

RIVER PARK ESTATES PHASE 2
ARTICLES OF INCORPORATION

STATE OF LOUISIANA
ARTICLES OF INCORPORATION

(R.S. 12:203)

1. The name of this corporation is:

RIVER PARK ESTATES PHASE 2 HOMEOWNERS' ASSOCIATION, INC.

2. This corporation is formed for the purpose of:

ENGAGING IN ANY LAWFUL ACTIVITY FOR WHICH CORPORATIONS MAY BE FORMED UNDER CHAPTER 2, TITLE 12, OF THE LA REVISED STATUTES (NON-PROFIT CORPORATION LAW)

3. The duration of this corporation is (may be perpetual):

PERPETUAL

4. The street address (not a P.O. Box only) of the corporation's initial registered office is:

15015 JAMESTOWN AVENUE, #100
BATON ROUGE, LA, 70810

5. Mailing Address:

15015 JAMESTOWN AVENUE, #100
BATON ROUGE, LA, 70810

6. The name and street address (not a P.O. Box only) of the corporation's initial registered agent(s) is/are:

BRENT J. BOURGEOIS
4232 BLUEBONNET BOULEVARD
BATON ROUGE, LA, 70809

7. The name and address of each incorporator of this corporation is:

BRENT J. BOURGEOIS
4232 BLUEBONNET BOULEVARD
BATON ROUGE, LA, 70809

8. The name and street addresses of the corporation's initial directors are:

SEBASTIAN ALVAREZ (PRESIDENT, DIRECTOR)
15015 JAMESTOWN AVENUE, #100
BATON ROUGE, LA, 70810

CARLOS ALVAREZ (VICE-PRESIDENT, DIRECTOR)
15015 JAMESTOWN AVENUE, #100
BATON ROUGE, LA, 70810

ANA TANNER (SECRETARY/TREASURER, DIRECTOR)
15015 JAMESTOWN AVENUE, #100
BATON ROUGE, LA, 70810

9. This corporation is to be organized on a non-stock basis.

Other Provisions:

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

I HEREBY CERTIFY THAT I AM THE INCORPORATOR AND HAVE THE AUTHORITY TO
SIGN ON BEHALF OF ANY OTHER INCORPORATOR LISTED.

ELECTRONIC SIGNATURE: BRENT J. BOURGEOIS (5/10/2022)

TITLE: AGENT AND ATTORNEY

RIVER PARK ESTATES PHASE 2
BYLAWS

**BYLAWS OF
RIVER PARK ESTATES PHASE 2
HOMEOWNERS' ASSOCIATION, INC.**

I. MEMBERS

Section 1. Place of Holding Meetings.

All meetings of the members shall be held at the principal business office of the corporation in East Baton Rouge Parish, Louisiana, or at such other place as may be specified in the notice of the meeting.

Section 2. Annual Election of Directors.

The annual meeting of members for the election of directors, and the transaction of other business, shall be held at 7:00 p.m., on the first Thursday of May of each year, or in the event that date is a legal holiday, on the first Thursday thereafter which is not a legal holiday.

Section 3. Voting.

A. On demand of any member, the vote for directors, or on any question before a meeting, shall be by ballot. All elections shall be had by plurality, and all questions decided by majority, of the votes cast except as otherwise provided by the articles, bylaws or Restrictions.

B. At each meeting of members, a list of the members entitled to vote, arranged alphabetically and certified by the Secretary, showing the number of votes held by each such member on the record date for the meeting, shall be produced on the request of any member.

Section 4. Quorum.

Except as provided in the Restrictions and in the next section hereof, any number of members, together holding at least a majority of the outstanding votes entitled to vote thereat, who are present in person or represented by written proxy at any meeting, constitute a quorum for the transaction of business despite the subsequent withdrawal or refusal to vote of any member.

Section 5. Adjournment of Meeting.

If less than a quorum is in attendance at any time for which a meeting is called, the meeting may, after the lapse of at least half an hour, be adjourned by a majority in interest of the members present or represented and entitled to vote thereat. If notice of such adjourned meeting is sent to the members entitled to vote at the meeting, stating the purpose or purposes of the meeting and the previous meeting failed for lack of quorum, then any number of members, present in person or represented by written proxy, and together holding at least one-fourth of the outstanding votes entitled to vote thereat, constitute a quorum at the adjourned meeting.

Section 6. Special Meetings: How Called.

Special meetings of the members for any purpose or purposes may be called by the president or by resolution of the directors, and shall be called upon a written request therefor, stating the purpose or purposes thereof, delivered to the secretary and signed by a majority of the directors or by one-fifth in interest of the members entitled to vote.

Section 7. Notice of Members' Meetings.

Written or printed notice, stating the place and time of any meeting, and, if a special meeting, the general nature of the business to be considered, shall be given to each member entitled to vote thereat, at his last known address, at least thirty (30) days before the meeting in the case of an annual meeting and ten (10) days before the meeting in the case of a special meeting. Any irregularity in the notice of an annual meeting held at the corporation's principal business office at the time prescribed in Section 2 of this Article I, shall not affect the validity of the meeting or any action taken thereat.

II. DIRECTORS

Section 1. Number of Directors.

The number of directors of the corporation is not less than three (3) nor more than nine (9).

Section 2. Place of Holding Meetings.

Meetings of the directors, regular or special, may be held at any place, within or outside Louisiana, as the board may determine.

Section 3. First Meeting.

The first meeting of each newly elected board of directors shall be held immediately following the annual meeting of members, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum is present; or they may meet at such time and place as fixed by the consent in writing of all of the directors, or by notice given by the majority of the remaining directors. At the first meeting, or at any subsequent meeting called for the purpose, the directors shall elect the officers of the corporation.

Section 4. Regular Directors' Meeting.

Regular meetings of the directors shall be held at least semi-annually, and may be held more often without notice, at such time and place as may be designated by the directors.

Section 5. Special Directors' Meeting: How Called.

Special meetings of the directors may be called at any time by the board of directors or by the executive committee, if one be constituted, by vote at a meeting, or by the president, or in writing, with or without a meeting, by a majority of the directors or of the members of the executive committee. Special meetings may be held at such place or places within or outside

Louisiana as may be designated by the board of directors. In the absence of such designation, any such meeting shall be held at such place as may be designated in the notice thereof.

Section 6. Notice of Special Directors' Meetings.

Notice of the place and time of every special meeting of the board of directors shall be delivered to each director, or sent to him by telegraph or by mail, or by leaving the same at his residence or usual place of business, at least two (2) days before the date of the meeting.

Section 7. Quorum.

At all meetings of the board, a majority of the directors in office and qualified to act constitute a quorum for the transaction of business, and the action of a majority of the directors present at any meeting at which a quorum is present is the action of the board of directors, unless the occurrence of a greater proportion is required for such action by law, the articles or these bylaws. If a quorum is not present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. If a quorum be present, the directors present may continue to act by vote of a majority of a quorum until adjournment, notwithstanding the subsequent withdrawal of enough directors to leave less than a quorum or the refusal of any directors present to vote.

Section 8. Remuneration to Directors.

Directors, as such, shall not receive any stated salary for their services, but by resolution of the board, expenses of attendance, if any, and except as to salaried officers or employees of the corporation or an affiliated company, a fixed fee may be allowed to directors for attendance at each regular or special meeting of the board or of any committee thereof; but this Section does not preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Powers of Directors.

The board of directors has the management of the business of the corporation, and subject to any restrictions imposed by law, the Restrictions, the articles or these bylaws, may exercise all the powers of the corporation. Without prejudice to such general powers, the directors have the following specific powers:

- (a) From time to time, to devolve the powers and duties of any officer upon any other person for the time being.
- (b) To confer upon any officer the power to appoint, remove and suspend, and fix and change the compensation of, subordinate officers, agents and factors.
- (c) To determine who is entitled to vote.
- (d) To delegate any of the powers of the board to any standing or special committee or to any officer or agent (with power to subdelegate) upon such terms as they deem fit.

Section 10. Resignations.

The resignation of a director shall take effect on receipt thereof by the president or secretary, or on any later date, not more than thirty (30) days after such receipt, specified therein.

Section 11. Directors Upon Initial Transfer from Developer to HOA.

Notwithstanding anything herein to the contrary, without need of a meeting or vote of the members, and contemporaneous with final transfer of control of River Park Estates Phase 2 from Developer to the lot owners/homeowners as members of the Association, either Developer or Contractor, as such are defined in the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Willows at Bayou Fountain Subdivision, as amended, recorded in the official records of East Baton Rouge Parish, Louisiana (sometimes referred to as the "Declaration" or the "Restrictions"), shall be permitted and authorized to appoint successor Directors to serve on the Board of Directors of the Association for a minimum term of one (1) year after appointment, which shall be documented by written notice to the Board of the Association.

III. COMMITTEES

Section 1. Executive Committee.

The board of directors may delegate the day-to-day managerial functions of the company to an executive committee delegating whatever powers to said committee which the board in its discretion may deem fit to so delegate. If an executive committee is appointed, the president shall be a member, and two (2) other members of the board of directors shall likewise be members, and the committee shall have all of the powers of the board when the board is not in session, except the power to make or alter bylaws, fill vacancies on the board or the executive committee, or change the membership of the executive committee.

Section 2. Architectural Committee.

The board of directors may appoint an Architectural Committee, which shall initially consist of two (2) persons. The purpose of the Architectural Committee is to consider and approve or disapprove of plans and specifications related to any addition and/or improvement to a Lot once submitted by a Member as and when required by the Restrictions. The duties and responsibilities of the Architectural Committee shall be as provided in the Restrictions in Article V and elsewhere. Among its responsibilities, the Architectural Committee shall set (or waive) a Construction Deposit, in its sole reasonable judgment, related to any addition and/or improvement to a Lot."

Section 3. Minutes of Meetings of Committees.

Any committees designated by the board shall keep regular minutes of their proceedings, and shall report the same to the board when required, but no approval by the board of any action properly taken by a committee shall be required.

Section 4. Procedure.

If the board fails to designate the chairman of a committee, the president, if a member, shall be chairman. Each committee shall meet at such times as it shall determine, and at any time on call of the chairman. A majority of a committee constitutes a quorum, and the committee may take action either by vote of a majority of the members present at any meeting at which there is a quorum or by written concurrence of a majority of the members. In case of absence or disqualification of a member of a committee at any meeting thereof, the qualified members present, whether or not they constitute a quorum, may unanimously appoint a director to act in place of the absent or disqualified member. The board has power to change the members of any committee at any time, to fill vacancies, and to discharge any committee at any time.

IV. OFFICERS

Section 1. Titles.

The officers of the corporation shall be a president, a vice president, a treasurer, a secretary, and such other officers as may, from time to time, be elected or appointed by the board. Any two officers may be combined in the same person, and none need be a director.

Section 2. President.

The president shall, when present, preside at all meetings of the directors and members. He is the chief executive officer, with general management of the corporation's business and power to make contracts in the ordinary course of business; shall see that all orders and resolutions of the board are carried into effect and direct the other officers in the performance of their duties; has power to execute all authorized instruments; and shall generally perform all acts incident to the office of president, or which are authorized or required by law, or which are incumbent upon him under the provisions of the articles and these bylaws.

Section 3. Vice President.

The vice president shall have such powers, and shall perform such duties, as shall be assigned to him by the directors or by the president, and shall, in the absence or disability of the president, perform his duties and exercise his powers.

Section 4. Treasurer.

The treasurer has custody of all funds, securities, evidences of indebtedness and other valuable documents of the corporation. He shall receive and give, or cause to be given, receipts and acquittances for moneys paid in on account of the corporation, shall pay out of the funds on hand all just debts of the corporation of whatever nature, when due. He shall enter, or cause to be entered, in books of the corporation to be kept for that purpose, full and accurate accounts of all moneys received and paid out on the account of the corporation, and, whenever required by the president or the directors, he shall render a statement of his accounts. He shall keep or cause to be kept such books as will show a true record of the expenses, gains, losses, assets and liabilities of the corporation; and he shall perform all of the other duties incident to the office of the treasurer.

