

STATE OF LOUISIANA
PARISH OF BOSSIER

DECLARATION OF COVENANTS, CONDITIONS, SERVITUDES AND
BUILDING RESTRICTIONS FOR
TURTLE CREEK SUBDIVISION UNIT NO. 3

THIS DECLARATION, made on the date set forth by the undersigned duly authorized Manager of **AIELLO INVESTMENTS, L.L.C.**, a limited liability company, having a mailing address of 300 Benton Road, Bossier City, Louisiana 71111, herein represented by its duly authorized Manager, Robert M. Aiello, pursuant to that Certificate of Authority filed of record in the Conveyance Records of Bossier Parish, Louisiana, hereinafter referred to as the "Declarant".

WITNESSETH:

Declarant is the Owner of the following described property in Bossier Parish, Louisiana, to-wit:

TURTLE CREEK SUBDIVISION UNIT NO. 3, a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded under Registry Number 1277320 of the Conveyance Records of Bossier Parish, Louisiana;

Declarant hereby subjects said property to the covenants, conditions, servitudes and building restrictions hereinafter stated to enhance and protect the value, desirability and attractiveness of said property and to promote the health, safety, welfare, and quality of life of the residents of said property. All of said property above described shall be owned, held, occupied, maintained, altered, improved, sold, encumbered and conveyed subject to the following covenants, conditions, servitudes and building restrictions, which covenants, conditions servitudes and building restrictions shall be covenants running with the land and binding on all parties having or acquiring any interest in said properties or any part thereof, and shall be binding upon and inure to the benefit of the Owners thereof, and their respective successors and assigns.

ARTICLE 1 DEFINITIONS

SECTION 1. "Association" shall mean and refer to **TURTLE CREEK HOMEOWNERS ASSOCIATION**, a non-profit corporation, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may herein be brought within jurisdiction of the Association.

SECTION 4. "Common Area" shall mean property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon that certain plat of **TURTLE CREEK SUBDIVISION UNIT NO. 3**, recorded under Registry Number 1277320 of the Conveyance Records of Bossier Parish Louisiana, and such other properties as may be annexed pursuant to the terms of this Declaration for the purpose of development and is so designated by the Declarant herein.

SECTION 6. "Declarant" shall mean and refer to **AIELLO INVESTMENTS, L.L.C.** its successors and assigns. If any successor or assign of Declarant should acquire more than one undeveloped Lot from Declarant for the purpose of development, Declarant may designate such successor or assign as a successor to some or all of the rights of the Declarant hereunder.

SECTION 7. "Conversion Date" shall mean the date on which the Class B Member voting

rights shall convert to Class A Member voting rights, which shall be established by the date Declarant records in the Conveyance Records of Bossier Parish, Louisiana, a statement by Declarant that (i) 100% of the Lots in the Subdivision, inclusive of all Lots included in any additions or units of the Subdivision, have been sold to Class A Members other than Builders, or (ii) Declarant has elected in its discretion to convert Class B Member voting rights to Class A Member voting rights.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association; Membership shall be appurtenant to and may not be separated from the ownership of any lot which is subject to assessment.


SECTION 2. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Owners, with the exception of the Declarant except herein provides at termination of Class B membership, if more than one person holds an interest in any lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B Member(s) shall be the Declarant (or Manager) and shall be entitled to (10) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) The Conversion Date as defined above; or
- (b) At the option of the Declarant.

ARTICLE III COVENANTS FOR THE MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, as deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. Which may include repairs, such assessments, together with interest, cost and attorney's fees, shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney fees shall be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. This personal obligation of the Owner for charges accruing during such Owner's term of ownership shall not pass to his successors in title unless expressly assumed by them; provided that the foregoing is not intended to release the Lot in question from any privilege or lien securing any unpaid assessment regardless of whether a notice of lien has been filed. The Association shall have a privilege (lien) upon each Lot and the Improvements thereon for the full amount of any and all such assessments for charges, expenses, costs and dues, together with legal interest thereon from the due date until paid, and together with reasonable attorney fees and court costs. Without limiting the foregoing, the Association shall also be entitled to all rights and privileges provided in La. R.S. 9:1145-1148, or such other provisions of law which may be applicable. The Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amount claimed under the Notice Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, together with a reasonable fee as fixed by the Board of Directors, as fixed from time to time by the Association, to cover the preparation and recordation of such release of lien instrument. 

