

**ACT OF RESTRICTIONS**

**FOR**

***FOREST CREEK SUBDIVISION***

**EAST BATON ROUGE PARISH  
STATE OF LOUISIANA**

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## ACT OF RESTRICTIONS FOR FOREST CREEK SUBDIVISION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 3rd day of January 2007 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared: Tiger Point Development, L.L.C., a Louisiana limited liability company having a mailing address of Post Office Box 87110, Baton Rouge, LA 70817, (hereinafter referred to as the "Developer") and herein represented by Stephen G. Cramer, its duly authorized member, and who did depose and say that Developer is the owner of the following real property: 81 lots or parcels of ground together with all improvements thereon, and all of the component parts thereof, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision known as Forest Creek Subdivision and being more particularly designated according to the "Final Plat of Forest Creek Subdivision Being The Subdivision of Tract X Woodlawn Terrace, Inc. Property Located in Section 61, T-7-S, R-2-E, Greensburg Land District of Louisiana, Parish of East Baton Rouge, Louisiana" (the "Final Plat"), prepared by Sigma Consulting Group, Inc., executed by the Planning Commission of East Baton Rouge Parish on January 8, 2007, which plat was filed of record on January 10, 2007, as Original 107, Bundle 11913, in the Official Records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, said Lots being Lots 1 through 81 of Forest Creek Subdivision having the measurements and dimensions and being subject to those servitudes and building set back lines as shown on the above described Final Plat. The Developer hereby declares that it is the owner of all of the Property described above and that the Property shall be held, sold and conveyed subject to the following servitudes, restrictions, reservations, covenants and conditions which are for the purpose of protecting the value and desirability of the Property, and which covenants shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

### 1. DEFINITIONS

1.1 "Property" or "Properties" shall mean and refer to that certain real property described above or together with such additional real property as may be subsequently added to and subjected to the Act of Restrictions.

1.2 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of any Common Area and streets dedicated to the public for public use. "Lot" shall also mean and refer to residence or improvements built on the property or any portion of the property designated as a "lot."

1.3 “Common Area” or “Common Property” shall mean any and all real property owned by the Developer and subsequently conveyed to the Association for the common use and enjoyment of the Owners, and shall include any servitude(s) of access as designated on the Final Plat of Forest Creek Subdivision.

1.4 “Developer” or “Declarant” shall mean and refer to Tiger Point Development, L.L.C. and Forest Creek Subdivision and to its successors and assigns.

1.5 “Owner” shall mean and refer to the record owner, whether one or more persons or entities (including the Developer), of fee simple title to any Lot. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be any “Owner” until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure. An “Owner” may also be referred to as a “Member” for purposes of referring to his membership in the Association.

1.6 “Forest Creek” or “Subdivision” is a subdivision, as set forth on the Final Plat for the same. Properties, which become filings of Forest Creek Subdivision that are subject to these Restrictions by the Developer shall be a part of and constitute the entire Subdivision.

1.7 “Restrictions” or “Declarations” shall mean the entire body of this document entitled “Act of Restrictions for Forest Creek Subdivision”, as amended from time to time as set forth herein.

1.8 “Association” shall mean the Forest Creek Homeowners Association, Inc.

1.9 “Committee” shall mean the Architectural Control Committee for Forest Creek Subdivision (also herein called the “Architectural Control Committee”).

1.10 “Lot Servitude” shall mean the areas adjacent to certain lots which border an adjacent lot, park area, or Common Area as shown on the Final Plat and designated on the Final Plat as a Servitude.

1.11 “Final Plat” shall mean the Final Plat of Forest Creek Subdivision that is recorded in the official records of the Clerk of Court of East Baton Rouge Parish and for which property the owner thereof has subjected to these Restrictions by a separate document signed by such property owner.

1.12 “Appointment Period” shall mean the period of time commencing as of the date of recordation of this Declaration and continuing until the earlier of (a) the date on which Declarant voluntarily relinquishes its right to appoint such three (3) members of the Board of Directors pursuant to Section 5.2 and Section 5.5 and, (b) the moment that all Lots in the Property have been conveyed by Declarant to non-Declarant Owners, or on July 1, 2015.

1.13 “Board of Directors” or “Board” shall mean the Board of Directors of the Association.

1.14 “By-Laws” shall mean the By-Laws of The Association adopted by the Board of Directors, as amended from time to time.

1.15 “Manager” shall mean any person or persons designated as Manager and/or employed by the Association to perform any of the duties, powers or functions of the Association.

1.16 “Rules and Regulations” shall mean the rules and regulations adopted by the Board of Directors from time to time pursuant to this Declaration.

## 2. PURPOSE

2.1 Purpose. The purpose hereof is the creation of a high quality, residential community having a uniform plan of development and the preservation of property values and amenities in the community. The Property is hereby subject to the obligations, covenants, restrictions, reservations, servitudes, liens and charges herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and more appropriate, development and improvement of each Lot: to protect the Owners of Lots against improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to prohibit the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the proper location and erection of attractive homes on Lots; to prevent haphazard and inharmonious improvements on Lots; to secure and maintain building setback lines; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and purchasers of Lots.

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these Restrictions are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition and to pay any assessments shall be also the personal obligation of each Owner of a Lot in favor of the Owners of the other Lots. The Property and all portions thereof shall be conveyed, transferred and sold by any Owner 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. It is the intent and purpose of these Restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Architectural Control

Committee of Forest Creek Subdivision (The "Committee") of proposed plans of improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval for proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of a act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these Restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these Restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

### 3. IMPROVEMENT RESTRICTIONS

3.1 Formation and Purpose. To carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots, the Developer does hereby establish and designate the Architectural Control Committee of Forest Creek Subdivision (the "Committee" or the "Architectural Control Committee") to perform the duties set forth below.