Section 5. Secretary.

The secretary shall give, or cause to be given, notice of all meetings of members, directors and committees, and all other notices required by law, the Restrictions or by these bylaws, and in the case of his absence or refusal or neglect to do so, any such notice may be given by the members or directors upon whose request the meeting is called as provided in these bylaws. He shall record all the proceedings of the meetings of the members, of the directors, and of committees in a book to be kept for that purpose. He has custody of the seal of the corporation, and shall affix it to all instruments requiring it; and he shall perform such other duties as he may be assigned to him by the directors or the president.

Section 6. Assistants.

Assistant secretaries or treasurers shall have such duties as may be delegated to them by the secretary and treasurer respectively.

V. MISCELLANEOUS PROVISIONS

Section 1. Corporate Seal.

The corporate seal is circular in form, and contains the name of the corporation and the words "SEAL, LOUISIANA". The seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or otherwise reproduced.

Section 2. Checks, Drafts, Notes.

All checks, drafts, other orders for the payment of money, and notes or other evidences of indebtedness, issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall, from time to time, be determined by the board.

Section 3. Notice.

Whenever any notice is required by these bylaws to be given, personal notice is not meant unless expressly so stated; any notice is sufficient if given by depositing the same in a mail receptacle in a sealed postage paid envelope addressed to the person entitled thereto at his last known address as it appears on the day of such mailing.

Section 4. Waiver of Notice.

Whenever any notice of the time, place or purpose of any meeting of members, directors or committee is required by law, the articles or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting before or after the holding thereof, or actual attendance at the meeting of members in person or by written proxy or at the meeting of directors or committee in person, is equivalent to the giving of such notice except as otherwise provided by law.

VI. AMENDMENTS

The members or the directors, by affirmative vote of a majority of those present or represented, may, at any meeting, amend or alter any of the bylaws; subject, however, to the right of the members to change or repeal any bylaws made or amended by the directors.

THUS DONE AND SIGNED this 28th day of July 2022.

**RIVER PARK ESTATES PHASE 2
HOMEOWNERS' ASSOCIATION, INC.**

By: 

Sebastian Alvarez, President

ATTEST:


Ana Alvarez Tanner, Secretary

RIVER PARK ESTATES PHASE 2
Restrictive Covenants

**DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO
RIVER PARK ESTATES PHASE 2**

This Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to **RIVER PARK ESTATES PHASE 2**, a residential subdivision ("Declaration") made this 28th day of July 2022, by and between **ALVAREZ CONSTRUCTION CO., L.L.C.** ("Contractor"), a Louisiana limited liability company and **RIVER PARK ESTATES, LLC** ("Developer");

WHEREAS, Developer and Contractor own certain land referred to as "River Park Estates Phase 2", (hereinafter referred to as the "Subdivision") said land being described as follows, and is subject to the rights, covenants, restrictions, affirmative obligations and conditions set out herein:

Square 2, Lots 1-16; Square 3, Lots 1-16; Square 4, Lots 9-16; Square 10, Lots 11-14, 19; Square 11, Lots 1-6 and 9-16; and Square 12, Lots 1-20, being part of River Park Estates Phase 2, as shown on the PLAT SHOWING FINAL PLAT OF RIVER PARK ESTATES PHASE 2, LOCATED IN SECTION 18, TOWNSHIP 6 SOUTH – RANGE 11 EAST, ST. TAMMANY PARISH, LOUISIANA, by Acadia Land Surveying, LLC, dated June 14, 2022, recorded at Map File Number 6130 in the official records of St. Tammany Parish, Louisiana ("the Final Plat").

WHEREAS, Developer and Contractor desire to provide for preservation of the value of the Subdivision and for the maintenance of the Common Properties; and to this end, they have consented to subject the Subdivision to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter set forth (the "General Covenants" or "these Covenants"), each and all of which are hereby declared to be for the benefit of the Subdivision and every owner of any and all parts thereof.

THEREFORE, Developer and Contractor hereby declare that the Subdivision and the property contained therein is and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied, and used subject to these Covenants. These Covenants, the benefit of these Covenants, and the affirmative and negative burdens of these Covenants shall touch and concern and run with the Subdivision and the property contained therein.

ARTICLE I

In this Declaration, the following words have the meaning described to them in this Article I:

Section 1.01 ARCHITECTURAL COMMITTEE. The board of directors may appoint an Architectural Committee, which shall initially consist of two (2) persons. The purpose of the Architectural Committee is to consider and approve or disapprove of plans and specifications related to any addition and/or improvement to a Lot once submitted by a Member as and when required by the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to River Park Estates Phase 2 Subdivision, as amended, recorded in the official records of St. Tammany Parish, Louisiana (sometimes referred to as the "Declaration" or the "Restrictions"). The duties and responsibilities of the Architectural Committee shall be as provided in the Declaration in Article V and elsewhere. Among its responsibilities, the Architectural Committee shall set (or waive) a Construction Deposit, in its sole reasonable judgment, related to any addition and/or improvement to a Lot."

Section 1.02 ASSOCIATION means River Park Estates Phase 2 Homeowners' Association, Inc., a Louisiana nonprofit corporation, its successors and assigns. This is the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions to which the Articles of Incorporation and By Laws of the Association will reference.

Section 1.03 COMMON PROPERTY OR PROPERTIES OR COMMON AREA PROPERTY OR PROPERTIES means that certain real and/or personal property conveyed to the Association by Contractor in accordance with Section 8.01. In addition, all private roads within the Subdivision, the median to any portion of a private or dedicated road or street within or abutting the Subdivision, shall be included in the Common Area Property unless otherwise provided. The

portion of each lot which constitutes the bed of the lake which is subject to the landscape servitude on the final plat of the subdivision shall be, for the purposes of this section, considered part of the common area and under the control of the Association. This portion of each lot shall also be subject to a servitude of use for recreational or landscape purposes on the lake.

Section 1.04 CONTRACTOR means Alvarez Construction Co., L.L.C.

Section 1.05 DEVELOPER means River Park Estates, LLC

Section 1.06 DWELLING UNIT means that portion of any Improved Lot intended for use, or being used, as a single-family residential dwelling.

Section 1.07 ENCLOSED LIVABLE AREA means that area of the Dwelling Unit that is completely enclosed and protected from the weather (heated and cooled) and intended as the living quarters of the Dwelling Unit.

Section 1.08 FISCAL YEAR. The fiscal year of the Subdivision shall be the calendar year, unless otherwise provided for by the Board and/or the management company for the Association.

Section 1.09 GUIDELINES mean those documents which, in addition to this document, create restrictions on the subdivision and the various Homeowner's Association Rules and Regulations.

Section 1.10 IMPROVED LOT means a Lot on which is located a building and/or other structure(s) for which required approvals for use and occupancy have been obtained.

Section 1.11 INSTITUTIONAL MORTGAGEE means any federal or state chartered bank, life insurance company, federal or state savings and loan association or real estate investment trust which holds a first mortgage or other first lien or charge upon the Property or portion of the Property or any interest therein which is of record in the Office of the Clerk and Recorder for the Parish of St. Tammany, State of Louisiana.

Section 1.12 LOT means any of the numbered and delineated parcels shown on the final Plat, as the same may be amended from time to time, and any additional Lots added by Contractor pursuant to Section 2.02.

Section 1.13 MEMBERS OR MEMBERSHIP refers to the Association's members.

Section 1.14 OWNER OR PROPERTY OWNER means the holder of record of title to any Lot. Notwithstanding any applicable legal theory of any mortgagee, "Owner" shall not mean or refer to the mortgagee, mortgagee's heirs, successors or assigns, unless such mortgagee has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee of any Owner, nor shall the term "Owner" mean or refer to any person holding title merely as security for the payment of a debt. In the event there is a deed of record granting one or more parties a usufruct in any Lot, the Owner of said Lot shall be deemed to be the holder or holders of the usufruct, regardless of who owns the naked ownership.

Section 1.15 FINAL PLAT OR SUBDIVISION PLAT means all Final Subdivision Plats for each filing of **RIVER PARK ESTATES PHASE 2** as recorded in the records in the Office of the Clerk and Recorder for the Parish of St. Tammany, State of Louisiana including but not limited to, **Square 2, Lots 1-16; Square 3, Lots 1-16; Square 4, Lots 9-16; Square 10, Lots 11-14, 19; Square 11, Lots 1-16; and Square 12, Lots 1-20, being part of River Park Estates Phase 2**, as shown on the **PLAT SHOWING FINAL PLAT OF RIVER PARK ESTATES PHASE 2, LOCATED IN SECTION 18, TOWNSHIP 6 SOUTH – RANGE 11 EAST, ST. TAMMANY PARISH, LOUISIANA**, by Acadia Land Surveying, LLC, dated June 14, 2022, recorded at Map File Number 6130 in the official records of St. Tammany Parish, Louisiana ("the Final Plat").

Section 1.16 PUBLIC RECORDS means the records of the Office of the Clerk and Recorder for the Parish of St. Tammany, State of Louisiana.

Section 1.17 SUBDIVISION shall mean River Park Estates Phase 2, as shown on all final Plats for the different filings of the River Park Estates Phase 2, the first filing being recorded in the Clerk and Recorder for the Parish of St. Tammany, State of Louisiana, all as set forth in the map recorded at Map File Number 6130.

Section 1.18 UNIMPROVED LOT means any Lot that is not an Improved Lot.

ARTICLE II
FUTURE DEVELOPMENT AND ADDITIONS TO SUBDIVISION

Section 2.01 FUTURE DEVELOPMENT. Contractor, its successors and assigns, may develop other property and may as a matter of right, without the consent of the Association or the Owners, convey additional parcels to the Association without regard to the location of such parcels of land within the Subdivision. At the time of conveyance to the Association, these properties shall be designated as Common Properties. Contractor shall not be required to follow any predetermined sequence, schedule or order of improvements and development; and it may take, subject to this Declaration, additional lands and develop the same before completing the development of the Lots and Common Areas as shown on the final Plat. Any property conveyed by Contractor to the Association may also be subject to additional covenants and restrictions as specifically set forth in the deed of conveyance.

Section 2.02 ADDITIONS OF SUBDIVISION. Additional property may become subject to this Declaration in the following manner:

(a) **Additions.** Contractor, its successors and/or their assigns, shall have the right to bring any additional property within this Declaration. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing in the Office of Public Records, a supplementary Declaration with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property. Any supplementary Declaration may contain such additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, to reflect the different character, if any, of the additional properties.

(b) **Mergers.** Upon merger or consolidation of the Association with another association as provided for in the Bylaws of the Association, the Association's property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. In the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the Subdivision of the Association as the surviving legal entity pursuant to a merger. The surviving or consolidated association may administer the property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall affect any revocation, change or addition to this Declaration with respect to the Subdivision including, without limitation, the maximum limits on assessments of the Association, or any other matter substantially affecting the interest of Members of the Association.

ARTICLE III
GENERAL COVENANTS, RESTRICTIONS
AND LIMITATIONS OF LIABILITY

Section 3.01 PURPOSES. The primary purpose of these Covenants and Restrictions and the foremost consideration in the origin of same has been the creation of a subdivision that is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and locations of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason such standards are not established by these Covenants. In order to implement the purposes of these Covenants, Contractor or its assigns shall establish and amend, from time to time, objective guidelines which shall be in addition to these Covenants and shall be administered by the Association.

Section 3.02 LOTS LIMITED TO RESIDENTIAL USE. All Lots shall be used for single family residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed, attached to or permitted to remain on any Lot other than those structures and improvements approved for use and occupancy by Contractor. Further, no owner shall occupy or use his/her property, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private residence of the owners, the owners' family, guests or domestic help, except as provided in this Section.

