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**RESIDENTIAL DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND SERVICES
FOR**



M A T E R R A

BY

MATERRA DEVELOPMENT, LLC

AS DECLARANT

AND

LEVEL CONSTRUCTION & DEVELOPMENT, LLC

AS INTERVENOR

PREPARED BY:

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Fishman Haygood LLP
100 North Street, Suite 800
Baton Rouge, Louisiana 70802**

**THIS DECLARATION MAY BE AMENDED BY DECLARANT AT ANY TIME IN
DECLARANT'S SOLE AND ABSOLUTE DISCRETION.**

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This Residential Declaration of Covenants, Conditions, Restrictions and Servitudes (this “Declaration”) is executed and effective as of April 28, 2021 (“Effective Date”), by:

MATERRA DEVELOPMENT, LLC (Federal Taxpayer Identification No. XX-XXX3975), a Louisiana limited liability company, whose address for the purposes hereof is 7500 Pecue Lane, Baton Rouge, Louisiana 70809 (“**Declarant**”); and

LEVEL CONSTRUCTION & DEVELOPMENT, LLC (Federal Taxpayer Identification No. XX-XXX3212), a Louisiana limited liability company, whose address for the purposes hereof is 7500 Pecue Lane, Baton Rouge, Louisiana 70809 (“**Intervenor**”) as intervenor and owner of certain immovable property more fully described on **Exhibit A-3** attached hereto (“**Intervenor’s Tracts**”) and shown on **Exhibit A-4** attached hereto (“**Final Residential Plat of Materra**”).

STATEMENT OF PURPOSE

a. Declarant owns certain lots or parcels of land as more particularly described on **Exhibit A-1** attached hereto and shown on the resubdivision map attached hereto as **Exhibit A-2**, but exclusive of Intervenor’s Tracts (“**Declarant’s Property**”).

b. Declarant intends to develop the residential component of a Traditional Neighborhood Development (a “**TND**”) on all or a portion of the Declarants’ Property to be known as “**Materra**”.

c. It is Declarant’s intent that land development within the TND be planned to encourage and provide residential (both single family and multi-family), retail and commercial uses and properties.

d. The Declarant’s intent and expectation is that the TND developed on any portion of the Declarant’s Property described above will share the following conventions:

(1) Multiple neighborhoods will be developed within the TND according to this Declaration sharing common characteristics but creating unique environments.

(2) Each neighborhood within the TND will be physically understood and limited in scale.

(3) Residences, retail shops, workplaces and civic buildings will be located in the neighborhoods all in close proximity to one another.

(4) A hierarchy of streets will serve the needs of pedestrians, bicycles and automobile traffic.

(5) Squares, parks and green space will provide places for organized social activity as well as informal recreation.

(6) Civic buildings and squares will reinforce the elements of the neighborhood, adding to the community identity and providing places of purposeful assembly for social, cultural and religious activities.

e. The Declarant's intent and expectation is that the TND developed on any portion of the Declarant's Property will promote the following objectives:

(1) Bring within walking distance most of the activities of daily living, including dwelling, shopping and working;

(2) Reduce and/or minimize the number and length of automotive trips, traffic congestion and road construction;

(3) Make public transit a viable alternative to the automobile through organization of appropriate building densities;

(4) Provide a means for residents to come to know each other and to watch over their collective security by providing defined public spaces such as streets and squares;

(5) Provide a full range of housing types and workplaces, integrating age and economic class and forming the bonds of an authentic community;

(6) Provide suitable civic buildings, encouraging democratic initiatives and balancing the evolution of the community.

f. Declarant establishes this Declaration for this new community for the following purposes:

(1) To promote enjoyment of the natural resources of the Declarant's Property and to protect and enhance its beauty;

(2) To encourage a harmonious architecture;

(3) To plan for the possibility of both commercial and residential uses but without the customary divisions between them that require dependence on the automobile;

(4) To allow for eventual self-governing of the community by its owners; and

(5) To provide a guide for development that will preserve certain values while allowing change when appropriate.

g. Intervenor owns the Intervenor's Tracts and hereby subjects the Intervenor's Tracts to this Declaration.

DECLARATION

In furtherance of the aforesaid recitals, Declarant declares that, subject to the provisions of this Declaration, it does by these presents hereby create and establish certain servitudes, building restrictions, restrictive covenants, and charges upon the property known as Materra, and

obligations of ownership, for its benefit and the benefit of its vendees, successors and assigns, which servitudes, building restrictions, restrictive covenants, charges upon, and obligations of ownership shall be covenants running with the land and which shall apply against and affect all of the property defined below as Materra:

ARTICLE 1 PROPERTY SUBJECT TO THIS DECLARATION

This article describes the immovable property initially comprising the residential component of Materra, but also provides the method by which additional property may be added to the residential component Materra.

Section 1.1 Initial Property. The immovable property which shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that platted property described on the Final Residential Plat of Materra consisting of the Residential Tract as labeled and designated thereon, as may be further subdivided in accordance with all applicable laws, together with the Streets, Alleys, rights of passage, and servitudes reflected on the Final Residential Plat of Materra.

Section 1.2 Annexation of Additional Property.

a. **By Declarant.** Declarant shall have the right, but not the obligation, for a period of thirty (30) years from the Effective Date, from time to time in its sole discretion, to declare that any additional portions of the Declarant's Property, or any Additional Annexable Property, is annexed to, and included and otherwise incorporated within Materra for the development of a Subsequent Phase or otherwise. Declarant shall also have the right, but not the obligation, for a period of thirty (30) years from the Effective Date, from time to time in its sole discretion, to declare that property which is not part of the Declarant's Property and is not Additional Annexable Property, but which Declarant believes to have a reasonable relationship with Materra, be annexed to, and included and otherwise incorporated within, Materra for such purpose. Any immovable property which is not expressly shown on the Final Residential Plat of Materra shall not be subject to this Declaration until such time as such property is incorporated pursuant to the terms of a Supplemental Declaration.

b. **By Association Boards.** After termination of the Class B Control Period, additional immovable property may be annexed to, and included and otherwise incorporated within, Materra by a majority vote of both Association Boards.