SECTION 2. Purpose of Assessments or Charges. Revenues derived from assessments or charges levied by the Association shall be used exclusively (i) for the maintenance, preservation, administration, and architectural control of the Subdivision, (ii) to promote the recreation, health, safety and welfare of the Owners and its Members, (iii) for the ownership and administration of Association properties and improvements (example - entrance area maintenance, street lights and mailboxes), (iv) for maintenance of the Common Areas or other Association properties, and (v) for facilities or services related to the common benefit of all the Owners and Members. Without or in any manner limiting the foregoing, the Association may use such revenues to obtain such types and amounts of insurance coverage pertaining to the properties owned by the Association and the ongoing operations and responsibilities administered by the Association as the Board of Directors of the Association shall determine, including without limitation, property insurance, commercial general liability insurance, employers liability insurance, directors and officers liability coverage, fidelity insurance, such additional insurance as the Board of Directors of the Association in the exercise of its business judgment, determines advisable.

SECTION 3. Basis and Maximum of Annual Assessment of Charges. For each Lot contained in the Subdivision, the annual assessment shall be \$350.00, which shall be due annually on January 1 of each year. The annual assessment for each Lot may be adjusted, and special assessments may be adopted as hereinafter provided.

- (a) Annual payment of the annual assessment shall not be pro-rated. All payments are due in advance on the 1st day of January of each year. Payment shall be considered past due on the 10th day of January. An additional fee of \$10.00 shall be applied each month (with late fees) until paid in full.
- (b) The late fee may be adjusted at the discretion of the Board of Directors. This fee shall be a minimum of \$10.00 per month. Should the annual assessment be increased above \$600.00 per year the late fee shall not exceed 20% of the annual payment. Any variance from this procedure shall be by the vote of the Board of Directors.
- (c) From and after January 1 of the year immediately following the filing of the Subdivision Plat of the first lot to an Owner, the maximum annual assessment may be increased by not more than six percent (6) effective January 1 of the following year without a vote of the membership. The assessment must be calculated annually from the maximum prior years basis, which establishes the maximum assessment.
- (d) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by more than six percent (6) provided that any such changes shall have a two thirds (2/3) vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice shall be in writing to all members at least (15) days but not more than (30) days in advance of said meeting. The limitations hereof shall not apply to any change in the maximum basis of the assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its articles of Incorporation.
- (e) After consideration of current maintenance cost and future needs of the Association, the Board of Directors may fix the annual assessment or charge at an amount not in excess of the maximum herein above provided for. It may be necessary for the Declarant to loan the Association startup money, until such time the Association has sufficient funds to self-sustain, the Declarant will be repaid at that time for all monies funded at startup of the Association.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent to two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a duly called meeting.

SECTION 5. Notice and Quorum for any Action authorized Under Article III Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Article III Section 3 and 4 shall be sent to all members no less than 15 days and not more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60) of all the votes of each class of members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same requirements, at that meeting a quorum will be reached with one half (1/2) the members present in person or by proxy.

SECTION 6. Uniform Rate of Assessments. Both annual assessments and special assessments or charges must be fixed at a uniform rate for all Lots owned by Class A Members. Lots owned by Class B Members shall not be subject to regular or special assessments. Both annual assessments and special assessments or charges may be collected on a semi-annual basis beginning with sale of the first Lot. The Board of Directors of the Association may determine that the assessments may be collected in shorter or longer intervals, provided that such intervals shall not be less frequent than yearly nor more frequent than monthly.