No owner shall advertise for and/or enter into a lease agreement, whether written or oral, for a term of less than six (6) months of any residence or any portion thereof in the neighborhood.

Further, no owner shall be permitted to advertise and/or rent any portion of his/her property to another through an online rental service, such as Airbnb, VRBO, HomeAway, Tipping.com, FlipKey, or similar sites/services. Any owner that allows someone to occupy his/her property in the neighborhood in return for consideration, pay and/or value given, except in the case of a lease for a term of six (6) months or greater, is in violation of this Section and such conduct is prohibited hereby.”

Section 3.03 SITING. All Dwelling Units, buildings, and other improvements must be located within the setback lines as shown on the Subdivision Plat and in accordance with the appropriate guidelines. Contractor and/or the Association reserve unto themselves, their successors and assigns, the right to control and to decide solely the precise site and location of any Dwelling Unit, building, structure or other improvement on any property in the Subdivision.

Section 3.04 SIGNS. No signs shall be erected or maintained on a lot at any time by anyone, including without limitation, a Property Owner, Realtor, contractor, or subcontractor, except the following approved signs: (a.) one (1) For Sale sign; (b.) one (1) sign for a contractor displayed during construction for a maximum of twelve (12) months or until completion of construction, whichever shall first occur; (c.) one (1) sign for an architect or designer displayed during construction for a maximum of twelve (12) months or until completion of construction, whichever shall first occur; (d.) a sign which must be posted as a result of legal proceedings pursuant to a statute, rule, regulation or court order; or (e.) a sign which has been specifically approved in writing by Contractor or the Association. Contractor or the Association reserves the right to restrict the size, color, content, location, number and method of display of each approved sign. Should any of these rules be violated the resident or lot owner shall be assessed a penalty of \$500.00 per violation, per day, and shall be collected in the identical manner and with the same terms of any other assessment as provided herein.

Section 3.05 MAILBOXES. No mailboxes or mailbox numbering or lettering, may be erected or maintained on a Lot except mailboxes approved by Contractor. The cost of providing, erecting and maintaining a mailbox, the numbering and lettering, shall be paid by the Property Owner. Contractor reserves the right to designate the location of all mailboxes. House numbering schemes, on, upon or within a Dwelling Unit shall be mandated by the Association.

Section 3.06 UNSIGHTLY CONDITIONS. It shall be the responsibility of each Property Owner and/or tenant thereof to prevent the accumulation of litter, trash, packing crates, rubbish or the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their Lot before, during or after construction. Each Property Owner must provide or require an on-site dumpster for trash and litter during construction. It shall also be the responsibility of each Property Owner and/or tenant thereof to prevent accumulations which shall tend to substantially decrease the beauty of the community as a whole. Should the Association decide to remove any debris of any sort from a lot, dwelling unit or other place, the owner of such place where the debris was removed shall be responsible for the actual costs incurred by the Association, plus a penalty of \$50.00 per occurrence, which shall be collected in the identical manner and with the same terms of any other assessment as provided herein. Further, upon completion, Property Owner shall maintain the house in a clean condition free from any visible mildew.

Section 3.07 TRASH CANS. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style that are approved by the Architectural Committee or as required by the applicable governmental agency. Such containers shall only be visible to neighboring Owners and/or the public when set out for a reasonable period of time (not to exceed 12 hours before scheduled trash collection and 12 hours after scheduled trash collection hours). At all other times, containers must be stored out of public view, be covered and kept in a sanitary condition.

Section 3.08 LIGHTS AND OUTSIDE SOUND. The design and location of all exterior lighting fixtures shall be subject to the approval of Contractor or the Association. Neither these nor any other illumination devices located anywhere on the structures or grounds of any Dwelling Unit shall be located, directed, or of such intensity as to adversely affect the enjoyment of any adjacent Property owner. Outside Music or sound-producing devices, and any other mechanical or electrical devices shall be subject to the approval of the Contractor or the Association, and any restrictions or rules adopted shall be final and non-appealable.

Section 3.09 ANIMALS. There shall be no raising or even the presence of livestock of any kind on any improved lot, unimproved lot or any common area. Common household pets such as dogs and cats may be kept in any one Dwelling Unit. Pets shall not roam freely, and must be

leashed or detained by fences. Household pets shall not be of such kind or disposition, or kept in such numbers to cause a nuisance. Any areas located on a Lot for the maintenance or confinement of pets is subject to prior approval by Contractor or the Association, but in all situations, said confinement shall be constructed in the rear of the dwelling unit. The Owner of a pet, leashed or unleashed, is responsible for the removal of feces from any lot not owned by the owner of the pet and all common areas. No kennels shall be placed in a location on any Lot where they can be seen from the street. Excessive and bothersome barking or noise made by residential pets will not be tolerated and may be addressed under Section 3.12 and other provisions herein.

Section 3.10 FARMING. 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 odors and insects.

Section 3.11 CLOTHESLINES. Outside clotheslines or other outside facilities for drying or airing clothes, rugs, tapestries or such, are specifically prohibited and shall not be erected, placed or maintained, nor shall such other items be hung from railings, fences, hedges, walls or balconies.

Section 3.12 REPAIRS AND HAZARDS. Any building or other improvement on any Lot that is destroyed partially or totally by fire, storm or by any other means shall be repaired or demolished within a reasonable period of time, however, in no event shall the destruction be allowed to remain in disrepair more than sixty (60) days from the incident which caused same, and the land on which it was located shall be restored to an orderly and attractive condition to be determined by Contractor or the Association. Any damage which causes a dangerous or unsafe condition to persons or which is unsightly and which is not repaired within a reasonable time (in no event longer than sixty (60) days) following notice, may be repaired or removed at the direction of the Association or Contractor, and the cost of such repairs or removal and/or fines imposed shall become a lien against the pertinent Lot and become the personal obligation of the Owner of such Lot. Any entry upon a Lot to affect such repairs or removal shall be allowed at any time requested by the Association and shall not be deemed a trespass. All costs of any legal proceedings, attorney's fees, and costs to collect fees and costs shall be borne by the Property Owner in addition to any other penalties described herein.

Section 3.13 OFFENSIVE ACTIVITY. No noxious, offensive or unlawful use or activity shall be carried on upon any Lot or portion thereof, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community. The Association has the sole right to define and determine the preceding activities. Contractor shall have the express right, in its sole discretion, to publish rules from time to time to prohibit, regulate or otherwise deal with activities which violate this Section.

The use of motorized non-licensed vehicles is prohibited in the River Park Estates Phase 2, including but not limited to off road motorcycles, four wheelers, golf carts, powered scooters, go carts and other vehicles as determined by Contractor is prohibited. Should this rule be violated the resident or Property Owner shall be assessed a penalty of \$500.00 per violation per day and shall be collected in the identical manner and with the same terms of any other assessment as provided herein.

All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed at all times. The responsibility of meeting the requirements of governmental bodies which require maintenance or modification of place or thing are enforceable in the same way as the responsibility for maintenance and repair of the Lot concerned.

Section 3.14 UTILITIES. All electrical, cable, television and telecommunication lines located at any place in the Subdivision, other than those existing on the date of this Declaration, shall be installed and maintained underground unless Contractor specifically approves above ground installation of such lines or things. No outside lines, above-ground improvements or mechanical devices will be allowed without Committee written approval, unless such devices are not visible from any street, walking path and sidewalk in the Subdivision.

Electric service from the electric distribution system to each residence shall be underground and the owner of each Lot shall furnish an electric servitude from the source of supply to his meter location for receipt of electric service on the Lot.

Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the final plat.

Section 3.15 ANTENNAS. No television antenna, receiving dish, radio receiver or sender or other similar device shall be attached to or installed on any Lot or structure within the Subdivision without the prior written consent of Contractor or the Association. A location of a dish antenna must be designated on the plans for approval by Contractor or the Association. No radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any building, Dwelling Unit, Lot or any other portion of the Subdivision which may interfere with the reception of television or radio signals upon any other part of the Subdivision. No outside lines, television antennas, satellite dishes, above-ground improvements or mechanical devices will be allowed without Committee written approval, unless such devices are not visible from any street, walking path and sidewalk in the Subdivision. However, the provisions of this Section shall not prohibit Contractor or the Association from installing any equipment it deems necessary for any reason or no reason.

Section 3.16 TRESPASS. Contractor or the Association shall have the unencumbered access to the Subdivision, including but not limited to all Lots and/or Improved Lots and nothing done by them shall be deemed an unauthorized use or trespass. Unless authorized by Contractor, or the Association, no one is permitted to enter unsold lots or undeveloped property of Contractor or any lot not owned by that individual, said action will be deemed a trespass and the trespassing violator shall be subject to prosecution. Any such action shall in no way subject the Contractor or the Association to any liability to anyone for anything.

Section 3.17 PARCELS. No Lot shall be subdivided, or its boundary lines changed, except with the prior written consent of Contractor or the Association. However, Contractor hereby expressly reserves to themselves, their successors and assigns, the right to re-plat any Lot and to take such other steps as are reasonably necessary to make such re-platted Lot suitable and fit as a building site including, but not limited to, the relocation of any Lot or easements, walkways, tunnels, rights of way, roadways, and Common Areas. The provisions of this Section shall also not prohibit the Contractor from the combining of two (2) or more contiguous Lots into one (1) large Lot or utilizing three (3) contiguous Lots to divide into two (2) Lots or, any combination of the above including reclamation of common area for use as a building site.

Section 3.18 INGRESS AND EGRESS. The Property Owner, in accepting title to a Lot conveyed subject to the covenants and restrictions of this Declaration, waives all rights of uncontrolled and unlimited ingress and egress to such Lot (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Property Owner and successors in title) and agrees that such ingress and egress to the Owner's Lot may be limited to roadways built or approved by Contractor. Contractor, its successors, assigns, agents, employees and licensees, expressly reserve a right of ingress and egress upon and through any and all roads, roadways, bridges and any other designated access routes in the Subdivision to any portion or part of the Subdivision or other lots or lands.

Section 3.19 FIREARMS. Hunting with or without the use of weapons or means shall be strictly prohibited, nor the discharge of firearms of any type shall be allowed in the Subdivision.

Section 3.20 BRIDGES. Contractor expressly reserves to its successors, assigns, agents, employees, and licensees, any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, tunnels or fixed spans across any or all natural or manmade waters, canals, creeks, paths, or lakes in the Subdivision. Nothing in this Section shall be construed as placing an affirmative obligation on Contractor to provide or construct any such improvement.

Section 3.21 LANDSCAPING AND HARDSCAPING. No landscape installation shall be made without prior presentation of plans to the Architectural Committee for review and approval. No landscaping in drainage servitudes. No weeds, underbrush or other unsightly growth which would unreasonably interfere with the enjoyment of adjacent Property Owners shall be permitted to grow or remain, and no refuse pile or unsightly objects shall be allowed to be placed or to remain upon any part of a Common Area, or road right-of-way.

All landscaping of any Lot shall be completed within sixty (60) days from the completion of construction of improvements.

Every residential lot shall have one Crepe Myrtle 'Natchez', Lagerstroemia x 'Natchez' planted in the front yard at a minimum of 5'-0" from the sidewalk located between the side walkway and the front of the home. At the time the tree is planted, it shall not be less than a 30

gallon container tree. Every lot owner shall be responsible for the replacement of this tree if it should die.

Each individual Lot owner, including vacant Lot owners, shall be responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, Dwelling Unit, and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep all Lots mowed at all times and free from unsightly objects, weeds, underbrush, rubbish, trash, debris and noxious weed, or other unsightly growth, in default of which the Contractor or the Association may cause such work to be performed and may demand and sue for reimbursement for such costs, penalties and reasonable attorney's fees, including the collection of said attorney's fees.