3.2 Committee Membership. The Committee shall eventually consist of three (3) members, being the then serving President, Secretary and Treasurer of the Association, unless otherwise determined by the majority vote of the Board of Directors of the Association. However, until One Hundred percent (100%) of the Lots in Forest Creek Subdivision have been built, completed, and transferred to Owners who will occupy the homes as their principal residences (unless the Initial Committee previously resigns without designation of a designee or successor), the Committee shall consist of two (2) members or representatives of the Developer (the "Initial Committee"), or their designees or successors. The Developer may voluntarily relinquish control of the Committee to the Forest Creek Homeowners Association, Inc., at any time it may choose.

#### 3.3 Submission of Plans.

A. Submission of Preliminary Plans. Prior to completion of Final Plans for any significant improvements on a Lot, the Owner thereof shall submit to the Committee Preliminary Plans (on a 1/8" scale) for such proposed improvements consisting of a floor plan, front elevation, site plan with driveway location and any proposed off-street parking. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within ten (10) days. After written approval by the Committee of the Preliminary Plans, the Owner may move forward with Final Plans for such proposed improvements (which must also be submitted to the Committee as set forth in Section 3-3B below).

B. Submission of Final Plans. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner of a Lot shall submit to the Committee one



set of Final Plans and specifications for the construction, remodeling of any residence, garage, building, shed, storeroom, parking pad, fence or wall, swimming pool, greenhouse, playhouse, antenna, satellite dishes and other improvement deemed significant by the Committee. No work may commence on any Lot until the written approval of such Final Plans has been given by the Committee. No building on any Lot may proceed except in accordance with submitted Final Plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these Restrictions or not in accordance with Final Plans approved by the Committee as set forth in these Restrictions. Such plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Committee or to all other Committee members. The following must be submitted:

- i. A copy of the plans or drawings and specifications which show all exterior materials, finishes and designs, including elevations of all four sides of the building, and all interior floor plans, ceiling heights and floor finishes. Any plans for a home or other improvements should be drawn to “industry standards”. In the event the plans are not drawn to “industry standards”, they may not be approved by the Committee.
- ii. A plot plan on a scale 1:20, showing the location of all improvements on the Lot, drainage plan for the Lot, building setbacks and servitudes.
- iii. The Construction Deposit (as set forth in Section 3.10 below) must be received prior to the review of the Final Plans by the Committee. Any other request for any approval required by the Architectural Control Committee of Magnolia Pointe (the “Committee”) shall be submitted in writing by the applicant (with appropriate drawings or other information) to the Committee. Approval required by the Committee is not effective unless it is in writing and signed by a member of the Committee. Unless otherwise stated herein, if a request for approval is submitted to the Committee and the Committee issues no written approval thereof, this shall be considered a disapproval of such request by the Committee.

3.4 Review of Final Plans. The Committee may issue its written approval or disapproval of such Final Plans submitted to it anytime within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans within thirty (30) days of submission shall constitute approval thereof. If construction is not commenced within six (6) months after the date of approval of the Final Plans or any other proposals, then the approval is void.

3.5 Standards for Review. The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. Even though the submitted plans follow all guidelines set forth in these

Restrictions and the Builders Guideline Manual, they may be disapproved by the Committee because the proposed home does not fit with the general architectural style of the development or the proposed home has too many features that are similar to another home on a Lot in close vicinity of the proposed home. The Architectural Control Committee may issue from time to time a manual containing guidelines for use by builders and homeowners in the selections of concepts, design techniques and/or materials/finishes for construction within the Subdivision. These guidelines shall be utilized by the Architectural Control Committee in its review of plans and specifications, however, notwithstanding anything contained herein or in any such manual of guidelines, the Architectural Control Committee may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants. Notwithstanding anything in these Restrictions to the contrary, the Committee shall have the right to approve any variances from these Restrictions when it deems it in the best interest of the overall house design or in the interest of the general plan of development for the Subdivision.

3.6 Finality of Decision. The decisions of the Committee shall be in their sole discretion and shall be final, binding and shall not be able to be appealed.

3.7 Variances. The Committee, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems are appropriate, including a reduction of the required square footage not to exceed ten percent (10%). Further, written approval of the Committee must be obtained by a Lot Owner for any waiver of the City/Parish Zoning Ordinance the Lot Owner seeks to obtain; any waiver granted by the City/Parish without the prior written approval of the Committee must nevertheless receive Committee approval. The Committee shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against a Lot Owner to enforce these restrictions.

3.8 Indemnification. Each member of the Committee shall be indemnified by the Owners of Lots against all liabilities and expenses, including attorney fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Committee at the time such expenses are incurred, unless the member of the Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

3.9 Landscaping. A landscape plan and specifications showing the name and placement of plant material, as well as quantity and size shall be submitted to the Committee for approval. Landscape plans should be submitted with house plans, but in any event, no later than black-in stage of house construction. The entire front yard of the home must be landscaped upon completion of the home and prior to occupancy by the homeowner. Within ninety (90) days after occupancy of the home, the remainder of the landscape planting must be completed. Specific landscape requirements for each homesite shall be determined by utilizing the following minimum landscape design standards:

(A) Complete sodding or hydromulching of the front and side yards shall be required prior to occupancy of the home constructed on the Lot.