SECTION 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the filing of the subdivision plat; provided that the annual assessments shall not accrue on Lots owned by Declarant until such time as the Lot is conveyed to a Class A Member. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates of annual assessments and special assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office 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 the assessments of a Lot is binding upon the Association as of the date of its issuance.

SECTION 8. Effect on Nonpayment of Assessments. Remedies of the Association: Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligating to pay the same or foreclose the lien against the property. No Owner may wave or otherwise escape liability for the assessments provided herein by non-use of the common areas, abandonment of his or her Lot, or private maintenance of his or her Lot. In addition to such remedies as available to the Association hereunder or under applicable Louisiana Law, the Association may, following a majority vote of those Directors present at a duly constituted Board of Directors meeting, and delivery to the lot Owner at the most current address published in the local telephone directory of a copy of such Board action by registered mail or by posting notice on said Lot, terminate the supply of water. Membership privileges and voting rights shall automatically be suspended for non-payment of any dues or other assessment not paid when due.

SECTION 9. Subordination of the Lien of Mortgage. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment. However the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV ARCHITECTURAL CONTROL

SECTION 1. Membership of Committee. The Declarant has appointed Robert M. Aiello to serve as the initial member of the "Architectural Control Committee", hereinafter sometimes called Committee. The initial member of the Committee shall serve for ten (10) years at which time two (2) additional members shall be elected. The Committee, by unanimous consent, may designate a representative to act for it, provided that such designation may be revoked by the Declarant or any member of the Committee by written notice to the designated representative and the other members of the Committee. There shall be an annual election of members of the

Committee after the ten-year term expires for initial member of the Architectural Control Committee, who shall be elected by majority vote of the Directors of the Association. In the event of death or resignation of the member of the Committee during the initial ten years, Declarant shall have the full authority to designate a successor to serve out the remainder of that member's term, and following the initial ten years, the Directors of the Association shall have the full authority to designate a successor or successors to serve out the remainder of that member's term. It is the intention of this part to vest in the Architectural Control Committee the complete authority and power to disapprove any structure, Improvements, design, plan or color that does not, in the Committee's sole discretion, adequately maintain the architectural harmony or privacy of each home constructed or to be constructed on any Lot. In the event the Architectural Control Committee fails to approve or disapprove a design and location within a thirty (30) day period after appropriate plans and specifications have been properly submitted to the Committee, approval will be deemed to have been granted.

SECTION 2. Structures. No building, fence, wall, swimming pool, appurtenant structure, or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to change or alteration (including, without limitation, painting, staining or siding) therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall be submitted to and approved in writing as to the harmony of the external design and association in relationship to the surrounding structures and topography by the Architectural Control Committee or their manager. The Architectural Control Committee or its Manager has thirty days (30) after said plans are submitted and signed for by the Architectural Control Committee or its Manager, to approve or the plan will be deemed approved. However no written approval from the Architectural Control Committee or Manager does not constitute the right to violate these covenant restrictions.

SECTION 3. Other Site Improvements. The Architectural Control Committee or its Manager shall establish minimum requirements for the Lot improvements visible to the public. The guidelines shall include, but not be limited to, specifics concerning grass sod. Plants, number of trees and type to be planted and placement of trees in the front of lot, sprinkler system installation and all other site improvements in public view. Approval procedures shall be the same as those outlined in Article IV, Section 1. Front yard landscape beds shall be approved as to size, harmony and plant type by the architectural control committee or its manager, landscaping shall be completed within thirty (30) days from completion of residence. Any trees to be removed from the Lot must be approved unless downed by acts of GOD, which those trees shall be removed immediately.

ARTICLE V USE RESTRICTIONS

SECTION 1. Land Use and Building Type for Lots. No Lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, private garage, or permanent storage building. The exterior of each dwelling shall consist of a minimum of seventy-five percent (75%) masonry construction. No commercial enterprise of any nature shall be entered into or conducted on any Lot. A garage to house at least two (2) automobiles must be provided on each Lot. All dwellings shall be constructed of brick and or a portion of stucco or applied finish, except that side of the dwelling not facing the street, may be allowed to have siding which meets the requirements of the Architectural Committee or its Manager. No outbuilding shall exceed the dwelling to which it is appurtenant in height, number of stories and 400 square feet in size, and shall be obscured from public view, and shall be approved as required in Article IV Section 2, above. The builder of the dwelling is required to install a sidewalk which conforms to the requirements of the Architectural Control Committee or its Manager, with the said sidewalk conforming to, and matching the sidewalks located on the adjoining lots.