Nothing shall be altered or constructed in or removed from Common Area landscaping, if any, as shown on the final plat, except upon the written consent of Contractor or the Association.

There shall be no storage or obstructions placed or parked on any Common Area landscaping, if any, without the prior written consent of Contractor.

This Document, the restrictions contained throughout and these provisions in particular shall not apply to Contractor until the last Lot is sold to an Owner other than Contractor.

Section 3.22 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. No storage building of any type shall be permitted unless such building is designed as part of the main Dwelling Unit and approved by Contractor or Association. There shall be no occupancy of any Dwelling Unit until the interior and exterior of the Dwelling Unit is completed and a certificate of occupancy, or other satisfactory evidence of completion, is received and approved by Contractor or the Association. Any prefabricated structure is considered a temporary structure.

Section 3.23 FURNITURE FOR FRONT PORCH, BALCONY AND YARD. Furniture placed outside, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot on which a residence is constructed: (a) must be durable, (b) must not be made of plastic, (c) shall not be collapsible (if placed on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot), and (d) shall in no way be unsightly in appearance in the sole discretion of the Architectural Control Committee.

Section 3.24 ARTIFICIAL VEGETATION. Artificial grass, plants or other artificial vegetation must not be placed or maintained upon the exterior portion of any Lot unless approved by the Architectural Committee or the Board.

Section 3.25 POOLS, SPAS, HOT TUBS. The design and location of pools, spas, and hot tubs are subject to the approval of the Architectural Committee and proper governing jurisdiction regulating permitting prior to construction or installation. No above ground or temporary swimming pools shall be permitted within the subdivision. Pool fences shall conform to city requirements and the requirements for fencing in these restrictions.

Section 3.26 DECORATIONS. Placement of decorations on any Lot; provided, however, that a reasonable number of holiday and religious decorations may be displayed on a Lot for up to thirty (30) days prior to the holiday or religious observance and up to fourteen (14) days thereafter without prior approval, subject to the right of Declarant, to require removal of any decorations which it deems to (a) be excessive in number, size or brightness; (b) draw excessive attention or traffic; or (c) unreasonably interfere with the use and enjoyment of neighboring properties.

Section 3.27 FLAGS. Flags of any kind placed on a Lot so as to be visible from outside the Dwelling Unit on the Lot, except that one (1) country flag not exceeding forty-eight inches by seventy-two inches (48" X 72") in size and one (1) decorative flag not exceeding thirty-six inches by sixty inches (36" X 60") in size may be hung from flagpoles not exceeding seventy two inches (72") in length and two inches (2") in diameter, which are mounted on the exterior façade of the residence at a location approved by Architectural Committee.

Section 3.28 SPORTS AND PLAY EQUIPMENT. Swing sets, playsets or other play structures are allowed; however, they may not be placed or constructed on any Lot without the prior written approval of the Architectural Committee, including without limitation, approval as

to location and appearance, and shall be no taller than eight feet zero inches (8'-0") and they shall be screened with fence or plants.

Section 3.29 BASKETBALL GOALS. Basketball goals or backboards shall be permitted, provided such goals and backboards are not mounted directly to the residence or other outbuilding. Any Owner desiring to have a basketball goal installed must get the approval of the Architectural Committee of the location and placement of the same prior to installation. Backboards shall be primarily clear or white. Basketball goals or backboards must be installed by a professional and mounted with an in-ground post.

Section 3.30 DRIVEWAYS AND SIDEWALKS. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted for use on driveways. It shall be the obligation of each individual Lot owner to maintain that portion of the front and side sidewalk which is on or adjacent to his property. Sidewalks shall be constructed across the front of each lot by the lot owner prior to occupancy.

Section 3.31 FENCES All fences (including all gates associated therewith) and similar improvements must be constructed, installed, and maintained pursuant to standard and/or specific approval obtained from the Architectural Committee after submission of drawings and/or proposals. The Architectural Committee possesses documentation containing specific guidelines and specifications for fences (including all gates associated therewith), which documentation is available for review by Members. Vinyl, barbed wire, chain link or any other wire fences shall not be used. A 6'-0" height wooden privacy fence may be used with Dog Ear Boards and 4" or 6" post for all lots in the subdivision, except for lots on the perimeter of the subdivision, fences for which shall have been 8'-0" in height. In such a case where an 8'-0" fence meets a 6'-0" fence, tapering shall occur. No double gates shall be permitted. (If an explanation is needed regarding this or any other Restriction, inquiries may be made to the Architectural Committee.) Materials shall be southern yellow pine or cedar. No Fencing, including shrubbery used in a fence-like manner, shall be allowed in the front of a Dwelling Unit. The use or application of a stain that cures in a solid color is prohibited. The approved stain for a wood fence is SW3518SS Hawthorne. A wooden, brick, stucco, wrought iron, or similar approved fence or privacy screen may only be used if constructed pursuant to prior approval obtained from Committee.

Approval by the Architectural Committee of a fence design and/or installation does not relieve Member from full and sole responsibility for obtaining any and/or all necessary permits and/or other necessary governmental approvals and appropriate lot placement. Further, it is Member's full and sole responsibility to abide by all servitudes and to respect property lines so as to not encroach on another's' rights/property. Each Member hereby agrees to fully defend and indemnify Contractor, Architectural Committee and River Park Estates Phase 2 Homeowners Association for any claims made asserting encroachment and/or damages incurred as a result of the installation of a fence by a Member or its contractor.

Section 3.32 FENCES ON LOTS ADJACENT TO COMMON PROPERTY (INCLUDING PARK AREAS, RECREATIONAL FIELDS AND PATHWAYS). Fences installed on a lot having frontage on any common properties, including common areas, recreational areas, park areas, pathways, and the like ("lot neighboring common areas"), shall be constructed in accordance with the requirements under this Section 3.31.

- (a) Any fence on a lot neighboring common areas shall be constructed in such a manner as to preserve the view from all other lots of the lakes and other common properties.
- (b) With respect to lake lots and lots neighboring common areas, no wood fence will be allowed. The fence on the rear/back of the property and on side property lines that meets the rear property line must be 5-foot ornamental aluminum press point. In areas where differing height fences meet, tapering shall occur. (If explanation is needed regarding this or any other Restriction, inquiries may be made to the Architectural Committee.)
- (c) There shall be no fences placed by any Lot Owner on any Common Area (including any Lot Servitude area).
- (d) Any portion of a fence on a lot neighboring common areas must have a "finished side" appearance that faces the street, alley, or other Common Area. Retaining walls must

be constructed entirely with Architectural Reviewer-approved materials; however railroad ties may not be used for a retaining wall visible from a street.

Section 3.33 GARAGES. No carports shall be permitted. No two driveways shall be directly adjacent to each other. All Dwelling Units shall have a minimum of a two (2) vehicle enclosed garage. In all cases, electric automatic door openers/closers shall be installed and used. Any garages visible from the street must be kept closed when not in use. If any part of a garage is located on the front half of a Lot, it shall have the same exterior material facing the street as on the Dwelling Unit.

Section 3.34 RECREATIONAL VEHICLES AND BOATS. No boat, boat trailer, four wheeler, dirt or street motor cycle or trailer for such, house trailer, horse trailer, trailer, camper, motor home, unmaintained cars, trucks, or any similar items shall be parked or stored on any Lot, Improved Lot or any other place in the Subdivision for a period of time in excess of nine (9) consecutive hours, unless housed in an enclosed garage.

No trailer, motor home, tent, garage, barn or other outbuildings shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

Section 3.35 REMEDIES FOR VEHICLE AND RECREATIONAL EQUIPMENT VIOLATIONS. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association or Contractor, at the sole expense of the Owner of such vehicle or recreational equipment, if it remains in violation for a period of time in excess of a consecutive twenty-four (24) hours. The Association or Contractor shall not be liable to the owner or anyone else of such vehicle or recreational equipment for trespass, or conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 3.36 PARKING. Each Owner shall provide sufficient space off Subdivision roadways, for the parking of approved vehicles for the Owner's and Owner's family's use and the use of the Owner's guests in accordance with reasonable standards established by Contractor. Parking on the paved portion of any roadway not identified as parking areas within the Subdivision shall be permitted for temporary purposes, but in no event shall such parking be overnight or for anything longer than nine (9) hours. Any vehicle violating this restriction may be removed by Contractor or the Association or their designated agent, and the owner of the vehicle shall be responsible for all charges for towing and storing the vehicle. The keeping of a mobile home or house trailer either with or without wheels on any parcel of property covered by these restrictions is prohibited. No boats, vehicles, motorcycles, trucks, campers, motor home or trailers of any kind may be parked, stored, repaired or maintained on the street, front yards, or in driveways. Notwithstanding the above, an Owner may temporarily park up to two (2) operable vehicles in Owner's driveway at any given time. If an Owner wishes to perform repairs or other work on a vehicle, then such repairs/work shall only be performed within an enclosed garage. Visitors may park automobiles on the street and in driveways, but not for a period in excess of nine (9) hours of continuous parking.

Section 3.37 AIR CONDITIONING/WINDOW COVERINGS. No window mounted air conditioning or heating units are allowed. All air conditioning compressors and other similar equipment shall be visually screened from the street and for side-yard view by appropriate fencing, screening, or landscaping. Details shall be submitted with the landscape plan for approval. 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.

Section 3.38 LIMITATION OF LIABILITY. THE PURPOSE OF THIS PROVISION IS TO ENSURE, TO THE FULLEST EXTENT OF THE LAW, THAT THE CONTRACTOR AND THE ASSOCIATION BE RELIEVED OF ALL LIABILITY AS A CONDITION OF AND THE CAUSE FOR THE SALE OF THE IMPROVED OR UNIMPROVED LOT, AND THE APPURTENANCES THERETO, AND CONSIDERATION IS HEREBY ACKNOWLEDGED

AND WAS SPECIFICALLY MADE PART OF THE PURCHASE PRICE. THE OWNER AND/OR OCCUPANT OF A LOT, INCLUDING AN IMPROVED LOT, AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF THE TITLE TO A LOT IN THIS ABOVE DESCRIBED SUBDIVISION, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY SUCH LOT WHETHER AWARE OF THIS PROVISION OR NOT, FOR THEMSELVES AND THOSE NAMED ABOVE DO HEREBY WAIVE ALL CLAIMS IT MAY CURRENTLY HAVE OR EVER HAVE OR BECOME POSSESSED OF IN THE FUTURE AGAINST CONTRACTOR, THE ASSOCIATION, ITS BOARD OF DIRECTORS, AND ALL INDIVIDUALS OR COMPANIES INVOLVED IN OR ASSOCIATED WITH THE DEVELOPMENT, BUILDING OR SALE OF THE PURCHASED PROPERTY(RELEASEES). TO THE FULLEST EXTENT POSSIBLE, CONTRACTOR, THE ASSOCIATION, ITS BOARD OF DIRECTORS, AND ALL INDIVIDUALS OR COMPANIES INVOLVED IN OR ASSOCIATED WITH THE DEVELOPMENT, BUILDING OR SALE OF THE PURCHASED PROPERTY ARE HEREBY RELEASED FROM ANY AND ALL LIABILITY, AND ARE HEREBY HELD HARMLESS BY PURCHASER(S) FROM ANY ACTIONS AT LAW OR IN EQUITY THAT MAY BE MADE AS A RESULT OF ANY PAST ACTION OR INACTION OF RELEASEES OR ANY ACTION RELATING TO THE SUBDIVISION THAT MAY BE BROUGHT IN THE FUTURE. THE FOLLOWING EXAMPLES OF ITEMS THAT ARE RELEASED BY THIS DOCUMENT ARE SIMPLY THAT, A NON-EXCLUSIVE LIST THAT INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF (a) ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH, AS A RESULT OF ANY ENTRY ONTO ANY OF THE COMMON PROPERTIES (INCLUDING ANY LAKE(S) OR SWIMMING POOL(S) IN THE COMMON PROPERTIES) BY ANYONE , AND (b) THE RISE AND FALL OF THE WATER LEVEL OF ANY LAKE IN THE COMMON PROPERTIES INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER INTO AND OUT OF ANY SUCH LAKE, WHICH COULD RESULT IN OR CAUSE DAMAGE, BY FLOODING OR OTHERWISE, TO ANY IMPROVEMENTS OR ANY OTHER PERSONAL PROPERTY SITUATED ON ANY PORTION OF THE SUBDIVISION OR ANY LOT, OR WHICH WOULD RESULT IN OR CAUSE ANY IMPROVEMENTS SITUATED ON OR ADJACENT TO ANY SUCH LAKE TO BE UNUSABLE DUE TO LOW OR HIGH WATER LEVELS. FURTHERMORE, NOTICE IS HEREBY PROVIDED THAT NO LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE SUBDIVISION OR COMMON PROPERTIES (INCLUDING ANY LAKE OR SWIMMING POOL INCLUDED IN OR OUT OF THE COMMON PROPERTIES), (ii) THE USE OF ANY OF THE COMMON PROPERTIES (INCLUDING ANY LAKE OR SWIMMING POOL IN THE COMMON PROPERTIES) BY ANYONE SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE COMMON PROPERTIES AND (iii) NEITHER THE CONTRACTOR, THE ASSOCIATION, IT'S BOARD OF DIRECTORS, ANY OWNER, ANY FORMER OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL BE OBLIGATED TO DO ANYTHING INCLUDING TAKE ANY ACTION TO MAINTAIN A SPECIFIC WATER LEVEL FOR ANY LAKE IN THE COMMON PROPERTIES. IT SHALL BE THE OBLIGATION OF THE PURCHASER OF ANY IMPROVED OR UNIMPROVED LOT TO ENSURE THE MORTGAGEE OF SAID LOT IS AWARE OF AND CONSENTS TO THIS PROVISION OF THESE COVENANTS.