c. **Supplemental Declaration.** A Supplemental Declaration annexing to, and including and otherwise incorporating within, Materra, additional immovable property as authorized under Section 1.2, Subparts (a) and (b), shall become effective upon being recorded in the conveyance records of the Clerk of Court. The restrictive covenants and conditions contained in this Declaration shall not extend to any such Subsequent Phase except to the extent expressly declared by Declarant or the Association Board, as applicable, in a Supplemental Declaration. The Supplemental Declaration may modify or add to the provisions of this Declaration as required to reflect the different character of the Additional Annexable Property. Additionally, it shall be permissible for Declarant, or its successors, or the Association Board, as

applicable, to declare in a juridical act that any Additional Annexable Property is subject to all restrictive covenants and conditions in this Declaration subject to any modifications thereof or additions or deletions thereto that are applicable only to the specific Additional Annexable Property in question. It is further expressly declared that any Rules and Regulations may differ in their application to all or any portion of such Additional Annexable Property, and the requirements of the Guiding Principles applicable to such Additional Annexable Property may be different from those requirements of the Guiding Principles applicable to the property being developed under this Declaration. A Supplemental Declaration may, with approval of the Declarant or the Association Board, as applicable, (1) define certain Neighborhoods within both newly annexed and previously existing portions of Materra, (2) designate certain Commons, whether existing or newly created, as "**Neighborhood Commons**" for the use of certain Neighborhoods, (3) and create and/or modify an Assessment scheme by which certain Neighborhoods are assessed separately for Commons located within that Neighborhood. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration.

Section 1.3 Platted Lots. No Lots may be subdivided or separated into smaller lots except by Declarant or with the specific consent of the Design Review Board. No portion of any Lot may be separately conveyed (apart from the whole Lot), except by Declarant or with the specific consent of the Design Review Board. This Section 1.3, however, shall not prohibit the recording of corrective acts or similar corrective instruments. Declarant shall have the right to record a Supplemental Declaration to modify approved subdivision plats of Materra for the purpose of adjusting Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed by such Supplemental Declaration.

Section 1.4 Withdrawal of Property. Declarant shall have the right to withdraw any portion of Declarant's Property or Additional Annexable Property owned by Declarant from Materra and this Declaration without the consent of any other Person, provided, access to the remaining portions of Materra is preserved. If the property sought to be withdrawn is leased to a Tenant, Tenant's consent shall be required for such withdrawal. The withdrawal of all or any portion of Declarant's Property or Additional Annexable Property from this Declaration shall be affected by the Declarant recording a written instrument setting forth the legal description of the property being withdrawn. If the Declarant does not own the property to be withdrawn, then the written instrument must be signed by the owners of fee title to the property to be withdrawn. Upon the withdrawal of any property from Materra pursuant to this Section, such property shall no longer be subject to any of the covenants, conditions and restrictions set forth herein.

Section 1.5 Disclaimer of Representations and Implied Covenants. Declarant makes no representations or warranties that: (a) Materra will be completed in accordance with the Guiding Principles as they exist on the date this Declaration is recorded; (b) any property subject to this Declaration will be committed to or developed for a particular use or for any use; (c) any property not now subject to this Declaration will be subjected to the provisions hereof; (d) any property subject to this Declaration will not be withdrawn from this Declaration; or (e) the use of any of Declarant's Property subject to this Declaration will not be changed in the future. Nothing contained in this Declaration and nothing which may be represented to an Owner or Tenant shall be deemed to create any covenants or restrictions, implied or express, with respect to the use of any property subject to this Declaration.

Section 1.6 Commercial Development in Materra. Although, as of the Effective Date, none of the Declarant's Property includes Commercial Lots, this Declaration makes several references to restrictions and benefits affecting Commercial Lots planned within Materra. Declarant shall have the right in the future to designate portions of Declarant's Property or additional land adjacent to or nearby the Declarant's Property as Commercial Lots making up Materra, in which case such land may be subject to the restrictions and benefits for Commercial Lots as described herein or may be released from this Declaration and made subject to the Commercial Declaration.

ARTICLE 2 COMMONS

Section 2.1 Commons. Materra is designed so that each Lot is within walking distance of a green space, park or square. These areas can be used by Owners and residents for individual and family recreation and will also be used by the community as a whole for formal events and gatherings. Certain property within Materra, called the "**Commons**," is to be owned and maintained by an Association for the benefit of all Owners in furtherance of that purpose. As Materra is completed, additional property may be added to the Commons. Matters related to the Commons shall be governed according to the provisions of this Article.

Section 2.2 Title.

a. **Association Ownership.** The Commons shall be owned by the Residential Association for the benefit of all Owners unless the Commons have been designated by the Materra Council or the Associations as either Commercial Commons or Residential Commons, in which case such Commons shall be owned by the Residential Association or the Commercial Association, as applicable, for the benefit of such Association's Members.

b. **Designation of Commons.** At any time during the term of this Declaration, the Materra Council shall be authorized to recommend the designation of certain Commons as Residential Commons or Commercial Commons. Commercial Commons shall be such areas as the Streets, parking areas, sidewalks, landscape areas, common signage, lighting, restrooms, water fountains, garbage containers and other areas benefiting the Commercial Lots. In order for Commons to be designated as Commercial Commons or Residential Commons, each Association Board must adopt the Materra Council's recommendation, by majority vote, to be effective, after which, the Association currently holding title to such Commons shall transfer title to the new Association, and all obligations and rights related to such Commons shall be transferred to the responsible Association.

c. **Additional Commons.** Declarant may convey to the Residential Association additional Commons which the Residential Association shall accept, and following such acceptance, the Residential Association shall be solely responsible for maintenance of such additional Commons, unless such Commons are subsequently designated as Commercial Commons pursuant to Subsection (b).

d. **Dedication.** Residential Declarant and the Residential Association shall at all times have the right, without the necessity of consent or approval of any of the Owners, to

convey title to and/or dedicate the Common Roads to the Governmental Authority with jurisdiction to accept such dedication, which is currently understood to be the City of Baton Rouge or the Parish of East Baton Rouge. All other Commons may be dedicated to the public by the Residential Association Board upon consent in writing of Association Members representing 75% of the votes in the Residential Association.

e. **Title to Commons on Dissolution of Association.** In the event of the dissolution of an Association, the Commons owned by the Association shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or Governmental Authority or Authorities or to a nonprofit corporation, association, trust or other organization, to be used, in any such event, for the common benefit of Owners for a similar purpose as that which the particular Commons was held by the Association.