SECTION 2. Fees Payable to the Architectural Control Committee. The Architectural Control Committee may charge a fee for services attendant to approval of plans not to exceed \$10.00 per thousand feet of floor area or a fraction thereof if plans submitted for prior approval. The Committee may charge \$100.00 per thousand square feet of total floor area or a fraction thereof, plus attorney's fees, if the plans are submitted after construction begins. The Committee may charge a reasonable fee for all other reviewable plans under Article IV herein.

SECTION 3. Dwelling Size. No dwelling erected on any Lot shall contain less than 1500 heated square feet, exclusive of any garages, porch's, storage or any other non-heated area.

SECTION 4. Lot size. No dwelling shall be erected or placed on any Lot platted other than as shown on the recorded plat unless approved by the Declarant or its manager. No residential Lots shall be re-subdivided without the approval of the Declarant or its manager. The special approval provided in this paragraph terminates December 31, 2035. Should an Owner acquire adjoining Lots and desire to place the improvements upon the dividing line, the Architectural Committee or its Manager may waive the sideline setbacks and approve the location of the improvements.

SECTION 5. Easements and Setbacks. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. All residences shall be constructed on the front set back line unless a special exception is given by the Architectural Committee or its Manager. However, no structure shall be located upon any lot nearer to the dedicated street than the setback line shown on the subdivision plat of the Properties and, in addition, there shall exist a minimum setback of fifteen (15) feet from the rear lot line and five (5) feet from each side lot line for all structures. Under no circumstances shall the side setback be less than five (5) feet.

SECTION 6. Landscaping and Trees. In addition to the Architectural Control requirements set forth in Article IV hereof, no building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot until fully developed, complete, professional landscaping plans for such Lot shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall, in its sole discretion, determine whether the landscaping plans and layout, including, without limitation, grass, shrubs and trees, include sufficient landscaping. All such landscaping plans shall include plans for trees, grass sod and shrubs. The landscaping requirements shall be the responsibility of the Owner. Owner shall take steps to insure that Owner's builders, contractors and all subcontractors are fully aware of these requirements. The homeowner and homeowner's association are responsible for cutting their lawn and maintaining all common areas in accordance with all Parish of Bossier Parish ordinances related to lawn maintenance.

SECTION 7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance of nuisance to the neighborhood. No unsightly condition shall be created on any Lot or permitted to remain thereon which specifically, without limitations by reference thereto, prohibits the storage and/ or repair of a wrecked vehicle and or vehicles on said premises.

SECTION 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Additionally, no portable building or prefabricated building shall be located upon any lot except as provided during construction of the primary improvements, which may not exceed 180 days. Declarant or its manager may maintain a sales office in or near the currently constructed for development.

SECTION 9. Signs. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale, rent, or signs used by builder to advertise the property during the construction and sales period. Signs of a larger size advertising the subdivision may be erected by the Declarant or its manager.

SECTION 10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. **DECLARANT RESERVES UNTO HIMSELF ANY OIL, GAS OR OTHER MINERALS LOCATED BENEATH THE SURFACE OF THE PROPERTIES**, but shall not use the surface of said above mentioned Lots for the collection or retrieval of said minerals.

SECTION 11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept provided that they are not kept or bred for commercial purpose. All pets shall be on a leash when anywhere in the subdivision other than when on the Owners lot. All pet droppings must be collected and removed from the sidewalks and common areas by the pets Owner. Pets may not be allowed to become a nuisance or pose a threat to anyone in the subdivision. It is the intent of this Section

to prohibit the keeping of groups of animals in such number that they create a nuisance due to excessive noise or noxious odors brought about by keeping of such animals. No dog or animal pen or house shall be placed in any manner as to be seen from the street unless behind the back of the house, and approved by the Architectural Control Committee.