3.10 Construction Deposit. At the time of submission of the Final Plans (as set forth in Section 3.3B) to the Committee, the Owner shall make a \$500 Construction Deposit payable to the Forest Creek Homeowners Association, Inc. The Committee shall have the right to require the Owner to increase the amount of this Construction Deposit at any time such Construction Deposit has been depleted by prior violations (so that the Construction Deposit on account is \$1,000). The purpose of the Construction Deposit is to insure:

(a) Plans are submitted to the Committee as set forth in Section 3.3 above. In the event construction of a house or other improvements are started without the prior written approval of the plans for such, then the entire amount of the Construction Deposit shall be automatically forfeited as liquidated damages to the Association. Further, all other rights of the Developer, the Committee and the Association may have with respect to approval of the plans shall continue, including rights to injunctive relief, damages and other rights.

(b) A clean job site, compliance with the Restrictions, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Committee to the Lot Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in the Subdivision, "rutting" of any rights of way, servitudes or other lots in the Subdivision caused by construction related vehicles, the spilling of concrete on any streets or other areas of the Subdivision and any trash or debris dispensed in the Subdivision. If the violation or damage has not been corrected within five (5) days after the date of the notice, the violation or damage may be corrected by the Committee and the cost of the same shall be charged to the Lot Owner. Said amount may be deducted, without further notice, from the Construction Deposit until said deposit is exhausted, at which time the Lot Owner will be billed for any additional expense. The Association shall have lien rights to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill. Notwithstanding the provisions of this Section however, neither Developer, the Association nor the Committee shall be responsible for the damage to any Lot caused by the activities of the Owner (or builder or others involved in any activity on their behalf) of any other Lot, and shall not be held responsible for any such damage if deductions are not made from the Construction Deposit or other damage collection provisions are not made for such damage. If no violations or damage occurs (or if no deductions for such damage are made from the Construction Deposit by the Committee or the Association), the Construction Deposit will be refunded in full to the original submitter of the Construction Deposit after satisfactory completion of construction of improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in

these Restrictions. To the extent any of the Construction Deposit was spent for correction of any violations or damage, any balance will be refunded to the original submitter of the Construction Deposit after the satisfactory completion of the improvements and landscaping.

3.11 Approval of Plans by Architectural Control Committee. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Section 3 of these Restrictions.

3.12 Minimum Sizes of Residences. The minimum size of a residence is to be computed on the basis of the square footage area that is mechanically heated and cooled (the "living area"). These living area square footages exclude garages, carports, breeze ways, open porches, terraces, patios, overhanging eaves and storeroom areas that are not mechanically heated and cooled. The minimum size requirements are as follows:

(A). For all lots, the minimum living area shall be 1,500 square feet for a single story house and 1800 square feet for a 1.5 or two-story house.

(B). On request of a Lot Owner, the Committee can reduce the above stated size requirements by up to Ten percent (10%) in its sole discretion.

3.13 Building Setback Lines. For all Lots, no residence, car storage structure (other than driveways and parking pads) or outbuilding shall be built nearer the sideline of a Lot than the distance required by Parish Ordinances (five feet), except as may have been waived in an application for a waiver or variance applied for by the Developer. Front and side street (for corner lots) building lines shall be in accordance with the Final Plat for the Subdivision and rear yards shall be in accordance with any applicable ordinances and regulations of East Baton Rouge Parish, Louisiana.

3.14 Car Storage and Garage Doors. All homes must have a fully enclosed garage with a closing garage door. For garage doors with glass, a picture or drawing must be submitted to the Committee for approval prior to installation. All garages that require a garage door shall be equipped with fully operational automatic garage door openers activated by remote control. Garage doors may be constructed of wood or painted metal, and must be raised panel. All garage doors must remain closed except for ingress or egress. Windows in garages that face any street must have appropriate window treatments to screen garage interior from the street.

3.15 Configuration on Lot. Any house built on any corner lot in the Subdivision must face the street with the least amount of linear footage along the lot. All other houses must face the street on which they border.

3.16 Driveways. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. Driveways shall only be on the side of the

Lot designated in writing by the Committee. Prior to design of a home, the Driveway Plan for the Subdivision should be obtained from the Committee and followed. The Committee may grant variances from the Driveway Plan when deemed appropriate because of special circumstances of lot layout, house design, utility box location, street drain locations or for other reasons.

3.17 Home Placement and Two Story Homes. In order to assure that location of the houses will be harmonious, that the maximum view will be available to each house, that the structures will be 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 the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all residential building site, provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site and location. Two story homes (and story and a half homes) will be scrutinized by the Committee from a privacy, overlook and massing standpoint.

3.18 Ceiling Height. All residences shall be constructed with interior ceilings on the ground floor not less than nine feet (9') high.

3.19 Window Units. Window mounted air-conditioning or heating units may be used in non living area spaces only, such as garage storage rooms. They must be installed, however, in such a way that they are not visible from any street bordering the lot. There shall be no window units above the first floor of any home.

3.20 Shutters. Where shutters are deemed appropriate, only wood will be allowed as the construction material.

3.21 Fascia, Eaves & Soffits. Fascia, eaves and soffits shall be constructed of wood. No synthetic material (including but not limited to vinyl or aluminum) will be permitted. A substantial portion of the eaves on the front elevation of each home shall be 9 feet and 10 feet (or higher) from ground level.