Section 2.3 Maintenance; Capital Improvements.

a. **Generally.** Until such time as the Commercial Association accepts certain Commons as Commercial Commons pursuant to Section 2.2b above, the Residential Association shall have the sole responsibility for the management, control and improvement of the Commons and shall keep such Commons attractive, clean and in good repair, including without limitation, the cleanliness of the Common Roads, which such Common Roads have been dedicated to a Governmental Authority for public use, maintenance and repair.

b. **Capital Improvements.** The Residential Association may make Capital Improvements to the Commons and may modify the uses of the Commons. For example, the Residential Association is authorized to create parking areas within the Commons or to add new recreational facilities. Expenses for substantial Capital Improvements must be approved in accordance with Section 9.2g.

c. **Street Regulation and Parking.** The Residential Association may adopt Rules and Regulations concerning driving and parking within Materra, and may install no parking signs, and take any other reasonable measures to discourage excessive speed, encourage safe driving and regulate parking on the Streets. The Residential Association may, but shall not be obligated to, hire private security personnel for the purpose of enforcing any driving and parking rules or regulations adopted in accordance with this Section, including imposing fines and hiring private companies to tow and impound vehicles found to be in violation of such rules. The amount of any fines shall be set by the Residential Association. Failure by any Owner to pay any fines in accordance with the Rules and Regulations may result in liens being filed against such Owner's Lot. No Declarant or any Association shall be held liable for any loss or injury resulting from any such enforcement or failure to enforce. Notwithstanding anything to the contrary contained herein, Declarants shall have the right, in their sole discretion, to restrict or prohibit parking in any Commons, Street, Right of Way or any other part of Declarants' Property that is not a Lot for any purposes, including but not limited to maintenance, events, or activities. Streets shall not be used for any skateboarding, motorbikes, motorcycles, or motorized recreational vehicles of any type (excluding electric golf carts or vehicles), except for street legal and state-licensed motorcycles for purposes of ingress and egress only. Walking paths shall be used for walking, jogging and bicycling only.

d. **Use of Commons by Owners.** Each Owner shall have a nonexclusive right to use the Commons, except to the extent such Commons have been designated as either Residential Commons or Commercial Commons, in which case, only the Residential Owners or the Commercial Owners, respectively, shall have the right to use such Commons. The Association charged with the maintenance of the Commons shall have the authority to create Rules and Regulations related to the use of the Commons, including policies allowing all or portions of the Commons to be available to Owners for private events (for which a fee may be charged).

e. **Declarants' Rights in Commons.** The Declarants shall have the following rights in the Commons:

(1) The right to erect and maintain on any part of the Commons such signs, temporary buildings, and other structures as Declarants may reasonably deem necessary or proper in connection with the development, construction, promotion, marketing, sale and leasing of real properties within Materra;

(2) The right to use vehicles and equipment on Commons for development, construction and promotional services;

(3) The right to permit perspective purchasers of properties within Materra, who are not Owners, to use or enter the Commons at reasonable times and in reasonable numbers.

(4) The exclusive right to grant permission for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(5) The right to grant permission for similar reproduction of the exteriors of any other part of the Lots which can be viewed from the Streets, Alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Owner of the Lot, but the above right is not intended to prevent any Owner or their architect from granting independent permission for any part of the Lots owned exclusively by that Owner, in which case the consent of the Declarants shall not be required.

f. **Damage or Destruction of Commons by Owner.** If any Owner or Owner's guests, Tenants, licenses, agents, employees or members of Owner's family damages any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Residential Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Lot Assessment payable by the responsible Owner. The Residential Association may, but is not required to, seek compensation for damage from the guest, Tenant, agent, employee, member or other party who caused the damage, in which case the Owner shall be jointly and severally liable with the guest, Tenant, agent, employee, member or other party who caused the damage. A Declarant or Association may bar any Owner, Tenant, occupant, or guest from use of a portion of the Commons for a period up to twelve (12) months for damages

caused to the Commons. After three (3) violations, an Owner, Tenant, occupant of guest may be permanently barred by a Declarant or Association.

g. **Limitation of Liability.** Neither the Associations nor Declarants make any representation or assume any liability for any loss or injury caused by its maintenance of the Commons and Common Roads.

ARTICLE 3 SERVITUDES

Section 3.1 Owners' Servitude of Enjoyment.

a. **Commons.** Every Owner shall have the right and servitude of enjoyment in and to the Commons. This servitude shall be a predial servitude appurtenant to and shall pass with title to every Lot. Notwithstanding anything to the contrary stated herein, the Declarants shall have the right to use and reserve the Commons for all types of events, including but not limited to social events, athletic and civic events, private parties, and concerts, whether for a fee, contribution or without cost, within their sole discretion unless such area has been previously reserved by an Owner.

b. **Tenants and Guests.** Any Owner may delegate, subject to the provisions of this Declaration, an Association's Bylaws and Rules and Regulations, such Owner's right to enjoyment to the Commons to the members of his family (if Owner owns a Residential Lot), his Tenants or his guests who are accompanied by the Owner. An Association may adopt rules to prohibit or restrict dual use of the Commons' recreational facilities by both an Owner and the Owner's Tenant, except when the Owner is a bona fide guest of the Tenant.

Section 3.2 Servitudes in Favor of Declarants and Associations. Residential Declarant hereby reserves for itself and its successors and assigns, and grants to the Association holding title to any property, including any Commons, within Materra (any such Association referred to in this Section 3.2 as "the **Association**"), the following servitudes, which shall benefit the Declarant, the Association, Materra and all other properties owned, now or in the future by the Declarant which are adjacent to, or contiguous with, Materra (including without limitation thereto Declarant's Property and any portion of such property which may be separated from Materra, by a public road or body of water). Each of the servitudes reserved herein (i) shall be predial servitudes in favor of the Declarant's Property (to the extent not included within Materra), and all other properties owned, now or in the future, by Declarant which are adjacent to, or contiguous with, Materra (including without limitation thereto any portion of such property which may be separated from Materra by a public road or body of water), (ii) shall also be a personal servitude in favor of the Declarant and the Association, and (iii) shall also be a predial servitude for the benefit of the Association as the owner of the Commons. Declarant, at Declarant's expense shall have the right to designate and change from time to time the location of any servitude, provided that such relocation does not materially adversely affect the use of the servitude by an Owner. In the event of such relocation, the Declarant shall provide written notice to the affected Owners accompanied by a map depicting the location of the relocated servitude.

a. **Common Roads.** The Declarant reserves for itself, its successors and assigns, a nonexclusive servitude for use of the Common Roads.

b. **Alleys.** Declarant reserves for itself, its successors and assigns, and grants to the Association, the Association Members, and all future Owners, a nonexclusive servitude of passage (for use by vehicles, bicycles and pedestrians) on and across those portions of Materra that are labeled and designated as an "Alley" or "Right of Way" on a Final Plat and on any plat filed in conjunction with any Supplemental Declaration. The Declarant reserves the right to dedicate the Alleys and Rights of Way to an Association.

c. **Servitude for Maintenance.** Declarant reserves for itself, its successors and assigns, and grants to the Association, a servitude across the exterior portions of all Lots as may be reasonably necessary for the maintenance required hereunder by the Declarant or the Association. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots. Reasonable steps shall be taken to protect such property and damage shall be repaired by the Declarant, the Association, or their respective contractors, as applicable, at their sole expense.

d. **Utility Servitudes.**

(1) Declarant reserves for itself, its successors and assigns, and grants to the Association, a blanket servitude for ingress, egress, construction, installation, replacement, repair and maintenance of all public and private utility and service systems which servitude shall be upon, across, over, through, and under all Utility Servitudes. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, cable or communication lines and other equipment. By virtue of this servitude, Declarant may, but is not obligated to, install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits; the systems themselves (which shall include all pipes, wires, circuits, cables, conduits, switch boxes and other equipment related to the providing of any public or private utility service) shall be installed within the Utility Servitudes.