Section 3.39 SCREENING. An owner may be required to screen anything determined by the Board to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. Screened from view refers to the view of a person in a passenger vehicle driving on a street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining Lot.

Section 3.40 YARD OR DECORATIVE ORNAMENTS. Artificial flamingos, deer, spinners, gazing balls, pirogues, decorative iron, yard signs and such tableau of any type must be approved by the board prior to placement. No more than three (3) approved yard decorations or tableaus of any type may be placed in areas that are visible from a street on the Property or any other portion of the Property other than the Lot on which the decoration or other tableau is

exhibited. The yard decorations must be architecturally proportionate to the size of the Dwelling Unit constructed on the Lot. The yard decorations must be of a durable nature and may not be made of plastic. Traditional and typical seasonal decorations are permitted within the season with Board approval (thirty (30) days prior to a recognized holiday or event and fifteen (15) days following the holiday or event).

Section 3.41 STORAGE OF OUTDOOR SUPPLIES AND EQUIPMENT. No items may be stored on a Lot outside a Dwelling Unit or approved building including, without limitation to scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, bikes, furniture, equipment, building materials, boxes of any kind. All tools, supplies, mowers, lawn equipment, including garden hoses and sprinklers, shall be stored by an Owner out of view. Hoses are allowed only to be in view when irrigation is taking place. All hose holders or irrigation or outside lighting must be approved by the declarant or board.

ARTICLE IV EASEMENTS

Section 4.01 CONTRACTOR EASEMENTS. Contractor reserves unto itself, its successors, assigns, contractors, licensees, and agents a perpetual, alienable, and releasable easement and right on, over and under the ground of the Subdivision (including each Lot) to erect, maintain and use electric, cable television and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over those portions of the Subdivision as may be reasonably required for any purposes and to grant access easements or relocate any existing access easements in, on, or over any portion of the Subdivision as Contractor shall deem necessary or desirable for the proper operation and maintenance of the Subdivision, or any portion thereon or for the reason of carrying out the purposes of this Declaration; provided, however, that no such easement shall be applicable to any portion of the Subdivision as may (a) have been used prior to the installation of such utilities for construction of a building or structure whose plans were approved pursuant to this Declaration by Contractor, or (b) be designated as the site for a building or structure on a site plan or for erection of a building or structure which has been filed with Contractor and which has been approved in writing by Contractor. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance as determined by the Contractor or the Association in their sole discretion. Any material disturbance to the grounds of any Property Owner caused by such action shall be repaired and said grounds returned to their prior condition by the utility company performing the work, or prompt and reasonable remuneration for such repairs shall be made to such Property Owner by the Subdivision Owners Association.

Section 4.02 UTILITY AND GOVERNMENTAL SERVICES AND PRIVATE EASEMENTS. All Lots within the Subdivision shall be subject to utility, governmental services and private drainage easements as shown on the face of the recorded Final Plat and all rights of ingress, egress and access for persons and equipment associated therewith. In addition to the foregoing, Contractor reserves unto itself, its successors, assigns, contractors, licensees and agents a perpetual, alienable and releasable easement and right on, over and under the ground located along the side of a road and rights of way and along the side and rear lines of each Lot or more particularly shown on the Final Plat. Fences, structures, or obstructions erected or placed in any sewer, drainage, or utility servitude or easement shall be at the expense of home owner if removal is necessary for maintenance work.

ARTICLE V ARCHITECTURAL AND DESIGN REVIEW

Section 5.01 PURPOSE. In order to preserve the natural beauty of the Subdivision and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, to provide for the community's organized development, and to protect and promote the value of Subdivision, no building, fence, paving materials of any kind, screen enclosures, sewer drains, disposal systems, landscaping, or any other structure or

improvement of any nature or any future addition or improvement shall be erected, placed, attached to or altered unless and until the proposed plans, design, specifications, exterior color or finish, plot plan (showing the proposed location of such building structure, drives and parking areas), building height, landscape plan, size and construction schedule shall be approved, in writing, by Contractor, its assigns and/or the Committee prior to commencement of construction and a permit shall have been issued authorizing the structure or improvement. The provisions of this Article shall not apply to Contractor.

Section 5.02 ARCHITECTURAL COMMITTEE. Initially, the Architectural Committee shall consist of two (2) persons. The initial members of the Architectural Committee shall be appointed by Contractor and shall serve for one (1) year, or until replaced by their successors, and their successors shall be appointed by Contractor until such time as the architectural functions are turned over to the Association and all Lots are sold or an act executed by Contractor and recorded in the official records of St. Tammany Parish releases this right to the owners of the Lots or to a non-profit corporation composed of the Property Owners (the Association). The decision of the Architectural Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and shall not be appealable.

Section 5.03 SUBMISSION, APPROVAL AND REFUSAL OF ARCHITECTURE, SITING, LANDSCAPING AND OTHER BUILDING PLANS. A digital copy of all plans and related data shall be submitted to the Architectural Committee prior to any improvements or modifications of any kind being made to any Lot. The Architectural Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers, or attorney's retainer. The fee initially established by these General Covenants shall be One Hundred (\$100.00) Dollars for each submission. The Architectural Committee shall have the right to increase this amount as it deems necessary. Approvals shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval. Plans or sections of Plans, and related data, not approved shall be accompanied by a reasonable statement of items found unacceptable. In the event the Committee fails to approve or disapprove within thirty (30) days following receipt of the written request for approval, approval will not be required by the Committee, however, all other provisions shall continue to apply. Refusal or approval of plans, site location, building height, or specifications may be based by the Architectural Committee upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations.

Section 5.04 APPROVAL NOT A GUARANTEE OR REPRESENTATION OF PROPER DESIGN OR GOOD WORKMANSHIP. No approval of plans, location or specifications shall ever be construed as representing or implying that such plans or specifications will, if followed, result in a properly designed residence or that it will comply with applicable federal, state or local governmental regulations. Such approvals shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanship like manner. The Architectural Committee, its members, agents and assigns, shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants nor for any defects in construction pursuant to such plans and specifications. The Property Owner shall have sole responsibility for compliance with approved plans and does hereby hold the Architectural Committee, its members, agents or assigns, harmless for any failure thereof caused by the Property Owner's architect or builder. The Architectural Committee reserves the right to prohibit the Property Owner's builder and/or general contractor from the site in the event it is determined that failure to comply with approved plans is determined by the Architectural Committee, in its sole discretion.

Section 5.05 CONSTRUCTION DEPOSIT. Prior to commencement of construction of any addition and/or improvement on any Lot, the Owner shall pay (or the Owner shall cause his or her builder to pay) a Construction Deposit in an amount to be set by the Architectural Committee, in its sole reasonable judgment applied fairly and equally, as further provided in the Bylaws for the Association, such Construction Deposit to be paid to the Association. Notwithstanding the above, the Architectural Committee shall have the authority, in its discretion, to entirely waive the payment of a Construction Deposit, in certain instances where it deems such reasonable. The purpose of the Construction Deposit includes but is not limited to ensuring a clean job site, compliance with this Declaration, overall community appearance and that the structure to be constructed is built according to the approved plans and specifications. A written notice will

be issued by the Architectural Committee to the Association, and to the Owner regarding any violations or damage caused by the construction. Some examples of damage are the breaking of any sidewalk in the Subdivision, "rutting" of any rights of way, servitudes, Common Areas 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 ten (10) days after the date of the notice, the violation or damage may be corrected by the Architectural Committee or the Association and the cost of the same shall be charged to the Owner. Said amount will be deducted from the Construction Deposit until said Deposit is exhausted, at which time the Owner will be billed for any additional expense. The Association shall have the right to impose a Reimbursement Assessment and to enforce the Reimbursement Assessment in the same manner as Assessments, as provided in the Declaration, including without limitation the right to file a lien on the Lot to enforce payment of any amount billed. If no violation or damage occurs, the Construction Deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of any addition and/or improvement on the Lot in accordance with the approved plans and specifications. To the extent any of the Construction Deposit was spent for correction of any violations or damage, any balance will be refunded to the Owner after the satisfactory completion of the addition and/or improvement.

ARTICLE VI

DWELLING UNITS

Section 6.01 BUILDING WIDTH & HEIGHT. No Dwelling Unit constructed on any Lot shall be wider than as permitted by the lot size and sideline setbacks, if any, or have a height greater than two habitable stories. No building height shall exceed 35' 2 ½", measured from the slab level to the roof ridge.

Section 6.02 BUILDING SIZE. All Dwelling Units shall have a minimum 1,400 square feet of enclosed livable area. The above referenced limitation shall not apply to the construction of any Clubhouse.

Section 6.03 BUILDING MATERIALS. Only brick, real stucco, or hardi-plank shall be used for the construction of dwelling units. Architectural Shingles shall be used on all dwelling units.

Section 6.04 SETBACK AND SIDE LINE REQUIREMENTS. All buildings built on any Lot shall comply with the setback and side lines restrictions as required upon such Lot as set forth in the Final Plat and as required by any governmental rule or regulation.

ARTICLE VII

ADDITIONAL RESTRICTIONS TO IMPLEMENT EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within the Subdivision and in furtherance, and the aesthetic enjoyment, of the Subdivision, the following environmental controls and restrictions are hereby established.

Section 7.01 TOPOGRAPHY AND VEGETATION. In order to protect the natural beauty of the vegetation and topography of the subdivision and other areas within the Subdivision, written approval of Contractor, Architectural Committee or the Association is hereby required for the removal, reduction, cutting down, excavation, filling or alteration of topographic and vegetation characteristics of a Lot, whether developed or undeveloped. Written approval may be granted for the amount of earth movement required in plans and specifications approved pursuant to the provisions of Section 5.04 subject to a performance bond being posted for the benefit of the Contractor or the Association.