SECTION 12. Garbage and Refuse Disposal. No Lot shall be used for or maintained as a dumping ground for rubbish, trash, garbage or other waste. No construction rubbish shall be buried on any Lot. Equipment for the storage or disposal of household wastes shall be kept in clean and sanitary condition, and screening provided therefore as approved by the architectural committee or its manager.

SECTION 13. Drainage and Erosion. For drainage purposes, the grades and low elevations as left by the developer shall be considered the natural drainage. It shall be the responsibility of each lot owner to control erosion into the streets, drainage ways and lake beds-both during and after construction.

SECTION 14. Transport/Recreational Vehicles. Trucks exceeding ¾ ton shall not be permitted to park on any of the lots overnight, and no vehicles of any size which normally transport inflammatory or explosive cargo may be kept in this subdivision at any time. NO VEHICLE SHALL BE PARKED IN THE STREET. NO BOATS, TRAILORS, CAMPERs, RECREATIONAL VEHICLE, OR SIMILAR VEHICLE SHALL BE PARKED IN PUBLIC VIEW OTHER THAN NORMAL LOADING AND UNLOADING. No vehicle will parked on the Lot unless it is on a concrete pad. No vehicles without current registration plates and safety inspection sticker shall be kept on the Lot at any time.

SECTION 15. Relocation of Buildings. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing buildings onto a Lot and remodeling or converting same into a dwelling unit in this subdivision.

SECTION 16. Fencing. No fences shall be erected, placed, altered or permitted nearer to any street than the front of the house unless approved by the Architectural Committee or its Manager. No fence or wall shall be erected to a height over seven (7) feet, all walls or fencing, and acceptable construction practices for fencing or walls must be approved by the Architectural Committee or its Manager. All fencing must be installed by a licensed fencing contractor. Failure to properly maintain fencing as to condition and color shall cause the architectural committee or its manager to repair or restore at the Owners expense as stated above under covenant enforcement.

SECTION 17. Construction. Construction of residential improvements upon any Lot once commenced shall be carried forward with due diligence and substantially completed within not more than six months from the date of commencement, unless otherwise approved by the Architectural Committee. The Owners shall be responsible for the encroachment of silt upon the dedicated street are and the sidewalks and shall be responsible for the cleanup cost of trash and dirt occasioned by the construction.

SECTION 18. Antennas. Any satellite dish or antenna and their placement must be approved as described in Article IV, above, and any dish shall not exceed 16" in diameter and placed in any location which would be visible from the street. No "ham" radio or other antennas of a height great than the house shall be erected on any Lot.

SECTION 19. Mailboxes. Mailboxes shall all be of the same type and style approved by the architectural committee or its manager. The architectural committee or its manager shall approve the location of the mailbox on each Lot and shall designate a retailer that can provide the style needed.

SECTION 20. Roofs and Chimneys. All roofs on whatever part of the residence situated shall have a pitch not less than 8/12; except as specifically approved by the Architectural Control Committee as indicated by the architectural style of the residence or the terrain. All roofing shall be architectural design shingle, 25 year or better guarantee. Prefabricated fireplace flue pipes must be shrouded with materials consistent with the exterior materials used in the main structure and preferable brick or stucco.

SECTION 21. Garages and Driveways. A garage capable of storing two (2) full size vehicles side by side and attached to the residence shall be built on each Lot. Said garage must have doors that must be kept closed at all times. All driveways shall be concrete construction. All garages and driveway designs and locations shall be a part of the plans approved by the Architectural Committee or its Manager.

SECTION 21. Ruins. Any structure damaged or destroyed by any casualty must be rebuilt or demolished within six (6) months from the date of the occurrence of the casualty. Repair and rebuilding must be approved by the architectural committee or its manager prior to commencement of construction. If enforcement is necessary the Lot owner will be responsible for all cost incurred by the architectural committee or its manager, for demolition or repair, and attorney's fees.