(2) Declarant or the Association may at any time make a partial assignment to any public or private utility company, or any Governmental Authority, of the servitudes reserved by Declarant, and granted to the Association, in the preceding Subpart d(1) whether or not such assignment by Declarant or the Association expressly states, the assignment shall be partial and nonexclusive and both Declarant and the Association shall continue to have the servitude reserved and granted herein, to be used on a nonexclusive basis with each other and with any public or private utility company, or any Governmental Authority to whom such assignment was made. Nothing shall prohibit Declarant or an Association from installing landscaping or streetscaping over, within, or across a Utility Servitude. Neither Declarant, nor the Association, shall have any liability or responsibility to each other or to any Owner for (i) any damages caused by any public or private utility company, or any Governmental Authority, or (ii) for failure to provide any utility services to any Owner or to the Association.

(3) To the extent any Governmental Authority, or any public or private utility uses any of the Utility Servitudes within Materra, and/or to the extent that the Declarant, the Association or any assignee of Declarant or the Association (all of whom are collectively

referred to as "grantee" in this subparagraph (3)) use or exercise any of the rights granted and reserved under the preceding Subpart d(1), then and in that event:

(a) whenever reasonably possible, the lines and facilities to be constructed and installed within the Utility Servitudes shall be placed underground,

(b) each grantee shall respect the reasonable use of the servitudes by the other grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the Utility Servitudes by all grantees;

(c) each grantee, after any use of the servitude areas or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with use of the servitude granted pursuant to preceding Subpart d(1) and which are damaged through the reasonable exercise of the servitudes granted pursuant to the preceding Subpart d(1). The Association shall be responsible for maintaining the servitude areas in a well-manicured, properly landscaped manner that does not interfere with the reasonable use of such servitudes;

(d) each grantee who is an assignee of Declarant or the Association, by its use of the Utility Servitudes or exercise of the rights herein granted pursuant to the preceding Subpart d(1), does hereby agree to defend and hold its assignor (whether Declarant or the Association), together with its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective grantee in the construction, installation, repair, alteration and maintenance of the said water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities pursuant to the servitudes granted under the preceding Subpart d(1); and

(e) Declarant, the Association, each Governmental Authority, each public utility and each private utility agree that (i) it accepts the right to use the said Utility Servitudes subject to the right of Owners to construct Buildings on Lots which have soffits, eaves, stairs, stoops, balconies and/or facade which encroach on and over the said Utility Servitude by no more than twenty-four (24) inches measured from the boundary of the Utility Servitude nearest to the interior of the Lot going out toward the exterior boundary of the Lot, provided that any such encroachment is at least ten (10) feet above the finished ground elevation in the area of the encroachment, and (ii) it may never request that the Owner remove any such soffits, eaves, stairs, stoops, balconies and/or facade, which encroach on any Utility Servitude consistent with the conditions of the preceding Subpart (e)(i).

(4) Those areas located on Lots and identified as utility niches are not to be considered as part of the Utility Servitude or subject to any servitude in favor of any Governmental Authority or any public or private authority. All such utility niche areas shall be used solely, in the absence of approval from the Design Review Board to the contrary, for the placement of utility meters and, on Alley-Loaded Lots, for the storage of garbage cans and other receptacles for the storage of garbage.

e. **Police Powers.** Declarant reserves for itself, its successors and assigns, and grants to the Association, a blanket servitude throughout Materra for private patrol services, and for police powers and services supplied by the local, state and federal governments. Declarant may, at any time, in Declarant's sole and absolute discretion, install security cameras, gates or other security devices as it deems necessary for the protection of Materra. All security measures shall be paid for out of Assessments. Declarant and the Associations may adopt Rules and Regulations providing for security measures, parking and traffic regulations, or such other policing power, which may include enforcement through fines and penalties, with failure to pay such fines permitting the Declarant or the Association to file a lien against any Lot owned by the Person found to be in violation of such Rules and Regulations.

f. **Servitude for Emergency Entry.** Declarant, the Association or their designee(s) shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, and the Rules and Regulations, which right may be exercised by any member, officer, agent, employee, and/or manager of the Declarant or Association, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Declarant or the Association, but shall not authorize entry into any Building without permission of the Owner.

g. **Servitude During Construction and Sale Period.** Notwithstanding any provisions now or hereafter contained in this Declaration, the Rules and Regulations, and any amendments thereto, Declarant reserves a servitude across the Declarant's Property or to maintain and carry on upon such portion of the Declarant's Property as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or for the development, construction or benefit of any neighboring property including, but not limited to: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Declarant's Property, including, without limitation, any Lot; the right to tie into any portion of the Declarant's Property with Streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Declarant's Property; the right to grant servitudes over, under, in or on the Declarant's Property, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Declarant's Property; the right to convert Lots (with the consent of the Owner thereof) to Streets; the right to construct recreational facilities, utilities and other Improvements on Lots owned by Declarant; the right to carry on sales and promotional activities in the Declarant's Property; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices.

Declarant may use residences, offices or other buildings owned or leased by Declarant as model residences and sales offices without charge.

h. **Reservation and Right of Use for Storm Water Drainage and Retention.** Each Lot is hereby subjected to a servitude for the benefit of each other Lot for the purpose of storm water drainage and runoff in accordance with the drainage plan established by Declarant for Materra, which servitude shall include, but shall not be limited to, the right to tie in such storm water drainage facilities at such points and in such manner as approved by Declarant, and for the flow of storm water runoff over Lots to such points and from such points through the storm water drainage facilities into wetlands, ponds, or other retention facilities within or outside Materra. The foregoing servitude shall be subject to any and all restrictions regarding quantity, rate and quality of discharge which Declarant may hereafter impose, or which may be imposed on Lots, Declarant or any Owner or Tenant by any Governmental Authority having jurisdiction.