3.22 Roof. When a substantial portion of the roof pitch is the same, it must be a minimum of a 7:12 pitch. At the Committee's discretion, when some roofs of a house have pitches greater than 10:12, then some roof pitches less than 10:12 may be allowed. For second story roofs or for special roofs (such as shed roofs) the Committee may approve a lesser pitch if the designer can show that it is more appropriate to the proportions of the house. Roof materials shall be of various shades of black, dark grey or dark earth tones. The minimum roof composition requirement shall be 3-TAB shingles, other roofing materials that may be used, are: true slate or imitation slate shingles. (all other materials must be approved by the Committee). False shadow line shingles will not be allowed.

3.23 Ridge Vents. Only shingle covered ridge vents will be allowed.

3.24 Gutters. Gutter colors must be submitted to the Committee for approval prior to installation, with indication of the direction of drainage.

3.25 Fireplace Chimneys/Stack Vents. All exposed portions of chimneys must be brick, stucco or hardiplank.

3.26 Exterior Material/Colors. The exterior of the home and accessory buildings shall be constructed of stucco, brick or siding approved by the Committee. Fake stone and lava rock are expressly prohibited. All siding must be wood or synthetic single board lap siding subject to the approval of the Committee. Siding should be used to accent the architectural style rather than used for major walls. Siding shall not be used on more than fifty percent (50%) of exterior walls, without prior written approval of the Committee. Exterior color samples, including siding, trim, brick, roof material and colors should be submitted simultaneously to the Committee with final plans or at the latest, prior to black-in. If any color selections or materials are installed prior to approval, the Construction Deposit shall be automatically forfeited to the holder thereof. Installation of non-approved colors/materials may result in mandatory removal and replacement. All brick used in Forest Creek must be real brick. No black grout is allowed. Any changes in exterior colors or materials must be approved by the Committee, as must all changes to plans. The Committee recommends the use of subdued colors. No bright or "strong" colors will be accepted. Colors will be examined not only in relation to one another on the subject home, but in relation to other homes within the line of sight.

3.27 Skylights/Solar Collectors. Skylights shall not be located on any elevation of the home which faces a street. Only flat skylights shall be allowed elsewhere. There shall be no solar collectors on any home, unless prior approval of the Committee is obtained. Skylights and any proposed solar collectors must be shown on plans when submitted or (if after construction) on a drawing submitted to the Committee

3.28 Window Coverings. No foil, sheets, reflective materials, paper or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the home. The Committee suggests the use of inexpensive shades as temporary window coverings until permanent window coverings are installed. Screens on windows should be submitted with plans. If added to the home later, details and location must be submitted to the Committee for prior approval.

3.29 Windows. Insulated aluminum in the living area with non-insulated aluminum in the garage and non-living areas. Wood windows are also acceptable.

3.30 Gazebos/Pigeonniers. Gazebos and pigeonniers should relate architecturally to the design of the home in both form and material. Details and location of such structures must be submitted for approval by the Committee prior to construction thereof.

3.31 Storage Sheds. Storage sheds must be attached to the house or garage and shall be constructed of the same materials as the residence. No prefab free-standing structures shall be permitted.

3.32 Pools, Spas & Hot Tubs. The design and location of pools, spas and hot tubs shall be subject to approval of the Committee and shall be harmonious with the architecture and landscape design. Pool fences shall conform to City Parish requirements and the requirements for fencing in these Restrictions.

3.33 Underground Utilities. Any new utility lines in the Subdivision shall be installed underground. Electric service from the electric distribution system to a residence or any other structure must be underground.

3.34 Drainage. The Owner of a Lot is responsible for providing for "positive" storm water drainage in the direction indicated in the drainage plan for Forest Creek Subdivision on file with the Department of Public Works of East Baton Rouge Parish. Drainage may be surface and/or subsurface, provided however, that any subsurface drainage system must be approved by the Committee prior to installation thereof. A Lot Owner shall not impede or modify the natural drainage flow of any lot in any manner that will adversely affect other Lot Owners. The Committee or any other Lot Owner shall have the right to bring legal action to enforce this restriction.

3.35 Completion of Improvements. Once construction of a house (or any addition thereto) or outside structure has commenced, it must be completed within nine (9) months. If such improvements are not completed within the time period specified in this section, then the lot owner shall remove the foundation from the lot and restore the lot to a clean and attractive appearance (unless otherwise approved by the Committee).

3.36 Fences. All fence details must be submitted to the Committee for approval prior to construction. Gates are considered as part of fences and must be submitted for approval. Perimeter fences shall be constructed of natural (unpainted/unstained) cedar or cypress, brick, wrought iron, or simulated wrought iron (aluminum or other), unless otherwise approved. No fence may exceed six feet (6') in height (unless otherwise approved by the Committee). Board fences must be dog-eared and the fence shall use only wood posts. Fences shall not be constructed forward of the front elevation (and side elevation for a corner Lot) of the residence, except with the approval of the Committee. Chain link or wire fences are prohibited.

3.37 Trash, Littering/Stockpiling. All construction sites are to be clean so as to facilitate a pleasing appearance to homeowners, visitors or prospective buyers and to eliminate any hazards for the visitors who will be touring through the various construction projects. All wrappers, paper goods and light weight

building materials that could potentially blow onto adjacent properties, a lake or park area, shall be maintained, properly stored or deposited in trash receptacles on a daily basis. Any food wrappers, containers, etc. from lunch or breaks of workers shall be deposited in trash receptacles on their respective building site. No Common Areas shall be used for lunch or breaks by workers. There will be no stockpiling or dumping on adjacent lots. Every effort should be made to keep any construction debris off of adjacent property and lakes. When construction is to begin adjacent to a vacant Lot, the contractor shall not utilize such adjacent property in any manner unless prior approval and conditions have been granted by the adjacent Lot Owner. Any damage to adjacent property is to be repaired immediately. Neither the Developer, the Association, nor the Committee shall be responsible for any damage caused by any fires that occur.