Section 7.02 TREES OR UNDERBRUSH REMOVAL. Prior to the approvals detailed herein of a Property Owners final draw up or plans, no trees or underbrush may be removed from any place within the subdivision including a privately owned Lot.

ARTICLE VIII
PROVISIONS RELATING TO COMMON PROPERTY

Section 8.01 COMMON PROPERTY. All Common Property shown on the Final Plat of the subdivision is hereby dedicated to the use of the Lot Owners and their invitees and permittees as if the Access Areas were dedicated to the public, subject to reasonable rules to be created by the Association. Transferees (including the Association as provided below or any mortgagee or lienholder) of any of the Access Areas shall not at any time alter such rights. Subject to the foregoing, Contractor intends to convey to the Association as Common Property, subject to all restrictions and limitations of record and to all additional restrictions and covenants that may be set forth in the conveyance, the following:

Those certain Common Property Areas, as shown on the Final plat as such, subject to any and all applicable restrictions, reservations, encumbrances and limitations of record and to all additional restrictions and covenants set forth in the conveyance;

Any other property located within or without the Subdivision that Contractor elects in their sole discretion to become Common Property; and

Any property subject to the landscape servitude shown on the Final Plat and the recreational servitudes for use of waterways and lakes water features.

Section 8.02 LIMITATION OF LIABILITY. Contractor and the Association are not responsible for any accident or injury in connection with entry on to or use of any common property as more fully described in Section 3.29.

Section 8.03 EROSION CONTROL. Contractor or the Association shall have the right, but not the obligation, to protect the Subdivision from erosion by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary. The right, but not the obligation, is likewise reserved to Contractor or the Association to take steps necessary to provide and ensure adequate drainage ways, to remove diseased, dead or dangerous trees or underbrush, and to carry out other similar activities.

Section 8.04 RESERVATION OF EASEMENTS. Contractor and Association reserves unto itself its successors, licensees, contractors, agents, and assigns, a perpetual alienable and releasable easement, to go on, over, and under the Common Properties to erect, maintain, and use electric, community antenna television, telephone poles, wires, cables, conduit, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone and television equipment, gas, sewer, water drainage, or other public conveniences or utilities in the Common Properties. These reservations and rights expressly include the right to dig trenches through or under driveways, fences; to cut trees, bushes or shrubbery as is reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee or assignee of Contractor or Association, but this reservation shall not be considered an obligation of Contractor to provide or maintain any such utility or service.

Section 8.05 RESERVATIONS. Contractor and the Association expressly reserve to themselves, their successors, assigns, licensees and agents every reasonable use and enjoyment of said Common Properties, in a manner not inconsistent with the provisions of this Declaration including, but not limited to, the use of the roadways and designated access routes in the Common Properties.

Section 8.06 CONTRACTOR ACTIONS. Where Contractor is permitted by this Declaration to correct, repair, clean, preserve, clear out, or do any action on any Property, and taking such action shall not be deemed a trespass or breach of these Covenants.

Section 8.07 NO OBLIGATION ON CONTRACTOR. It is expressly understood and agreed that the granting of the easements set out in this Article in no way places a burden of affirmative action on Contractor and/or the Association.

Section 8.08 AMENITIES AND COMMON AREAS. The amenities, facilities and Common Areas of River Park Estates Phase 2 are solely for the use of Owners and their guests. The Board of Directors of the Association shall have the right to limit the number of guests and invitees who may use the Common Areas; including the right to exclude specific individuals pursuant to rules or regulations of the Association. Owners and Occupants are responsible for the

conduct of and costs incurred by their guest at all times, including the payment of any fines levied upon guests.

ARTICLE IX

MEMBERSHIP IN THE ASSOCIATION

Contractor will cause to be formed River Park Estates Phase 2 Homeowners' Association, Inc. (herein referred to as the "Association"), as a Louisiana corporation under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Association's Articles of Incorporation and the Association's Bylaws. There shall be only one Association that shall have jurisdiction over the Subdivision and all additions thereto.

Section 9.01 ASSOCIATION. The purpose of the Association will be to further the common interest of the Owners and the Subdivision as a whole. The Association, acting through the Board of Directors, shall have the duties and powers, hereinafter set forth, and as will be stated in the Articles of Incorporation and Bylaws. Such duties and powers shall be for the purpose of carrying out anything that may be necessary or desirable to further the common interests and 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 declared.
- (c) Serve and represent the Owners in any public matter or hearing affecting the Subdivision.
- (d) Maintain any landscaping, gates, other such structures and facilities in the Common Areas of the Subdivision.
- (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 Common equipment and facilities and when needed to insure with liability insurance or any other insurance which may be required.
- (g) Pay the debts of the Association.
- (h) Maintain any private streets, playgrounds, servitudes of access, recreation areas and Common Areas thereof in a neat and attractive manner.
- (i) Act in any other capacity or manner, or on any matter in which the Board of Directors authorizes.

Section 9.02 POWERS. The Association shall have all 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 Association's Articles of Incorporation or in the Association's Bylaws.

Section 9.03 CONTRACTOR'S RIGHTS RESERVED. Contractor shall have, and hereby retain and reserve, those certain rights set forth in this Declaration with respect to the Property Owners, the Association, the Board of Directors and committees. The rights and reservations of Contractor set forth in this Declaration shall be deemed accepted and reserved in each conveyance of property by Contractor to the Association and in each deed or other instrument by which any Lot is conveyed by Contractor, whether or not specifically stated therein. The rights, reservations and servitudes of Contractor set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and may not, without Contractor's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Contractor's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

Section 9.04 TITLE. At the time of the transfer from Contractor, the Association shall have title to the Common Areas, streets, and servitudes of access and no Owner or any other person or entity 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 Contractor or the Association so decides.

Section 9.05 BUDGETS AND ASSESSMENTS. The Association shall adopt budgets and levy and collect Assessments as authorized or required by this document and the Association's Bylaws and/or any other rule, regulation or any other vehicle that the Association deems appropriate and is consistent with Louisiana Law.

Section 9.06 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 and duty 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 and/or any other person or entity. Should costs be incurred in the enforcement of these Covenants, and/or Rules and Regulations of the Association, the persons or entities found to be in breach shall pay those costs, which include attorney fees, costs of court, and all collection costs of any nature.

Section 9.07 BOARD OF DIRECTORS. Contractor will set forth the number of Directors and the rights, duties and obligations of the Board of Directors of the Association in the Articles of Incorporation and/or the Bylaws of the Association. The first set of Directors shall be appointed by Contractor and shall serve for one (1) year until replaced by Directors duly elected by the Members during a meeting for such purpose. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, tribunals, managers, officers of the Association or to agents and employees of the Association. Action 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 Members or Owners, except as otherwise specifically provided in this Declaration, the Association's Articles of Incorporation and the Association's Bylaws.

Section 9.08 MEMBERSHIP. Every Property Owner, including Contractor, shall automatically and by virtue of such status as a Property Owner, be a Member of the Association. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot. Transfer of record of the ownership of any Lot shall automatically transfer membership in the Association.

Section 9.09 VOTING RIGHTS AND GOVERNANCE OF THE ASSOCIATION. Voting rights of Members are as follows:

(a) 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 Association prior to any meeting where such vote is allowed. In the absence of such advice, the vote appurtenant to such Lot shall be suspended for one day in the event more than one Person seeks to exercise it, if the Owners do not reach agreement by the 24th hour, said vote will be disallowed. The voting weight appurtenant to each Lot shall be equal and each Lot shall have one vote.

(b) Notwithstanding any provision herein to the contrary, no amendment to the Declaration or to the Articles of Incorporation shall be effective without the written consent of Contractor until they have sold or otherwise conveyed all of the Lots that they own.

(c) Notwithstanding the preceding paragraphs, if any assessment required to be paid by a Member is past due as of the time a vote is being taken, such Member shall not be entitled to cast any vote at such time with respect to the Lot on which the assessment is past due.

(d) When any Lot entitling the Owner thereof to membership in the Association has Owners which are corporations, trusts or partnerships, or where two (2) or more persons or entities are Owners, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, one (1) officer, trustee, person or entity shall be designated the voting Member for all the others. Written evidence of such designation in a form satisfactory to the Association shall be delivered to the Association prior to the exercise of a vote by such Owners.

ARTICLE X

MEMBERS' RIGHTS IN THE COMMON PROPERTIES

Section 10.01 PROPERTY OWNERS' EASEMENTS OF ENJOYMENT IN COMMON PROPERTIES. Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Property Owner and every guest or lessee of that Property Owner shall have an easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. A Property Owner's or lessee's spouse and children who reside with such Property Owner or lessee in the Subdivision shall have the same easement of enjoyment hereunder as a Property Owner. The easement of enjoyment herein shall pass from a Property Owner to a lessee during the lease term; provided, however, the Association may adopt additional restrictions limiting the easement if for any reason it deems appropriate, including the exclusion of any person for any reason, including a Property Owner if expelled from Common Property(s).

Section 10.02 TITLE TO COMMON PROPERTIES. Contractor has or will convey the Common Properties by appropriate conveyance, donation and/or transfer to the Association, subject to all restrictions and limitations of record and to all additional restrictions and covenants set forth in the deed of conveyance. The Association shall be required to accept such conveyance of the Common Properties and shall, after such conveyance become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors, subject to this Declaration. The Common Properties shall also be conveyed subject to all easements and restrictive covenants of record at the time of conveyance and the rights that others may have, as referred to in Section 10.01, to use certain Common Properties.

Section 10.03 EXTENT OF MEMBER'S EASEMENTS. The easements enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its Bylaws, to place mortgages or other encumbrances on the Common Property;
- (b) The right of the Association, in accordance with its Bylaws, to take such steps as are reasonably necessary to protect Common Properties against foreclosure;
- (c) The right of the Association, in accordance with its Bylaws, to suspend the voting rights and easements of enjoyment of any Property Owner, lessee or guest of any Property Owner for any period for any reason, including during which the payment of any assessment is delinquent, and for any infraction of rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay such assessment, and provided that the Association shall not suspend the right to use any roadways belonging to the Association, if any, although such use shall be subject to the rules and regulations established by the Association;
- (d) The right of the Association, to charge reasonable user, admission or other fees for the use of the Common Properties and any facilities included therein, it being understood that this right of the Association allows it to have fees and charges apply to any Property Owner, guest or lessee;
- (e) The right of the Association to place any reasonable restrictions upon the use of the Common Properties subject to a Lot Owner's or lessee's right of ingress and egress, including, but not limited to, the types and sizes of the vehicles permitted to use the pathways and access routes, the maximum and minimum speed of vehicles using said routes, and all necessary traffic and parking regulations. The fact that such restrictions on the use of the access routes shall be more restrictive than the laws of a state or local government shall not make such restrictions unreasonable;
- (f) The right of the Association to adopt and publish rules and regulations governing the use of the Common Properties, and the conduct of Property Owner, their lessees or guests, and to establish penalties for the infraction of such rules and regulations;
- (g) The right of Contractor or the Association, to dedicate or transfer to any public or private utility company, utility or drainage easements on, over or under any part of the Common Properties;

(h) The right of the Association, to give or sell all or any part of the Common Properties including a leasehold interest, to anyone for any reason it deems appropriate, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such gift, sale or determination as to purposes and conditions shall be authorized by the affirmative vote Property Owner of at least two thirds (2/3) of the total number of votes which may be cast by all Property Owners regardless of class, present or represented by proxy at a meeting called for such purposes, a quorum being present.

(i) Restrictions and limitations affecting the Subdivision as set forth in the General Covenants; and

(j) The rights that others may have, as referred to in Section 10.01, to use certain Common Properties.