Section 3.3 Property I.D. Signs.

a. Declarant hereby excepts and reserves a nonexclusive perpetual servitude for the construction, reconstruction, replacement, operation, maintenance and repair of a sign structure, landscaping and entry features ("**Property Identification Signs**") over, under, upon and across certain portions of Materra, together with reasonable access over, under, upon, through and across the property to install, replace, maintain, repair and operate such utility lines necessary to provide power to illuminate any of the same.

b. Panels on certain Property Identification Signs may be designated by Declarant for the benefit of the Commercial Lots. The right of Owners and occupants of Commercial Lots to place signage on any designated Property Identification Signs shall be determined as part of the review of site plans for development of a Commercial Lot and must be approved by the Design Review Board. The Property Identification Signs shall constitute Commons, unless otherwise designated by the Declarant or the Design Review Board.

Section 3.4 Servitudes in favor of Lots. There is hereby granted a servitude in favor of each Lot, tract or across that portion of each adjoining Lot or Commons which is no more than the three (3) feet away from the boundary of the Lot in whose favor such servitude has been created. The servitude created herein may be used only in compliance with the following requirements: (a) in conjunction with the construction, maintenance and/or repair of Improvements constructed on the Lot in whose favor the servitude is created, including but not limited to Garden Walls and Garages; (b) with the exception of an emergency, no use may be made of the servitude granted herein without providing at least ten (10) days prior written notice to the Owner of the Lot or tract burdened with the servitude ("**Servient Lot**") of the intention to use the servitude burdening the Servient Lot, and during those ten (10) days the Owner of the Servient Lot shall provide the notifying Owner of any reasonable restrictions (including the time of access) which the Owner of the Servient Lot requires be honored by the notifying Owner; (c) if the notifying Owner is willing to comply with the restrictions provided by the Owner of the Servient Lot, as contemplated by the preceding subpart (b), then the notifying Owner may proceed with the repair and maintenance provided that said Owner also complies with all requirements established by the Guiding Principles and/or any applicable Rules and Regulations; (d) if the notifying Owner believes the restrictions provided by the Owner of the Servient Lot, as

contemplated by the preceding subpart (b) are not reasonable, and cannot resolve the issue with the Owner of the Servient Lot, then the notifying Owner who wishes to use the servitude granted on the Servient Lot shall apply to the Association Board of the Association to which the Owner belongs, which shall grant a hearing to all Owners involved with respect to any request submitted to the Association Board under the preceding subpart (d), and any decision rendered by the Association Board shall be final and binding on all Owners involved in the application submitted pursuant to subpart (d) of this Section 3.4; and (e) each grantee, after any use or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with use of the servitude granted pursuant to this Section 3.4 and which are damaged through the reasonable exercise of the servitudes granted pursuant to this Section 3.4.

ARTICLE 4 DESIGN REVIEW BOARD

Section 4.1 Design Review Board.

a. **General.** The Design Review Board is an agency, department or division of the Residential Association.

b. **Composition.** The Design Review Board shall have either three (3) members or five (5) members; initially, the Design Review Board shall consist of three (3) members. Should the Residential Association Board wish to declare that there shall be an increase in the number of members serving on the Design Review Board, it may do so at a regularly called meeting of the Residential Association Board. The members of the Design Review Board shall be appointed by the Residential Declarant during the Class B Control Period. Upon termination of the Class B Control Period, the Residential Association Board shall appoint the additional members of the Design Review Board.

c. **Compensation.** The members of the Design Review Board, and other professionals and staff assisting the Design Review Board may be paid reasonable compensation for service on the Design Review Board, as determined from time to time by the Residential Association Board. All members of the Design Review Board shall be reimbursed by the Residential Association for their respective expenses incurred in furtherance of the authorized activities of the Design Review Board, subject to review and approval by the Residential Association Board.

d. **Conflict of Interest.** Nothing herein shall prohibit an approved architect, contractor or design professional from serving on the Design Review Board, provided however, that anyone serving on the Design Review Board must recuse him or herself from reviewing, considering or commenting on an application for which such member is providing professional services.

e. **Cost of Operation.** The Residential Association shall be responsible for all reasonable costs of operation of the Design Review Board. Review fees paid in accordance with

the Design Review Procedures shall be used by the Residential Association to defray the costs and expenses incurred by the Design Review Board and the fees and compensation paid, if any, to the staff, other professionals and members of the Design Review Board. The Residential Association Board, in its sole discretion, may increase the amount which must be paid as a review fee in conjunction with the submissions of plans pursuant to the Design Review Procedures of this Declaration, but in no event shall the said review fee charged in any one (1) calendar year exceed one hundred twenty-five percent (125%) of the review fee charged during the preceding calendar year.

f. **Employees.** The Design Review Board may employ personnel or contract with individuals or companies as necessary to assist in the design review process, as authorized pursuant to the budget for the Design Review Board, as established by the Residential Association Board. All such personnel, individuals and/or companies employed or contracted with by the Design Review Board shall be considered as employees and/or independent contractors of the Residential Association.

g. **Rules and Procedures.** The Design Review Board is authorized to adopt rules and procedures and to adopt, from time to time, amendments to said rules and procedures for the conduct of its business, consistent with the provisions of this Declaration. Any Owner shall be provided with a copy of such rules and procedures within fifteen (15) days of submission of a written request to the Residential Association Board.

ARTICLE 5 DESIGN REVIEW PROCEDURES

Section 5.1 Types of Projects Requiring Design Review and Approval. Any Owner planning to undertake any of the following types of projects on a Lot, unless such project qualifies as a permitted modification under Section 5.3 below or qualifies for an Abbreviated Review Process under Section 5.2, must submit an Application to the Design Review Board, and obtain its approval, in advance of commencing Work on such project within Materra (a “**Major Improvement**”). The listing of a particular example of a project under a category does not imply that such Work is permitted, nor does the absence of a particular example of a project imply that such Work is not subject to review. To the extent that a particular project is otherwise prohibited elsewhere in this Declaration, such prohibition shall control.

a. **New Construction.** Construction of any new, freestanding Building or other structure on a Lot, whether as a main, secondary, accessory or landscape structure, including but not limited to Fences and Garden Walls.

b. **Alterations, Additions or Rehabilitation.** Any new construction, alteration, addition or rehabilitation to an existing Building or structure on a Lot that alters the original massing, exterior finishes, window placement, roof design and/or other significant design elements, other than with duplicates of the original materials, placement, configuration and colors. Such Improvements include, without limitation, new paint colors (except as provided in Section 5.3b), the installation of antennae, satellite dishes or receivers, solar panels or other devices.

c. **Major Site/Landscape Improvements.** Any major exterior Improvements on a Lot, including but not limited to, grading, swimming pools, fountains, driveways, fencing, walls, paving, drainage, outdoor ornamentation, removal or substantial pruning of trees or plants, or any other alteration to an existing landscape that do not constitute a Minor Improvement as defined in Section 5.2.