3.38 Speed Limit. The established speed limit within the Subdivision is 25 miles per hour for construction vehicles, including light trucks and autos. This must be strictly adhered to.

3.39 Damages. Any damages to the street curbs, drainage system, street lights, street signs, mailboxes, landscaping, Common Area, adjacent Lots or any other similar property and infrastructure may be repaired by the Committee and such costs may be deducted from the Construction Deposit (as set forth in Section 3.10 of these Restrictions). If the cost of the repairs exceeds the amount of the Construction Deposit, the responsible Lot Owner shall be obligated to pay such excess cost and the Committee shall have lien rights on the Lot Owner's Lot to enforce collection of such amounts.

3.40 Port-0-Lets. Each Lot Owner (through his builder) shall be required to provide a properly maintained "Port-0-Let" on-site during construction. Pooling or sharing the cost of "Port-0-Let" by builders of adjacent lots or directly across the street is permissible. The "Port-0-Let" shall be maintained on a regular basis and the door of the "Port-0-Let" shall face toward the subject property and not toward the street.

3.41 Loud Music. Loud radios or noise (during construction or otherwise) will not be allowed within the Subdivision. Speakers mounted on vehicles or outside of houses under construction will not be permitted.

3.42 Grass and Weeds on Construction Sites. During home construction, grass and weeds will be appropriately maintained by the builder.

3.43 Sewerage. No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system unless the design for that method of treatment and disposal has been approved by the Architectural Control Committee and the appropriate health units of governmental bodies having jurisdiction over such matters. There shall be no connection to the Subdivision's designated sanitary sewer system that has not been approved and permitted by the proper East Baton Rouge Parish authorities.



#### 4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 Residential Use. All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these Restrictions. Apartment houses and lodging houses are prohibited. Not more than one single-family residence, with accessory buildings, shall be built or constructed on each Lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any “community home” as defined in La. R.S. 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such.

4.2 Resubdivision of Lots. No resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee, after the Committee has approved of such decision by majority vote. Notwithstanding the above to the contrary, however, so long as the Developer is the Owner of any lots in Forest Creek, the Developer may subdivide any lots of Forest Creek in its sole discretion, without needing the vote of any other Lot Owners or approval from the Committee or any other parties.

4.3 Servitudes and Rights of Way. Various servitudes and rights of way for installation and maintenance of utilities, drainage facilities and ditches, and for sidewalks and emergency access are reserved as shown on the Final Plat and other recorded plats relating to the Property. Within these servitudes, 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 (easements) or which may interfere with the passage along the sidewalks, or future emergency access. The servitude area on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. To the extent any landscaping, fences or other improvements are placed in any servitude area, such items are subject to removal or damage at the Lot Owner’s expense in the event work in the servitude area is required.

4.4 Single Residence. No trailer, basement, shack, garage, garage apartment, storage room, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently. No structure may be occupied as a residence until its exterior is completely finished.

4.5 Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred, or maintained otherwise in accordance with law. Domestic animals shall not be permitted to roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. Dogs that tend to obsessively bark shall not be allowed to remain outside in the yard of any residence.

4.6 Refuse. No trash, ashes or any other refuse may be thrown or dumped on any Lot (vacant or occupied). No building materials may be stored on any Lot except during the construction period of a residence or other approved improvements thereon. No building materials or trash may be stored or deposited on any Lot other than the one under construction, except with the permission of such other Lot Owner (vacant or occupied). No trash containers may be placed in front of any home before 6 PM on the day before trash pickup.

4.7 Lot Maintenance. For all lots, the yard to be maintained includes the grass area between the front of the lot and the back of any street curb bordering the Lot. For Lots which have a Lot Servitude bordering the Lot, the yard to be maintained by the Lot Owner shall include such bordering Lot Servitude area (see Section 4.23). Landscaping shall be maintained in a neat and attractive manner by the Lot Owner. If the Lot is not mowed and kept clean by the Lot Owner (and the landscaping maintained) the Committee may notify the Lot Owner of the condition. If after 10 days from the sending of such notice, no action is taken by the Lot Owner, then the Committee may cause said Lot to be mowed (and landscaping maintained) and the Owner of such Lot shall be billed the greater of the cost thereof (including attorney fees if legal action for collection is deemed necessary by the Committee) or \$80 per mowing (or maintenance). The Association shall have lien rights to enforce payment of any charges for such mowing and maintenance (and attorney fees if legal action for collection is deemed necessary by the Committee).

4.8 Maintenance (Home Exterior). Each Owner of a home shall keep the exterior of said home reasonably maintained, including garages, carports and other approved out-buildings. This shall include the painting or replacement of roofs, gutters, downspouts and exterior building surfaces and any other necessary maintenance including the replacement of windows, doors and shutters when necessary.

4.9 Playground Equipment. Playground equipment and swing sets may be made of wood, metal, or plastic. Metal equipment must be kept in good condition, free of rust and chipping paint. Wood is recommended. All such playground equipment must be placed in the rear of the house only. No unattended bicycles/toys are allowed in the front yard of any residence. All such equipment must be screened from view with adequate landscape shrubbery or fencing so as to reduce visibility from streets or park areas. The Developer will not install any playground equipment on any Common Areas in the Subdivision.