ARTICLE XI

COVENANTS FOR ASSESSMENTS

Section 11.01 CREATION OF A LIEN AND PERSONAL OBLIGATIONS FOR ASSESSMENTS. By agreeing to purchase a Lot, each Owner, except Contractor and Association, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all terms and provisions of this Declaration and to pay to Contractor or the Association as provided below the following: (1) regular assessments or charges; (2) special assessments or charges established and collected from time to time as hereinafter provided; (3) individual assessments or charges established and collected from time to time as hereinafter provided; and (4) legal interest from the date payment is first due and payable until paid, late fees, monetary penalties and/or fines as enacted against such Owner for a violation of any covenant or restriction detailed herein or any rule or regulation enacted by the Association (all items collectively referred to as "related charges").

The regular, special and/or any individual assessments, in addition to the related charges noted in this Section 11.01, shall create and be a charge and continuing lien on the real Property of the Property Owner and improvements thereon against which each such assessment is made. Payment of each such assessment and the related charges shall be the personal obligation of the Property Owner and shall be included in the amount of the lien on the Lot from the date when the assessment and/or related charge first becomes due and payable and shall create a lien upon the lot on which the assessment was established. In the case of co-ownership of a Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment and all related charges, attorney fees and costs of collection.

If an assessment and/or related charge is not paid within thirty (30) days after the due date, such assessment and/or related charge shall then be deemed delinquent and late fees and interest, at the rate of ten (10%) percent per annum (or such other rate as determined by the Board of Directors of the Association) from the due date until paid, shall be added to the amount and a monetary penalty for each failure to pay an assessment shall be enacted in the amount of \$75.00 (or in such higher amount as later determined by the Board of Directors of the Association), which monetary penalty shall be consistently applied, shall be added to such assessment, and further, the Association may bring suit against the Owner personally, as provided in Section 11.11 hereinbelow, and there shall be added to the amount of such assessment the Associations, the related charges noted in this Section 11.01, actual attorney's fees, court costs and all other costs of collection related to such action. Unless otherwise provided by the Board of Directors and/or provided in the Bylaws for the Association, regular assessments shall be due and payable on or before the first day of February each year for which the assessment is due.

Section 11.02 PURPOSE OF THE ASSESSMENTS. The Association will use Assessments for the purposes of preserving and enhancing the Property, and for the common benefit of Owners and residents, including but not limited to maintenance of immovable and movable property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final authorized to provide hereunder; including, but not limited to, payment of taxes and insurance, cost of labor and equipment, erosion control devices, materials, management supervision, accounting and Property Owner information

services, repayment of loans and such other action as is necessary to carry out its authorized functions. Such assessments may also be used for any lawful purpose the Association deems necessary or appropriate.

Section 11.03 PERSONAL OBLIGATION. An Owner is obligated to pay Assessments levied by the Board against the Owner or his Lot. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

Section 11.04 TYPES OF ASSESSMENTS. There are 3 types of Assessments: Regular, Special, and Individual.

(a) **Regular Assessments.** Regular Assessments are based on the annual budget. Each Lot is liable for its equal share of the annual budget. If the Board fails to determine new Regular Assessments for any year, Owners will continue to pay the Regular Assessment as last determined. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. The Board of Directors shall consider the annual budget each year and may increase the regular assessment(s) from the prior year if the budget and/or other considerations justify such increase. Regular Assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

1. maintenance, repair, and replacement, of the Common Areas;
2. utilities and services billed to the Association;
3. taxes on property owned by the Association and the Association's income taxes;
4. management, legal, accounting and professional fees for services to the Association;
5. operating expenses;
6. premiums and deductibles on insurance policies and bonds deemed by the Board to
7. be necessary or desirable for the benefit of the Association;
8. contributions to the reserve funds; and
9. any other expense which the Association is required by law or the Community.

(b) **Special Assessments.** In addition to Regular Assessments, the Board may levy one or more Special Assessments against all Lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by Owners of least a majority of the Lots: (a) acquisition of immovable property, other than the purchase of a Lot at the sale foreclosing the Association's privilege against the Lot; (b) construction of additional improvements within the Property, but not replacement of original improvements; and (c) any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

(c) **Individual Assessments.** In addition to Regular and Special Assessments, the Board may levy an Individual Assessment against a Lot and its Owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or his Lot into compliance with the Community Documents; fines for violations of the Community Documents; fees or charges by the managing agent of the Association for services provided to, or for the benefit of, one Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services

to Lots provided through the Association and which are equitably paid by each Lot according to benefit received.

Section 11.05 BASIS AND RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each Lot is uniform for all Lots; subject, however, to exemptions as specifically provided hereinbelow.

Section 11.06 ANNUAL BUDGET. The Board will prepare and approve an estimated annual budget for each fiscal year

Section 11.07 DUE DATE. The Board may levy Regular Assessments on any periodic basis-annually, semiannually, quarterly, or monthly. Unless otherwise provided by the Board of Directors and/or provided in the Bylaws for the Association, regular assessments shall be due and payable on or before the first day of February each year for which the assessment is due. Special and Individual Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within 10 days after notice of the Assessment is given. Assessments are delinquent if not received by the Association on or before the due date.

Section 11.08 RESERVE FUNDS. The Association may establish, maintain, and accumulate reserves for operations and for replacement and repair of Common Area improvements. Declarant is not required to fund reserves.

Section 11.09 ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of Owners of at least a majority of Lots and the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its immovable or movable property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder

Section 11.10 LIMITATIONS OF INTEREST. Notwithstanding anything to the contrary in the Community Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law.

Section 11.11 EFFECT OF NONPAYMENT OF ASSESSMENTS. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect delinquent Assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies and rights are in addition to and not in substitution for all other rights and remedies which the Association has:

- (a) Delinquent Assessments bear interest from the date due until paid, at a rate to be determined by the Board from time to time, not to exceed ten percent (10%) per annum, and reasonable late fees, at a rate to be determined by the Board from time to time.
- (b) If an Assessment is being paid in installments, the Association may accelerate the remaining installments.
- (c) The Owner who has not paid the Assessment is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, such as attorney's fees.
- (d) If the delinquent Assessment is more than thirty (30) days past due, the Association may suspend the right to vote appurtenant to the Lot.
- (e) The Association may file suit seeking a money judgment against the Owner, without foreclosing or waiving the Association's privilege for Assessments, may notify and communicate with the holder of any privilege against a Lot regarding the Owner's default and payment of Assessments and may foreclose its privilege against the Lot by judicial or non-judicial means.

Notice shall not be a prerequisite to payment nor imposition of late fees or interest. If the delinquent Owner fails to pay the amount due within sixty (60) days after the due date, the Board of Directors shall provide Owner with a Notice of Intent to file a lien, setting forth the amount of the claim of delinquency, the late charges, monetary penalties and/or fines enacted and related charges, interest and costs of collection (including reasonable attorney's fees) which have accrued thereon, noting also that the Association may proceed with other litigation if it so elects. Thereafter, the Board of Directors shall approve in writing any liens that it elects for the Association to file and/or other formal legal action to be taken, including the filing of suit to collect such amounts. If the Board of Directors approves the filing of a lien, it shall notify Owner of such as required by law shall also notify Owner that further legal action, such as filing a lawsuit that could result in seizure of property, may be pursued by the Association.

Section 11.12 MEANING OF PRIVILEGE. As used in this Article 8 and in other provisions of this Declaration (including without limitation Article 9), the word "**privilege**" has the same meaning as the word "privilege" in Louisiana Revised Statutes 9:1145 - 1148.

Section 11.13 LIENS. All sums assessed against any Lot pursuant to this Declaration or any other rules of the Association, together with court costs, reasonable attorney's 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, until paid.

Section 11.14 SUBORDINATION OF THE LIEN OF MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments occurring subsequent to the date such mortgage becomes of record and, provided further, that upon a sale or transfer of such Property pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure, the title acquired by the purchaser of such Property shall be subject to the lien of such subsequent assessments.

Section 11.15 EXEMPT PROPERTY. The following property, individuals, partnerships, or corporations subject to this Declaration shall be exempted from assessments, charges and liens created herein:

- (a) Contractor and Developer and any Lot(s) owned by Contractor or Developer;
- (b) The grantee in conveyances made for the purpose of granting utility and drainage easements;
- (c) The Common Properties;
- (d) Property which is used in the maintenance and service of facilities within Common Properties.

Section 11.16 ANNUAL STATEMENTS. The President, Treasurer, or such other officer as may have custody of the funds of the Association, within ninety (90) days after the close of each fiscal year of the Association, shall prepare and execute general itemized statements as of the close of such fiscal year showing the actual assets and liabilities of the Association, and a statement of revenues, costs and expenses. The name of any creditor to which an amount of more than Two Hundred Fifty and No/ 100 Dollars (\$250.00) is owed by the Association shall be set out in such statement. The Association shall furnish to each Member of the Association who may make a request there for in writing, a copy of such statement within thirty (30) days after receipt of such request. Such copies may be furnished to the Member either in person, by electronic mail or by mail.

Section 11.17 ANNUAL BUDGET. The Board of Directors shall cause to be prepared and make available to all Members at the office of the Association at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for such fiscal year. The financial books of the Association shall be available for inspection by all Members at reasonable times with a prior appointment with the Association Treasurer.

Section 11.18 INITIAL CAPITAL CONTRIBUTION. Upon the purchase of any lot or home, at the time of the purchase, the buyer shall contribute Four Hundred and No/100 (\$400.00) Dollars to the Association as an initial capital contribution at the time of the purchase.

ARTICLE XII

FUNCTIONS OF ASSOCIATION

Section 12.01 OWNERSHIP AND MAINTENANCE OF COMMON PROPERTIES.

The Association shall be authorized to own and/or operate and maintain Common Properties and equipment, furnishings, and improvements devoted thereto. Land included in Common Properties shall be used in the manner set forth by Contractor and/or the Association.

Section 12.02 SERVICES. The Association shall be authorized, but not required, to provide various services, including, but not limited to the following:

- (a) Employment of a manager, an independent contractor, or such other employees as necessary to perform services for the Association;
- (b) Cleanup and maintenance of all roadways, road medians and Common Properties within the Subdivision and also all public properties which are located within or in a reasonable proximity to the Subdivision such that their deterioration would affect the appearance of the Subdivision as a whole;
- (c) Landscaping and landscape maintenance of roadways, sidewalks, walking and bicycle paths, access routes, and any Common Properties;
- (d) Lighting of roadways, sidewalks and paths through the Subdivision;
- (e) Insect and pest control to the extent that it is necessary and desirable in the judgment of the Board of Directors of the Association;
- (f) Legal and scientific resources for the improvement of air and water quality within the Subdivision;
- (g) Construction of improvements on Common Properties as may be required to provide the services and equipment as authorized in this Article;
- (h) Administrative services including, but not limited to, legal, accounting and financial services; and communication services informing Members of activities, notice of meetings, referenda and other matters incident to the above listed services;
- (i) Liability and hazard insurance covering improvements and activities on the Common Properties;
- (j) Water, sewer and any necessary utility services not provided by a public body, private utility or Contractor;
- (k) Exercise of any rights reserved by Contractor and transferred by Contractor to the Association, including but not limited to all rights and functions of Contractor under the General Covenants; and
- (l) Taking of any and all actions necessary in the discretion of the Board of Directors to enforce this Declaration and all other covenants and restrictions affecting the properties of the Association and to perform any of the functions or services delegated to the Association in this Declaration or other covenants or restrictions or authorized by the Board of Directors.

Section 12.03 REDUCTION OF SERVICES. The Board of Directors of the Association shall periodically define and list a minimum level of services of the sort described in Section 12.02 to be furnished by the Association in any given year.

Section 12.04 OBLIGATIONS OF THE ASSOCIATION. Except as provided in Sections 12.05 and 12.06 of this Article, the Association shall not be obligated to carry out or offer any of the functions or services specified by the provisions of this Article.

Section 12.05 MORTGAGE AND PLEDGE. The Board of Directors of the Association shall have the power and authority to mortgage the Property of the Association and to pledge the revenues of the Association as security for loans made to the Association to perform its authorized functions. Contractor may make loans to the Association, subject to approval by Contractor of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the maximum regular annual assessments at any time there are outstanding any amounts owing Contractor.