ARTICLE VI DECLARANT'S ADDITIONAL RIGHTS AND RESERVATIONS

SECTION 1. Period of Declarant's Rights and Reservations. Without in any manner limited the rights and reservations of the Declarant as hereinabove set forth, the Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Areas from the date hereof until the Conversion Date. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by the Declarant to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by the Declarant. The rights, reservation and easements hereinafter set forth shall be prior and superior to any other provisions of the Declaration and may not, without the Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. The Declarant's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

SECTION 2. Right to Construct or Remove Improvements. The Declarant shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Subdivision, including, without limitation, the Common Areas, at any time and from time to time for the improvement and enhancement of the Subdivision. The Declarant may impose a special charge in order to pay for the cost of such improvements. On or before the Conversion Date, the Declarant shall convey or transfer those improvements made the subject of a special charge for the Association, and the Association shall be obligated to accept title to, care for and maintain the same.

SECTION 3. Right to Complete the Subdivision. No provision of this Declaration shall be construed to prevent or limit the Declarant's right (or require the Declarant to obtain any approval) to (i) complete development of the real (immovable) property within the boundaries of the Subdivision; (ii) add property to the original confines of the Subdivision; (iii) plat or replat any Unit or portion of a Unit within the Subdivision; (iv) construct, alter, demolish or replace any improvement on any real (immovable) property owned by the Declarant within the Subdivision, including, but not limited to gated access to all or any portion of the Subdivision; (v) maintain model homes, storage areas, offices for construction, initial sales, resales or leasing purposes or similar facilities on any property owned by the Declarant or owned by the Association; (vi) post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the Subdivision; or (vii) excavate, cut, fill or grade any property owned by the Declarant. Nothing in this Article shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

SECTION 4. Right to Grant and Create Easements and Servitudes. The Declarant shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipelines, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by the Declarant, (ii) the Common Area, and (iii) existing utility easements. The Declarant also reserves the right, without the consent of any other Owner or the Association, to (i) grant or create temporary or permanent easements for access, utilities, pipelines, cable television systems, communication and security systems, drainage, water and other purposes over and across the street and roads within the Subdivision and existing utility easements within the Subdivision, and to and from the Subdivision for the benefit of owners of any other

property, regardless of whether the beneficiary of such easements owns property which is now or hereafter made a part of the Subdivision.

SECTION 5. Right to Convey Property to the Association. The Declarant shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association, and the Association shall be bound and obligated to maintain the same.

ARTICLE VII GENERAL PROVISIONS

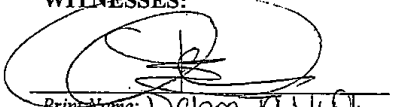
SECTION 1 Enforcement. The Association, Declarant or any Owner shall have the right to enforce any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed, by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

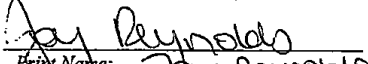
SECTION 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date of this declaration is recorded in the Parish records, after which time they shall automatically extend for successive periods of ten (10) years. This Declaration may be amended the first twenty (20) years by an instrument signed by (90%) of lot owners in each respective unit and thereafter by an instrument signed by (75%) of Lot Owners. It will require (100%) to amend this instrument if restrictions are more stringent than the existing restriction.

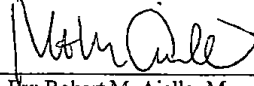
THUS DONE AND PASSED before me, the undersigned Notary Public, and in the presence of the undersigned witnesses, on this 4 day of February 2023.


WITNESSES:


Print Name: Debra K. [unclear]


Print Name: Jay Reynolds

AIELLO INVESTMENTS, L.L.C.


By: Robert M. Aiello, Manager


Notary Public
Notary # _____

Travis Lucas Thaxton, Notary Public
Bossier Parish, Louisiana
My Commission is for Life
Notary #91908 - Bar #33662

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Bossier Parish, Louisiana
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