4.10 Basketball Goals. Basketball goals are permitted, however, under no circumstances are basketball goals allowed to be attached to any part of a residence or other structure. Any Owner desiring to install a basketball goal must get the Committee's approval of the location and placement of the same prior to installation.

4.11 Commercial Activities. No commercial, business or trade activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Subdivision. This restriction, however, shall not prohibit a builder from erecting a temporary shed and/or office on any Lot during the construction of a house on the same Lot. A Builder may use a home or homes as a model and

temporary sales office during his building program in the subdivision. An exception to this paragraph is that the Developer (or its designee) may have a construction and/or sales office in the Subdivision. These Restrictions shall not prohibit any home office that is allowed according to the type of zoning on the Subdivision (applying the zoning ordinances of East Baton Rouge Parish), however, no direct retail or wholesale sales activities shall be allowed from residences or Lots in the Subdivision.

4.12 Signs. No signs of any kind or description shall be displayed on any Lot, other than real estate “For Sale” signs. The Developer is excepted from the restriction. No signs (such are garage sale, lost pet, announcements, etc.) shall be attached to any subdivision street sign poles or light poles. No signs of any kind permitted on any windows, homes or vehicles.

4.13 Satellite Dishes. No television (or other) satellite dish larger than 24 inches in diameter, or ones intended to be installed on the front half of the house (or on any side of the house facing a street) may be installed on any Lot except with the prior written approval of the Committee. No satellite dishes shall be installed on any fence.

4.14 Mailboxes. The Developer will designate a type of mailbox, including mounting post (the “Subdivision Mailbox”), as to design, construction, material and color, to be used for all Lots in the Subdivision. When a house is built on any Lot, the Owner thereof shall only use a Subdivision Mailbox, the purchase and maintenance of which shall be the sole responsibility and at the sole cost of each respective Owner. The Committee may designate mailbox placement plan (depending on requirements of the U.S. Postal Service), in which case each Owner shall place his respective mailbox according to such plan.

4.15 Mobile Homes, Trailers and Boats or Other Vehicles.

A. The keeping of a mobile home or mobile home trailer, either with or without wheels, on any Lot is prohibited on all Lots. No school buses shall be allowed to be kept or stored on any Lot or street in the Subdivision at any time.

B. No house boat, recreational vehicle (motor home), large camper trailer, truck (larger than a pick-up truck), or trailer of any kind may be maintained, stored or kept on any of the Lots.

C. No repairs are to be done on any vehicle of the types mentioned in this section in front of the garage or on the street in the front of any residence.

4.16 Vehicle Parking. 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 may be parked on or within any park area, common area, private servitude of access, or on the neutral ground of any street. No vehicles may be

parked on any driving surface in any manner which blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed off the property at the expense of the owner of the vehicle.

4.17 Go-Carts, Motorbikes and Other Similar Vehicles. No unlicensed go-carts, motorbikes, off-road vehicles and other similar vehicles shall be permitted to be driven on the streets, sidewalks or street right-of-ways of the Subdivision or Common Areas. Also, no unlicensed operators shall be allowed to drive or operate any of these types of vehicles or any other licensed vehicles on the streets, sidewalks or street right-of-ways of the Subdivision or the Common Areas.

4.18 Firearms. The use of firearms or air guns is strictly prohibited in Forest Creek Subdivision.

4.19 Antennas, Outside Lighting, and Outside Sound. No outside above-ground lines, outside television antennas, radio antennas, or hanging devices shall be allowed without the prior written consent of the Committee. Antennas will under no circumstances be allowed to be placed in front of the farthest front or side extension of the residence or garage on any Lot. Exterior 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. Outside music shall not be played so loudly that it is considered a nuisance by neighbors. The Committee shall have the sole discretion as to what may or may not be considered a nuisance.

4.20 Gardening. No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

4.21 Clotheslines. 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 from any railing, fence, hedge or wall.

4.22 Nuisances. 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 Owners. Decisions of the Committee in its sole discretion shall be final as to what does or does not constitute an annoyance or nuisance.

4.23 Lot Servitudes. Behind (or on the side) of many Lots is shown a Private Drainage Servitude on the Final Plat of the Subdivision (referred to in these Restrictions as a "Lot Servitude"). This Lot Servitude area is Common Property owned by the Homeowners Association, but is subject to a predial servitude for the

exclusive use and sole benefit of the Owner of such Lot and his invitees (except that the Homeowners Association or their designees shall have the right of ingress, egress and use of such Lot Servitude areas for access to and maintenance of Common Area). Cutting of the grass and other maintenance of the Lot Servitude area adjacent to any Lot is the responsibility and shall be at the cost of the Owner of the Lot adjacent to such Lot Servitude area.

## 5. HOMEOWNERS ASSOCIATION

5.1 Organization. The Forest Creek Homeowners Association, Inc. (the "Association") is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Articles of Incorporation and the By-Laws. There shall be only one Association that shall have jurisdiction over the Property and all additions thereto.

5.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except during the Appointment Period as stated in Section 1.12 and Section 5.5 of this document, the numbers, term, election and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and/or the By-Laws. During the Appointment Period, the Board of Directors of the Association shall be three (3) members appointed by the Developer. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to managers, to officers of the Association or to agents and employees of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Owners, except as otherwise specifically provided in this Declaration.

5.3 Membership in Association. The Owners of a Lot shall collectively and automatically constitute a single member of the Association by virtue of and to the extent of the Owner's ownership of the Lot, there being one membership in the Association for each Lot. The membership shall automatically pass with the ownership of the Lot. Persons may hold separate memberships in the Association by virtue of their ownership of separate Lots. Membership in the Association shall not be assignable and shall not pass separate and apart from ownership of a Lot.