Section 5.2 Minor Improvements/Abbreviated Review. Minor Improvements, including but not limited to, modifications to flower beds and gardens, which are being completed independent of any other Improvements requiring full design review and approval under Section 5.1, are not subject to the Design Review Procedure outlined in Section 5.5 through Section 5.8 ("**Minor Improvements**"). Minor Improvements are subject to an abbreviated review process ("**Abbreviated Review Process**") attached hereto as **Exhibit F**. The Design Review Board may charge a fee for its review of a Minor Improvement. The Design Review Board shall be responsible for implementing the Abbreviated Review Process. Specific submission requirements and fees will vary based on the nature of the Improvement. Owners and/or their Contractors should contact the Design Review Board to (1) verify whether an Improvement qualifies for the Abbreviated Review Process, and (2) obtain a fee estimate and submission requirements prior to commencing work on a Minor Improvement. The Design Review Board shall have discretion to determine whether a particular project qualifies as a Minor Improvement or requires a full Application, such determination being final and binding, and not subject to review.

Section 5.3 Permitted Modifications without Design Review Board Approval. The following modifications and alterations on a Lot may be completed by an Owner without the prior approval of the Design Review Board.

a. **Interiors.** An Owner may remodel, repaint or redecorate the interior of the Buildings and structures on his or her Lot. However, modifications to the interior of porches, patios and similar portions of a Building or structure visible from outside of the Lot shall be subject to approval.

b. **Exterior Color.** All exterior colors must be approved by the Design Review Board.

c. **Rebuilding or Repair.** Rebuilding or repairs completed in accordance with the originally approved design plan do not require approval.

Section 5.4 Approved Contractors; Approved Architects and Design Professionals.

a. **Contractors.** No Owner shall self-contract the construction of any Improvements on any Lot. The Contractor selected by an Owner to construct Improvements on a Lot must be approved by the Design Review Board, in its sole discretion. Any approval by the Design Review Board of a Contractor is not meant as an endorsement of that Contractor's ability and shall not be the basis for any liability on the part of the Design Review Board.

b. **Architects and Design Professionals.** The architect or other design professional selected by an Owner to design any Improvements to be constructed on a Lot must be approved

by the Design Review Board, in its sole discretion. Approval by the Design Review Board of an architect or other design professional is not meant as an endorsement of that architect's or design professional's ability and shall not be the basis for asserting any liability on the part of the Design Review Board.

c. **Access to Approved Lists.** The list of approved Contractors and the list of approved architects and other design professionals shall be maintained by the Residential Association in the registered office of the Residential Association and those lists shall be available for review by Owners during regular business hours of the Residential Association.

d. **Approval Process.** Should an Owner desire to have a Building or other Improvements constructed on a Lot by a Contractor who is not approved by the Design Review Board, or to have a Building or other Improvements to a Lot designed by an architect or other design professional who is not approved by the Design Review Board, the Owner shall submit to the Design Review Board an Application for approval which shall include such information as may be requested by the Design Review Board. The requested information may include, without limitation thereto, the following: (a) name and address; (b) a listing of other Buildings or similar types of Improvements constructed or designed, as the case may be, by the proposed Contractor or design professional, together with photographs of such Buildings or similar types of Improvements; (c) a listing of references who may be called to discuss the quality, effectiveness, thoroughness and other aspects of services to be provided by the proposed Contractor or design professional; (d) evidence of insurance; (e) evidence of ability to obtain payment and performance bonds, or other evidence of net worth and liquidity; (f) other evidence of ability, as to a Contractor, to build a Building or other Improvements in a timely manner, in accordance with plans and specification; and (g) other evidence, as to a design professional, of ability to design and provide specifications for a Building or other Improvements which would be consistent with the requirements of this Declaration, the Guiding Principles and the Landscape Regulations.

Section 5.5 Review Procedure.

a. **Plan Review and Approval Procedure for Residential Lots.** Each Owner shall receive a Design Review Procedure Handbook containing the documentation for construction of Improvements applicable to the Owner's Lot. The review and approval procedure involves various timeframes and fees. Each Owner should review the procedure and be familiar with the appropriate procedure. The initial Design Review Procedure for Major Improvements on Lots is attached as **Exhibit E** hereto. The Declarant reserves the right to modify the Design Review Procedures at any time without filing an amendment to this Declaration by making the then-current procedure available to each potential Owner or Owner of a Lot before construction commences on the Lot.

b. **Basis for Decision.** Applications shall be approved or denied based upon compliance with the Design Review Procedures outlined in Subsection (a) above and the Guiding Principles. The Guiding Principles and the Landscape Regulations each provide many, but not all, factors to be considered by the Design Review Board in reviewing Applications. Each Owner agrees and acknowledges that the Guiding Principles (including the Landscape Regulations) are not a complete listing and that in reviewing Applications the Design Review

Board may consider such other factors as the Design Review Board may in its sole discretion deem appropriate. In addition to compliance with this Declaration, the Guiding Principles (including the Landscape Regulations), the additional factors to be considered by the Design Review Board in reviewing plans and specifications submitted to it shall be: (a) the quality of workmanship and material; (b) the architectural style or design; (c) the aesthetic appearance of the exterior of the Improvements; (d) conformity with good aesthetic design practices; (e) the quality and size of the proposed Improvements; (f) the good aesthetic use of materials, color and location in relation to surrounding structures and topography; (g) harmony of design with existing Buildings and other Improvements; (h) avoidance of duplication of or repetitive designs for Buildings and other Improvements, and (i) whether the design or design components are historically accurate. Strict compliance with the Design Review Procedure Handbook, the Guiding Principles and this Declaration does not guarantee approval of an Application. The Design Review Board may require changes to a plan to improve the aesthetic appearance even if the design meets the technical requirements of the Design Review Procedure Handbook, the Guiding Principles and this Declaration. If the Design Review Board rejects an otherwise compliant Application due to overall design quality, the Design Review Board may make suggestions for improving the design.

