting and using the golf course on various days of the week, including weekends, and during various times of the day, including early morning and late evening hours;
- e. water hazards, the club house, maintenance facilities and other installation located on the golf course may be attractive nuisances to children.

7.3 By accepting a title to a Lot (whether or not it is expressly stated in the instrument of conveyance), an Owner acknowledges and agrees that:

- a. the location of the Property in proximity to the golf course may result in nuisances or hazards to persons and property as a result of the golf course, golf course operations or any other golf course-related activities and that play on the golf course may result in damage or injury to persons or property as a result of golf balls leaving the golf course, including without limitation, damage to window and exterior areas of improvements, damage to automobiles and other personal property of Owners or others, whether outdoors or within the improvements, and injury to persons;

- b. it and its guests do knowingly and voluntarily assume all risks associated with such location, including but not limited to, the risks of nuisance, inconvenience and disturbance, as well as property damage or personal injury arising from stray golf balls or actions or omissions incidental to the use of the golf course, golf course operations and any golf course-related activities;
- c. the developer, realtors, golf course owner and any owner or owners or operator of all or part of golf course and their respective employees, agents, invitees, licensees, contractors, successors and assigns shall not be responsible or accountable for, and shall have no liability for any claims, causes of action, losses, damages, costs or expenses for any nuisance, inconvenience, disturbance or property damage or personal injury arising from stray golf balls or actions or omissions incidental to the use of the golf course, golf course operations or any golf course-related activities.

7.4 By accepting a title to a Lot (whether or not it is expressly stated in the instrument of conveyance), an Owner acknowledges and agrees that the operation and maintenance of the golf course may require that maintenance personnel and other workers will commence work relating to the operation and maintenance of the same as early as 5:00 a.m. on a daily basis, and that the operation, maintenance and use of the golf course and recreational facilities will entail the operation and use of the following:

- a. noisy power equipment such as tractors, lawn mowers, etc. on various days of the week, including weekends, during various times of the day, including early morning and late evening hours;
- b. sprinkler and other irrigation systems during the day and at night;
- c. electric, gasoline or other power driven vehicles and equipment used by maintenance and operations personnel;
- d. application of pesticide and fertilizing chemicals; and
- e. refuse removal trucks, delivery trucks and other vehicles entering and exiting on various days of the week, including weekends, during various times of the day, including early morning and late evening hours.

7.5 In connection with the foregoing, by accepting a title to a Lot (whether or not it is expressly stated in the instrument of conveyance) an Owner agrees, for itself and its Guests, that:

- a. it and its Guests do knowingly and voluntarily assume all risks associated with such aforescribed operation and maintenance, including but not limited to risks of nuisance, noise, disturbance, inconvenience, property damage and personal injury or sickness; and
- b. the developers, realtors, golf course owner and any owner or owners or operator of all or any portion of the golf course and recreational facilities and their respective employees, agents, invitees, licensees, contractors, successors and assigns shall not be responsible or accountable for, and shall have no liability for any claims, causes of action losses, damages, costs or expenses for any nuisance, inconveniences, disturbance or property damage or personal injury or sickness directly or indirectly related to, caused by or associated with such operation and maintenance activities.

8.

ASSOCIATION MEMBERSHIP AND ASSESSMENTS

8.1 **Purpose and Duties.** Beaver Creek Home Owners Association, L.L.C., (the Association) through the Board, shall enforce these Restrictions on the Subdivision, and all other lots in the community of lots constituting Beaver Creek On The Plains. These rights include the planning of activities, preparing and maintaining accurate budgets, assessing and collecting each Member's share of the Common Expenses, providing maintenance to Common Areas and such other duties and rights as set forth in the Articles and By-Laws of the Association. The Association, through the Board, shall also enforce the protective covenants, conditions and restrictions in these Restrictions and shall cooperate with the Committee in upholding the Community-Wide Standard as it pertains to the architectural criteria and design guidelines of these restrictions. The Association or the Board may delegate this authority as it deems appropriate.

8.2 **Membership.** Every Owner shall be deemed to have a membership in the Association under such restrictions as set forth in these Restrictions, and the Articles and the By-Laws of the Association. In the event that ownership of a Lot 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 certificate or other evidence of such membership. Each Owner consents and agrees to the dilution of the owners voting interest in the Association by virtue of the submission from time to time of Additional Property to the terms of these Restrictions as provided herein. The Association may have classifications of membership if provided in the Articles and By-Laws.

8.3 **Board of Directors/Powers and Assessments.** The Board of the Association shall have the following powers, together with those as set forth in the Articles and By-Laws of the Association.