5.4 Voting Rights of Members. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by any Owner, but in no event shall more than one vote be cast for each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot 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 shall be suspended in the event more than one Person seeks to exercise it. The voting weight appurtenant to each Lot shall be equal and each Lot shall have one vote.

5.5 Board of Directors During Appointment Period. During the Appointment Period, the Board of Directors shall consist of three Directors, and Declarant shall have and hereby reserves the continuing right to appoint the three Directors during such Appointment Period.

5.6 Duties and Powers of Association. The Association has been formed to further the common interests of the Owners. The Association, acting through the Board of Directors or through Persons or Managers to whom the Board of Directors has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Common Areas. Among other things, it will be the responsibility of the Association (through its Board of Directors) to:

- A. Elect officers to conduct the affairs of the Association.
- B. Enforce all covenants and restrictions herein contained.
- C. Serve and represent the Owners in any public matter or hearing affecting the Subdivision.
- D. Maintain any landscaping, gates, and other structures at the Subdivision entrance and all streets and Common Areas throughout the Subdivision, including landscape areas, private servitudes of access, and burms.
- E. Maintain the grounds (including cutting the grass) on all park areas, streets, private servitudes of access, and Common Areas.
- F. Maintain and replace the equipment and facilities of, when needed, supervise, insure with liability insurance or any other insurance required.
- G. Pay the promissory notes at any bank or lending institution on which the Association is indebted.
- H. Maintain any streets, playgrounds, servitudes of access, recreation areas and common areas thereof in a neat and attractive manner
- I. Act in any other capacity or matter in which the majority of the Board of Directors so vote.

5.7 Acceptance of Property and Facilities Transferred by Declarant. The Association shall accept title to any Common Area indicated as such on the Final Plat, subject to the rights elsewhere in this Declaration.

5.8 Management and Care of Common Areas, streets, and servitude(s) of access. The Association shall manage, operate, care for, maintain and repair the Common Area, streets, and servitude(s) of access and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Association shall have title to the Common Area, streets, and servitude(s) of access and no Owner or any other Person shall have the right to claim, own or partition any Common Area. Streets may be dedicated to the city/parish authority for maintenance if the Association so decides via the approval of an amendment to these deeds and restrictions, but any and all city/parish rules and regulations related to open access to streets and ingress / egress of traffic will then be imposed on Lot Owners.

5.9 Budgets and Assessments. The Association shall adopt Budgets and levy and collect Assessments as required by the By-Laws or otherwise in a manner consistent with the customs and practices of similar organizations in East Baton Rouge Parish, Louisiana.

5.10 Rules and Regulations. The Association shall from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or any amended Act. Any Rules and Regulations shall be reasonably and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. In the event of any conflict between the Rules and Regulations and this Declaration, this Declaration shall prevail. The Association shall have the power to enforce the provisions of this Declaration, and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause compliance therewith by each Owner.

5.11 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act, including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, managers, agents, consultants, subject only to such limitations upon such powers as may be set forth in this Declaration, the Articles of Incorporation or the By-laws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, the Articles of Incorporation, the By-Laws or Rules and Regulations and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration, the Articles of Incorporation, the By- Laws or the Rules and Regulations.

5.12 Rights During Appointment Period. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association for the duration of the Appointment Period. The rights and reservations of Declarant set forth in this Declaration shall be deemed accepted and reserved in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any Lot is conveyed by Declarant, whether or not specifically stated therein. The rights, reservations and servitudes of Declarant set forth in this Declaration shall be prior and superior to any other

provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

## 6. ASSESSMENTS

6.1 Regular Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to agree to pay the Association regular assessments, special assessments, dues or charges as may be established and provided for in these Restrictions. Beginning in the year 2007, each Lot shall be subject to and the Lot Owner shall pay an annual assessment of THREE HUNDRED DOLLARS AND NO/100 (\$300.00) (the "Initial Assessment"), payable on or before June 30. The Initial Assessment shall remain effective for the years after 2007 unless changed by the required vote of the Board of Directors as set forth below. All assessments shall be paid to the Forest Creek Homeowners Association, Inc. After 2007, the assessments may be increased or decreased no more than 20% per year by the affirmative vote of the majority of the Board of Directors of the Association. Any increase or decrease in assessments and/or dues greater than 20% per year may only be effected by (i) a majority vote of Owners who are voting in person or by proxy at a meeting duly called for this purpose and (ii) the vote of Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association. The Common Expenses to be funded by the annual Assessments shall include amounts to pay for the responsibilities of the Association as set forth in Section 5.6 above and as otherwise set forth in these Restrictions, including, but not necessarily be limited to, the following:

- (A) management fees and expenses of administration, including legal and accounting fees and insurance premiums;
- (B) 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 or paid by the Association;
- (C) the expenses of maintenance, operation, and repair of other amenities, streets, and facilities serving the subdivision, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;
- (D) amounts spent with independent professionals by the Architectural Control Committee for plan review,
- (E) ad valorem real and personal property taxes assessed and levied against the Common Areas;
- (F) the expenses for conducting recreational, cultural, or other related programs for the benefit of



the Owners and their families, tenants, guests and invitees;

(G) 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; and Notwithstanding anything in these Restrictions to the contrary, the Developer shall be exempted from the payment of any regular assessments, special assessments or any other charges or assessments of any kind to the Association.