c. **Notification; Construction.** The Design Review Board shall notify the applicant of its decision within the time limits established pursuant to the procedures adopted under Subpart (a) or (b) of this Section 5.5. If approval is given or deemed to be given, construction of the Improvements may begin. All construction must comply with the plans and specifications approved by the Design Review Board. The Design Review Board may impose conditions for the placement of dumpsters, pods, materials or equipment, including vehicles used during construction. Both Declarant and the Design Review Board reserve the right to inspect the Work being performed on any Lot and to require changes, accept with conditions or accept any Work that it deems not to be in compliance with the approved plans and specifications.

d. **Required Construction Timeline.** If construction does not commence on any Work for which approval has been granted within twelve (12) months of final approval, the approval shall expire, and the Owner must re-submit its plans for reconsideration in accordance with the Design Review Procedure then in effect prior to commencing Work. All Work shall be completed within eighteen (18) months of the date the building permit for the Dwelling was issued or such other period as may be specified in the notice of approval ("**Residential Completion Period**"), unless completion is delayed due to causes beyond the reasonable control of the Owner, such as an event of force majeure, hurricane, act of God, fire, explosion, extraordinary flood or similar occurrence (but not including reasonably foreseeable weather conditions). If all such Work is not Substantially Complete within the Residential Completion Period, Owner shall pay to the Residential Association the sum of Two Hundred and 00/100 Dollars (\$200.00) per day for each day until the Work is Substantially Complete.

e. **Design Changes.** If the Owner desires to make construction, landscaping or other changes to the intended Improvements that differ from the approved Application, the Owner must first submit a design change application (a "**Design Change Application**") to the Design Review Board. The Owner must provide the Design Review Board with any supporting documentation required by the Design Review Board along with such Application, including revised versions of the Application.

Section 5.6 Enforcement. Any structure or Improvement placed or made in violation of this Article shall be deemed to be nonconforming. If any construction is begun or completed which has not been approved or which deviates from the approved plans, upon written request from the Design Review Board, an Owner shall, at its own cost and expense, remove such nonconforming structure or Improvement and restore the land to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Design Review Board and its agents shall have the right to enter the property, remove the nonconforming structure or Improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, attorney's fees, may be assessed as a lien against the Lot. Any Contractor, sub-contractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the approved design plan may be excluded by the Design Review Board from any future Work or entry onto the Declarant's Property, subject to any applicable notice and hearing procedures required by law. In such event, neither the Design Review Board, the Declarant, or the officers, directors, members, employees and agents of any of them shall be held liable to any Person for exercising the rights granted by this paragraph. In addition to any other remedies available to the Design Review Board, in the event of noncompliance with this Article, the Design Review Board may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Design Review Board, Declarant, or an Association may bring an action for specific performance, declaratory judgment, injunction, and any and all remedies available at law and equity to enforce the provisions of this Article and shall be entitled to recover its actual attorney's fees in bringing such action.

Section 5.7 Variances.

a. The Design Review Board or the Declarant shall have the right and power to grant variances from compliance with any provision of this Declaration or any provision in the Guiding Principles or in the Landscape Regulations, including without limitation, payment of fees, the approval of different Building typologies than, or variances from, the Building typologies identified in the Guiding Principles, as well as requirements regarding height and use, placement/parking and encroachments, with respect to any Lot. Any building restrictions, including without limitation those addressing the face direction, location, Setbacks or materials for Buildings or other Improvements, may be modified when, in the sole and absolute discretion of the Design Review Board, circumstances such as topography, natural obstructions, hardship, or aesthetic, economic or environmental considerations, warrant a variance. All variances must be evidenced in writing from the Design Review Board in order to have legal effect.

b. If a variance is granted, no violation of this Declaration, the Guiding Principles or the Landscape Regulations, shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration for any purposes except as to the particular instance covered by the variance, and in no case shall the granting of a variance in one instance obligate the Design Review Board to grant a variance in another instance.

Section 5.8 Limitations and Release of Liability.

a. The purpose of the review of plans and specifications by the Design Review

Board is to protect and enhance the aesthetic and monetary values of Materra and each Owner's Lot and to maximize compliance with the Declaration, the Guiding Principles and the Landscape Regulations, for the benefit of all Owners. In performing its functions, the Design Review Board does not warrant, guarantee, recommend, approve, certify or endorse any particular architectural, engineering or structural design, or any plan, specification, material, construction method or practice, as to its safety, freedom of defects, durability, fitness or suitability for intended use, strength or other characteristics.

b. Neither the approval by the Design Review Board of any plans or specifications for any Work nor any review, inspection or observation of such Work shall in any manner constitute a warranty, representation or the undertaking of any duty or obligation on the part of the Design Review Board, any Association Board or Association, Declarant, or their respective members, agents, employees, partners, and representatives, to any Person, that any method, practice, design, material or structure, contained, shown or specified in any plans or specifications approved by the Design Review Board, or reviewed, inspected or observed by the Design Review Board or its members, (a) is safe or proper or sound or free from defects or vices or is invested with any quality or characteristic whatsoever, (b) complies with the requirements of this Declaration, the Guiding Principles or the Landscape Regulations, (c) complies with the requirements of any contract, agreement or instrument, or (d) does not create an encroachment on a Utility Servitude for which permission must be obtained from those utilities using the Utility Servitude.

c. Neither the approval by the Design Review Board of any plans or specifications for any Work, nor any review, inspection or observation of such Work shall in any manner suggest compliance with any applicable governmental regulations or local building codes. Applicants are responsible for making sure that the design of Improvements conforms to governmental regulations and all local building codes. The Design Review Board is not responsible for compliance with governmental requirements.

d. Each Person who submits plans and specifications to the Design Review Board for particular Work, each Owner who performs or contracts for the performance of such Work on any Lot pursuant to such plans and specifications, and each architect, engineer, Contractor, subcontractor, supplier, materialman or other Person who participates or engages in any Work on any Lot pursuant to such plans and specifications, hereby fully releases and discharges the Design Review Board, and its members, the Association Boards and their members, the Associations, Declarants, and their partners, their employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, costs and fees arising out of any act, or fault by any Person, or any defect, vice, hazard or failure, in any material, Lot or Improvement, relating in any way to such Work.

e. The Design Review Board shall have the power and authority to reject any plans or specifications for any Work that in the sole opinion of the Design Review Board does not meet the requirements of this Declaration, the Guiding Principles, and/or the Landscape Regulations, and any Owner whose plans or specifications have been so rejected does hereby fully release and discharge the Design Review Board and its members, the Association Boards and their members, the Associations, Declarants, and their officers, directors, employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, costs

and fees arising out of such rejection of plans or specifications, the opinion of the Design Review Board being final and binding and not subject to any claim or challenge whatsoever. Should any Owner nevertheless make any claim or challenge to the rejection by the Design Review Board of any plans or specifications, such Owner agrees to pay the actual attorneys' fees, costs and expenses incurred by the Design Review Board in defending or responding to such claim or challenge.