Section 12.06 TRANSFER OF AUTHORITY. This Declaration provides Contractor with various controls and rights, to be exercised (if at all) at the discretion of Contractor. This Declaration further provides that any of Contractor's rights and powers set forth herein may be

specifically assigned to the Association. In the event that such powers are assigned to the Association, the Association shall promptly provide for appropriate procedures to perform its obligations pursuant to the powers transferred to it.

ARTICLE XIII

ARCHITECTURAL CONTROL BY ASSOCIATION

Section 13.01 REVIEW BOARD. Upon assignment of the architectural control function by Contractor to the Association, the Association shall appoint a Board to review and approve or reject plans and plats as described herein. That Committee shall comply, at minimum, with the restrictions set forth in this document. Additionally, the Committee may make any other rules and restrictions it deems appropriate to effectuate the purposes detailed herein.

Section 13.02 TRANSFER OF ARCHITECTURAL REVIEW AND APPROVAL. Contractor may assign its architectural control functions as provided in this Declaration, including those set forth in Article V, at any time. The Association shall be required to accept such assignment and comply with the provisions contained in this Declaration. Thereafter, all architectural control functions of Contractor as provided in this Declaration shall be performed by the Association.

ARTICLE XIV

AMENDMENT OF DECLARATION

Section 14.01 AMENDMENT BY CONTRACTOR. Prior to Contractor purchasing from Developer all Lots in Phase 2 in the Subdivision, Contractor and Developer shall have the joint right to amend this Declaration without need of vote by the Members of the Association, but only with consent of both Contractor and Developer, and to do so at such time, and upon such conditions, in such form and for such purposes as Contractor and Developer, in their discretion, shall deem appropriate by preparing and recording an amendment hereto. Once Contractor has purchased from Developer all Lots in Phase 2 of the Subdivision, Contractor reserves the unilateral right to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as Contractor, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto. This right of unilateral amendment shall expire only after all of the Lots included in the subdivision have been sold to Owners other than Contractor, (and/or entity(ies) controlled by Contractor), after which time this Declaration may be amended only in the manner set forth in Section 14.02 below.

Section 14.02 AMENDMENT BY ASSOCIATION. After the expiration of the right of Contractor to unilaterally amend this Declaration as provided in Section 14.01 above, amendments to this Declaration may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by an affirmative vote of the majority of the Members of the Association entitled to vote as approved in this Declaration, the Association's Articles and Bylaws, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to the Declaration being proposed by the said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association or, in the absence of the President, such other officer of the Association, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days, nor later than sixty (60) days, from receipt by such officer of the proposed amendment or amendments.

The Secretary of the Association shall give each Member written or printed notice of such special meeting, which shall state the time, place and a recital of the proposed amendment or amendments in reasonably detailed form. Such notice shall be mailed no less than ten (10) days or more than fifty (50) days before the date set for such special meeting. Such notice shall be given to any Institutional Mortgagee of record who requests such notices and provides an address therefor to the Association. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at the Member's mailing address as it appears on the records of the Association.

Any Member of the Association may, by written waiver of notice, signed by such Member, waive such notice, and such waiver, when recorded in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. The written vote of any Member of the Association shall be recognized if such

member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

At such special meeting, the amendment or amendments proposed must be approved by the affirmative vote of Members of the Association entitled to vote by no less than two thirds ($\frac{2}{3}$) of the total number of all Members entitled to vote, present or represented by proxy at a meeting called for such purposes, a quorum being present. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted. The original or executed copy of such amendment or amendments so certified and executed, with the same formalities as a deed, shall be recorded in the Public Records within twenty (20) days from the date on which, the same became effective. The recorded amendment or amendments shall specifically refer to the recording identifying the Declaration and a copy of the recorded amendment or amendments shall be delivered to all of the Owners, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments.

ARTICLE XV

GENERAL PROVISIONS

Section 15.01 DURATION. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all persons as detailed herein.

Section 15.02 ENFORCEMENT. This Declaration shall be enforceable by the Association, the Contractor, the Architectural Review Board, or any Property Owner-Member of the Association (the "enforcing entity") by or through the filing of a lawsuit/ legal proceeding at law or, in equity, against any person or persons (i) for violating or attempting to violate or circumvent any covenant or restriction detailed herein or any rule or regulation enacted by the Association, (ii) to restrain a violation or attempted violation of any covenant or restriction detailed herein or any rule or regulation enacted by the Association, (iii) to recover damages, (iv) to collect monetary penalties and/or fines enacted by the Association, and (v) to enforce any lien created by this Declaration. The Association may enact monetary penalties and/or fines for the breach of this Declaration or any rule or regulation enacted by the Association, such monetary penalties and/or fines not to exceed \$1,000.00 per day of violation and not to be less than \$50.00, and in the event that a legal proceeding is filed, the enforcing entity may recover any such monetary penalties and/or fines for the benefit and account of the Association. Failure by the Association, Contractor or any Member to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter and by acceptance or purchase of any Lot herein, that purchaser agrees to waive any argument of estoppel. Any lot owner who fails to comply with any of the obligations contained herein shall be liable for all costs, including attorneys fees, associated with any legal action brought against them to enforce this Declaration, payment of all monetary penalties and/or fines enacted pursuant to this Declaration against the lot owner, and for legal interest from the date due on all amounts owed by the lot owner.

Section 15.03 INTERPRETATION. The Board of Directors of the Association shall have the right to determine a resolution to all questions arising from or in connection with this Declaration and to construe and interpret its provisions and the determination of the Board shall be final and binding. Should a dispute arise with respect to a decision by the Association or its Board of Directors, the parties hereby agree to waive all rights to bring suit and instead agree to cooperate with one another in attempting to informally resolve the dispute. If the parties are not able to resolve any dispute informally, then they agree that all such unresolved disputes shall be resolved by binding arbitration conducted by the American Arbitration Association. Notice of the demand for arbitration shall be filed in writing with the other party within a reasonable time after the dispute has arisen. The parties shall share the mediator's fee and any filing fees equally. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. All issues of interpretation of this arbitration provision or concerning the arbitrability of a dispute under this provision shall be decided by the arbitrator, unless otherwise specifically required by law to be decided by a court, and shall be binding upon both parties. This provision applies to the Association, Contractor and all Property Owners.

Section 15.04 SEVERABILITY. Should any covenant or restriction herein contained, or an article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 15.05 AUTHORIZED ACTION. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association in the manner provided for in the Articles and Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 15.06 NOTICE Any notice required to be sent to any Property Owner or Member of the Association under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address of such Member appearing on the Associations Membership list not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered. Notice to one or more co-owners or co-tenants of a Lot shall be considered notice to all co-owners. It shall be the obligation of every Property Owner to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Property Owner following the first day of the calendar month in which said notice is mailed shall be deemed to have been given notice if the notice was provided to the Property Owner's predecessor in title.

Section 15.07 LIMITED LIABILITY. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from Contractor contemplated under this Declaration and/or Contractor shall not be liable to a Lot Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against a Property Owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission, consent, or required approval, whether given, granted, or withheld.

Section 15.08 TERMINATION OF ASSOCIATION. In the event that this Declaration is declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof for any reason, by the adjudication of any court or other tribunal having Jurisdiction over the parties hereto and the subject matter hereof, or if the Members of the Association should vote not to renew and extend this Declaration as provided for herein, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the District Court of the Parish of St. Tammany, Louisiana, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Subdivision as set forth below;

(a) Each owner of any Lot shall be subject to an annual assessment which shall be paid by the Owner to the Trustee. The amount of such annual assessment and its due date shall be determined by the Trustee, in accordance with the provisions of Article XI;

(b) The Trustee shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties as provided in this Declaration. The Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided.

The Trustee shall not have the obligation to provide for the operation, maintenance, repair and upkeep of the Common Properties once the funds provided by the annual assessments have been exhausted.

Section 15.09 OTHER PROPERTY NOT SUBJECT TO DECLARATION. This Declaration shall not apply to or affect any property owned by Contractor or located adjacent to or contiguous to the Subdivision which is not specifically subjected to this Declaration by Contractor by written instrument recorded in the Public Records.

Section 15.10 LOTS INITIALLY RETAINED BY CONTRACTOR. This Declaration shall not apply to or affect any Lot owned by Contractor during the period of ownership of such Lot by Contractor. Furthermore, any and all right to enforce the covenants, rights, easements, restrictions, obligations and/or other encumbrances set forth in this Declaration is specifically suspended as to each Lot owned by Contractor during the pendency of Contractor's ownership of such Lot. The suspensions set forth above shall terminate upon the transfer of ownership of any such Lots from Contractor to Contractor, with the enforcement of this Declaration applying to all

such Lots transferred to Contractor from the time of such transfer. In the event that Contractor transfers any Lots to someone other than Contractor, then Contractor may unilaterally amend this Declaration at that time so as to remove those Lots from the Subdivision.


Section 15.11 ADDITIONAL RESTRICTIONS. Contractor hereby reserves the right to add additional and modify restrictive covenants in the future which may apply to any portion of the Subdivision which has not been conveyed by Contractor to any grantee.

Section 15.12 SUCCESSORS TO CONTRACTOR. Contractor reserves the right to assign to the Association or to any other entity any of their rights or functions reserved in these Covenants including, but not limited to, their rights to approve (or disapprove) plans and specifications of proposed improvements, their right to amend this Declaration, and their rights of enforcement.

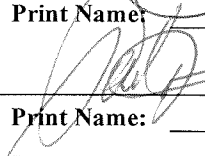
Section 15.13 CAPTIONS. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

AGREED, AFFIRMED AND EXECUTED before me, as notary, and the subscribing witnesses hereto, in Baton Rouge, Louisiana, on the 28th day of July 2022.

WITNESSES:




Print Name: **Michelle Holland**

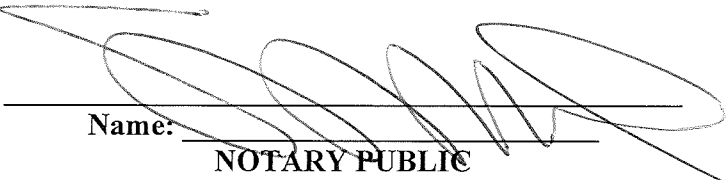


Print Name: **Paul Tudor**

CONTRACTOR:

ALVAREZ CONSTRUCTIONCO., L.L.C.


By: **Sebastian Alvarez, Manager**

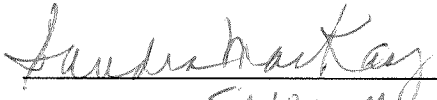


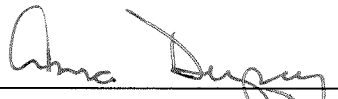
Name: **NOTARY PUBLIC**
Notary/Bar Roll # _____
My Commission Expires _____
Stephen G. McCollister
NOTARY PUBLIC
East Baton Rouge Parish, Louisiana
Bar Roll No. 1931
My Commission Expires: at death.

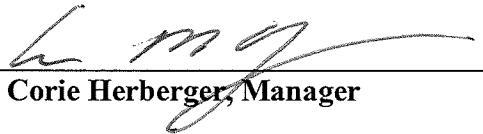
AGREED, AFFIRMED AND EXECUTED before me, as notary, and the subscribing witnesses hereto, in Covington, Louisiana, on the 26 day of July 2022.

DEVELOPER:

RIVER PARK ESTATES, LLC


Print Name: SANDERS MAC KAY


Print Name: ANNA DUPUY

By: 
Corie Herberger, Manager


Name: MARTHA L. JUMONVILLE

NOTARY PUBLIC

Notary/Bar Roll # La. Bar Roll #7592

My Commission Expires At death.