- (a) **Power of Assessments.** The Board shall have the power and authority to impose assessments or fees on all Owners. Any such assessment or fee levied by the Board shall be used for promoting the health, safety, pleasure and welfare of the Owners, Members or Guests and for the costs and expenses incidental to the operation of the Association, including without limitation, the maintenance and repair of the Common Areas, the improvements thereon, the repair and replacement of improvements on the Common Areas, payment of all taxes, insurance premiums and all costs or expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.
- (b) **Creation of the Lien and Personal Obligation Assessments.** Each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments which may or shall be levied by the Board, and (ii) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall pass, jointly and in solido, from such prior Owner, to the Owner's successors-in-title. Failure of any Owner to pay either an annual assessment or a special assessment shall constitute a lien and/or privilege on the Owner's respective Lot which may be enforced by all means available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in the same manner as a mortgage foreclosure on real property.
- (c) **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 and costs of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget of the proposed annual assessments to be levied against each Lot shall be posted on the website no later than thirty (30) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots. The budget shall be deemed approved by the Board at any meeting after the thirty (30) day notice. In the event the budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year.
- (d) **Special Assessments.** In addition to the annual assessments authorized above, the Board may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement(s) upon the Common Area(s), including fixtures and personal property related thereto.
- (e) **Rate of Assessment.** Annual and special assessments must be fixed at a uniform rate for all Lots as applicable, and may be collected on a schedule set at the discretion of the Board.
- (f) **Payment of Assessments.** The annual assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. All Owners of Lots shall be responsible for annual and special assessments. However, Developer shall not be responsible for assessments on Lots owned by the Developer. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance. The Board may establish a reasonable fee for the issuance of this certificate.

8.4 **Effect of Non-Payment of Assessment: The Personal Obligation of the Owner.**
The Lien: Remedies of Association.

- (a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with late charges, collection fees and service charges (hereinafter defined in subparagraph (c)), and interest thereon at the highest permitted lawful rate per annum and costs of collection thereof (including attorneys' fees), thereupon become a

continuing debt secured by a lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, the Owner's heirs, executors, devisees, personal representatives and assigns. The Board on behalf of the **Association** shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment shall remain the owner's personal obligation and shall not extinguish upon transfer of the Lot to the Owner's successors-in-title. However, the Owner of the Lot/structure is bound to pay and seek recourse against the prior Owner. In addition, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

- (b) If any assessment or any part thereof remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month, or any part thereof, that any portion of any assessment remains unpaid. Should any annual or special assessment be payable in installments, the Board is authorized to accelerate the entire assessment and demand immediate payment thereof. The late charge shall be in the amount as established by the Board. A service charge may be imposed as established by the Board.
- (c) If any assessment or part thereof, late charges or service charges, are not paid when due, the unpaid amount of such assessment, together with all late charges, collection fees and service charges shall bear interest from and after the date when due at the rate set by the Board not to exceed the highest permitted lawful rate per annum, and the Board may, at its election, retain the services of an attorney for collection and there shall also be added to the amount of such unpaid assessment, late charge or service charge, any and all collection costs incurred hereunder by the Board, including reasonable attorneys' fees.
- (d) The Board may, at its option, bring an action at law against the Owner personally obligated to pay any past due assessments or, upon compliance with the notice provisions required by law, foreclose the assessment lien through judicial foreclosure. There shall be added to the amount of such assessment all costs incurred in such action, including attorneys' fees and in the event a judgment is obtained, such judgment shall include interest and reasonable attorneys' fees, together with Court costs. Each Owner expressly vests in the Board or its assigns, the right and power to bring all actions at law or in equity foreclosing such liens. Under no circumstances, however, shall the Board or **Association** be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce the payment of assessments herein. The assessment lien and the right to conduct a foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Board/**Association** and its successors or assigns may have hereunder and by law, including the right to recover a money judgment for unpaid assessments as above provided.
- (e) No action shall be brought to foreclose the assessment lien unless a notice of assessment lien is delivered to the Owner, by personal delivery or deposited with the postal authority, certified or registered, postage prepaid to the Owner of said Lot at the address shown by the Tax Assessor of East Baton Rouge Parish, and a copy thereof is recorded by the **Association** with the Clerk of Court of East Baton Rouge Parish, Louisiana. The notice of assessment lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may include interest on the unpaid assessments at the maximum legal rate, attorneys' fees incurred by the **Association** in collecting the amounts due, late charges, collection fees and expenses of collection in connection with the debt, all of which shall be secured by the assessment lien), and the name and address of the **Association**.
- (f) Any such sale provided for above is to be conducted in accordance with law. Each Owner, by accepting or having accepted a deed to a Lot, expressly grants to the **Association** the authority to foreclose. The **Association**, through duly authorized agents, shall have the power to bid on the Lot at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

8.05 **Initial Annual Assessment.** The initial annual assessment shall be determined by the Board and paid at such times as determined by the Board.