6.2 Special Assessments. In addition to the regular 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 such Assessment shall be approved by (i) Declarant, for so long as Declarant owns any Lot primarily for the purpose of sale, 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 6.4 below. 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 each adopted. Such special Assessments are to be prorated among the Lots equally as provided with respect to regular Assessments. The Developer is exempted from paying any Special Assessments for any Lots it owns in the Subdivision.

6.3 Individual Assessments. 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 Owner and his respective Lot. The individual Assessments provided for in this Section 6.3 shall be levied by the Board of Directors, and the amount and due date of such assessment so levied by the Board shall be specified by the Board. The Board of Directors may levy, as an individual Assessment, an Assessment for the charges that may be imposed by the terms of these Restrictions, including, but not limited to, those set forth in Section 3.9, Section 3.10, and Section 4.7. The Developer is exempted from paying any Individual Assessments for any Lots it owns in the Subdivision.

6.4 Notice of Meetings and Quorum. Written notice of any meeting of the Association called for the purpose of taking any action, including establishing or changing assessments (when a vote of Owners is required), shall be sent to all Owners not less than 10 days nor more than 30 days in advance of the meeting. Said notice may be sent only by a member of the Board of Directors or any officer of the Association. The presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes shall constitute a quorum. In the event a quorum is not present at a duly called meeting, the meeting shall be adjourned. Thereafter, written notice of a second meeting shall be given as set forth above in this paragraph and a quorum shall not be required at such second meeting, provided such second meeting is held within 60 days after the first meeting.

6.5 Liens. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association.

6.6 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. 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. In the event an Owner fails to pay an Assessment within ten days (10) after the due date thereof, the Board of Directors of the Association may send the delinquent Owner notice of such payment due. If the delinquent Owner fails to pay the amount due within thirty (30) days after the date of mailing of such notice, the Board of Directors may elect to file a claim of lien against the Lot of the delinquent Owner by recording notice setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c.) the legal description and municipal address of the Lot against which the lien is claimed; and (d) the name of the Owner of the Lot as shown upon the records of the Association. The 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 be prior to any declaration of homestead rights and any other lien, encumbrance or Mortgage encumbering the Lot; provided, however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien, encumbrance or Mortgage encumbering the Lot. The lien shall secure all amounts set forth in the notice of lien, as well as all subsequently accruing amounts (including reasonable attorneys' fees). The lien shall continue until the amounts secured by it and all subsequently accruing amounts (including attorneys' fees) are fully paid or otherwise satisfied. When all amounts claimed under the notice of lien and all other costs (including reasonable attorneys' fees) and Assessments which have accrued subsequent to the filing of the notice of lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Louisiana. The lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a previously recorded First Mortgage shall extinguish the lien, but it shall not relieve the purchaser or the transferee of the Lot from liability for, or the Lot from the lien of, any Assessments, late charges, interest and costs of collection (including reasonable attorneys' fees) made thereafter. Any delinquent Assessments and costs of collection (including reasonable attorneys' fees) which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots as a common expense. 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 equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to Lot, 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 at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, 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.

## 7. GENERAL PROVISIONS

7.1 Strict Interpretation of Restrictions. These Restrictions, including all obligations, covenants, Restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted to provide authority to the Declarant, the Association and the Committee to create and maintain the Subdivision. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

7.2 Knowing Violation of Restrictions. In the event of a knowing or intentional violations of these Restrictions or in the event of a continuing violation of these Restrictions after receipt, by the violator or Owner of the Lot on which the violation occurs, of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator, or Owner of the lot, reasonable attorneys fees to be fixed and awarded by the court.

7.3 Amendment of Restrictions by Developer. The Developer reserves the right to amend these Restrictions one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Developer. Any amendment of these Restrictions shall be in writing and shall be effective when filed for recordation in East Baton Rouge Parish, State of Louisiana, The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the Developer to be in furtherance of the development of the Subdivision.

7.4 Amendment of Restrictions by Owners. Except as may otherwise be provided in these Restrictions, any covenant, condition, restriction, servitude or other provision contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by a vote of Members of the Association holding at least two-thirds (2/3) of the voting power of the Association, present in person or by proxy at a duly constituted meeting. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the voting group to be in furtherance of the development of the Subdivision. Notwithstanding the above to the contrary, however, so long as the Developer is an Owner of a Lot or Lots in the Subdivision, there shall be no amendment to these Restrictions without the written consent of the Developer on the amendment document.

7.5 Notices. Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the house on a Lot in the Subdivision, or if there is no house on a Lot, the address which the Owner of such lot have given the Secretary of the Association for mailing of notices. If no address has been given the Secretary for mailing of notices for lots which do not have a house thereon, then notices are not required to be made to the Owner of such Lot, but may be sent to the person who appears as Owner on the records of the Assessor for East Baton Rouge Parish, Louisiana at the time of mailing at the address shown on such Assessor's records.

7.6 Enforcement. If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner, the Association or the Developer to prosecute any proceeding at law or in equity against such an Owner violating or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by a mandatory or prohibitory injunction without the necessity of providing bond, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these Restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter against such violating Owner or any other Owner which may participate in a similar violation at a future date.

7.7 Severability. Invalidation of any one of these reservations, restrictions, covenants or conditions by judgment or court order shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.

THUS DONE AND SIGNED in Baton Rouge, LA, on the day, month and year first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

Witnesses:

Tiger Pointe Development, LLC

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By: Stephen G. Cramer, Manager

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M. Aubrey McCleary, Jr.,  
Notary Public  
BRN 8757