8.06 **Enforcement.** Enforcement of these Restrictions shall be by a proceeding initiated by any Owner or by the **Association**, when directed by the Board, against any Violator, either to restrain or enjoin such violation or to recover damages for the violation or both or to enforce any lien created by this instrument. The **Association**, and each of its Board members, shall have an election and right, but not an obligation or duty, to enforce these Restrictions by a proceeding or proceedings at law or in equity. Failure by the **Association** or any party to enforce any violation hereof shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the party seeking to enforce these Restrictions shall be entitled to recover reasonable attorneys' fees from such Violator, if relief is granted by the court. With respect to any litigation brought against the Board or the **Association** arising out of any action, failure to act, or performance or non-performance of duties

imposed hereby, the Board or the Association and/or its members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them if the plaintiff's action is denied by the court. Enforcement of these Restrictions is not intended to hold up the closing of any sale of any Lot. Instead, enforcement shall be achieved solely by civil remedies.

8.07 Imposition of Fines. In the event that any Owner fails to cure or fails to commence and proceed with diligence to completion the work necessary to cure any violation of these Restrictions contained herein, or the Manual, within ten (10) days after receipt of written notice from the Association or the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a reasonable fine (the "Violation fine") in such amounts as established by the Board. If, after the imposition of the Violation Fine, the violation has not been cured or the Owner has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation fine in such amounts as established by the Board. There shall be no limit to the number or the aggregate amount of Violation Fines, which may be levied against an Owner for the same violation. The Violation fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made and shall be considered an individual special assessment.

8.08 Prevention of Use of Common Areas and Amenities. In Addition to all other rights granted herein to the Board and the Committee for the purpose of carrying out these Restrictions, the Board may, upon its own motion or by request from the Committee, prevent any Owner and their Guests from using any common amenity or facility if the Owner fails to pay assessments after notice from the Board that assessments owed by the Owner are past due for, at minimum, thirty (30) days or if the Owner otherwise violates these Restrictions.

8.09 Mortgages Protected. Violation of any part of these Restrictions shall not defeat or render invalid a Mortgage made in good faith for value as to any Lot, provided that such Mortgage shall be subordinate to these Restrictions.

8.10 Acceptance. Each Owner, by acceptance of a deed conveying title to a Lot, shall accept such title upon and subject to these Restrictions and the jurisdiction, rights and powers of the Board and the Association whether or not it shall be so expressed in any such deed; and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to keep, observe, comply with and perform all obligations set forth in these Restrictions.

9.

INDEMNITY

By accepting a title to a Lot (whether or not it is expressly stated in the instrument of conveyance) each Owner agrees to indemnify and hold harmless the Developer, Board Members, Committee Members, Realtors, and their respective shareholders, members, partners, agents, officers, directors, employees, contractors, invites, licenses, successors and assigns of, from and against any and all losses, damages, costs or liabilities related to or arising in connection with, any claims, actions, causes of action, liability, suits or demands of or by any of the Owners, their family members, tenants or other Guests for disturbance, inconvenience, noise, nuisances, personal injury, sickness or death or property damage, resulting from, or associated with, the use, maintenance and operation of the golf course and recreational facilities or any of the activities, occurrences, conditions, state of facts, events or situations related thereto.

10.

GOLF BALL EASEMENT

There is hereby created a blanket easement in, over, above, across and upon the Property for the purposes of permitting the flight of golf balls through the air over each Lot and all other portions of the Property and the entry of golf balls upon, on and/or across each Lot and all other portions of the Property and any Improvements constructed or to be constructed thereon, as an incident to the proposed use of the Open Space as a golf course. Nothing herein contained shall be construed to permit the entry upon any Lot beyond the golf course infrastructure easement or other portion of the Subdivision Property by any individual for any purpose including, but not limited to, the retrieval of golf balls. Nothing herein contained shall be construed so as to limit the construction of Improvements on any Lot or other portion of the Property. The easement created by this Section shall be perpetual in duration, and shall be appurtenant to, run with title to, and benefit of the Open Space and Building areas. The easement created by this Section shall run with title to and burden the Property and each Lot therein and shall be binding on all successive Owners of the Property and each Lot.