f. **Use of Materials or Components.** The use of any material or components as indicated within the Guiding Principles or this Declaration shall be solely at the risk of the Owner and shall import no liability to the Associations, Declarants, the Design Review Board, or their assigns. The materials listed in the Guiding Principles or in this Declaration are not intended to constitute or otherwise create any representations, guarantees, or warranties to any party in relation to the structural integrity or adequacy when used for any component of Improvements to be built within Materra. It shall be the responsibility of the Owner, or other proposer, when considering usage of any material on any project within Materra to have an independent review and evaluation of the adequacy of any component or element contained herein to assure their acceptability for the intended end uses.

g. **Modification of Guiding Principles, Landscape Regulations, or Design Review Procedure.**

(1) The Design Review Board may, subject to any applicable zoning, revise any part of the Guiding Principles, the Landscape Regulations and/or the Design Review Procedure Handbook, and supplement the Guiding Principles, the Landscape Regulations and/or the Design Review Procedure, from time to time for any of the following reasons:

(a) To make changes which the Design Review Board believes will better accomplish the objectives set forth in this Declaration.

(b) To adjust for market conditions to improve the value of all or some of the Lots;

(c) To recognize changing land use conditions over time, both from within and outside Materra; or

(d) To establish the plan for the development of additional immovable property annexed to, and included and incorporated within, Materra pursuant to a Supplemental Declaration, which plan shall be implemented through the regulation of land use, architecture, environment and landscaping with said additional immovable property.

(2) The Guiding Principles, the Landscape Regulations and the Design Review Procedure, together with all changes to same adopted by the Design Review Board, shall be available for review in the registered office of the Residential Association during normal business hours. Any Owner wishing to have a copy of the Guiding Principles, the Landscape Regulations and/or the Design Review Procedure, together with all changes to same adopted by the Design Review Board, shall pay the cost of reproducing same to the Residential Association which shall be calculated on the basis of \$.50 per page; provided, however, there shall be no charge for the first copy of each document with respect to each Lot. Owners may also request

electronic copies of the Guiding Principles, the Landscape Regulations and the Design Review Procedure from the Residential Association which shall be delivered to the requesting Owner via electronic mail. During the Class B Control Period, no change may be made to the Guiding Principles or to the Landscape Regulations without the express written consent of Declarant. On request of the Design Review Board, the Residential Association Board shall, without the consent of the Residential Association Members, file any amendments to this Declaration at any time which add to, change or otherwise modify the Guiding Principles and/or the Landscape Regulations. Modifications and changes to the Guiding Principles, the Landscape Regulations and/or the Design Review Procedure Handbook shall not affect or bear on the construction of Buildings within Materra to the extent such Buildings have been constructed prior to the adoption of such modification or other amendment; but such modifications and changes shall be effective with respect to any alterations or other additions to Buildings constructed after the date of such amendments or modifications. Declarant and the Residential Association, whenever filing Supplemental Declarations pursuant to Section 1.2, may and are expected to file supplements to the Guiding Principles and/or the Landscape Regulations which will contain specific requirements for the property added to Materra pursuant to any such Supplemental Declaration, including without limitation thereto, in the filing party's sole discretion, additional designations of Lot Types, additional Allowed Architectural Typologies authorized for each new Lot Type within the new phase, architectural characteristics and historical details for each such additional Allowed Architectural Typology, and such further requirements and restrictions with respect to construction on Lots as are contained in the Guiding Principles and/or the Landscape Regulations as filed originally with this Declaration.

ARTICLE 6

GENERAL BUILDING RESTRICTIONS AND DESIGN CODE

This Article sets forth specific building restrictions and other covenants relating to the construction of Improvements on each Lot; it is expressly noted that other provisions of this Declaration and the Guiding Principles also address such requirements. Each Lot has distinguishing characteristics and certain features that set it apart from other Lots. Height restrictions, use restrictions, Allowed Architectural Typology, placement requirements, parking requirements, Setback requirements, and requirements concerning porches, Fences and/or Garden Walls, are all set forth in the following provisions.

Section 6.1 Generally. Notwithstanding any inferences to the contrary anywhere in this Declaration, no Improvement of any nature may be constructed on a Lot without complying with the requirements of this Declaration and the Guiding Principles. This ARTICLE 6 sets forth specific building restrictions and other covenants relating to the construction of Improvements on each Lot; it is expressly noted that other provisions of this Declaration and the Guiding Principles also address such requirements. Each Lot within Materra is designated with an assigned Lot Type in the Guiding Principles. Each Lot Type has distinguishing characteristics and certain features that set it apart from other Lot Types. All Buildings and Improvements constructed on each Lot shall be designed and constructed in accordance with the requirements applicable to the Lot Type designation assigned to that particular Lot in the Guiding Principles, in addition to such other requirements as are provided in this Declaration. Height restrictions, use restrictions, Allowed Architectural Typology, placement requirements,

parking requirements, Setback requirements, and requirements concerning porches, Fences and/or Garden Walls, are all set forth for each Lot Type on the corresponding page of the Urban Regulations within the Guiding Principles that applies to that particular Lot Type. For the purposes of this ARTICLE 6 the term “Association” shall mean Residential Association.

Section 6.2 Permitted Uses.

a. **Lots.** Residential Lots may not be used for any purpose other than residential. The Guiding Principles may permit the building of two (2) or more Dwellings on a Lot. Other uses, such as certain home occupations incidental to residential use which, in the sole discretion of the Design Review Board, do not generate significant traffic may be permitted by the Design Review Board.

b. **Special Use Parcels.** The Guiding Principles may describe special restrictive covenants and building restrictions for Special Use Parcels, which shall include residential use.

c. **Renting.** Dwellings, including Outbuildings and Garage apartments designed for residential use, may be rented for permanent residence purposes, subject to the Rules and Regulations. No lease of a Dwelling shall be for a term less than six (6) months. In any event, no Dwelling shall be rented to any more than one (1) Single Family Unit. Without limiting the foregoing, any bed and breakfast and/or short-term online marketplace and hospitality service or transient rental enterprise, such as “Airbnb” is strictly prohibited.

d. **Occupancy.** In the absence of written approval of the Association Board, all Occupants of a Dwelling must comprise a Single-Family Unit.

e. **Home Office.** If allowed by the applicable zoning and land use ordinances and regulations of the Governmental Authorities with jurisdiction over the Lots, each Residential Lot may have one (1) Home Office, provided that each of the following conditions is met: (a) no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed on the Lot or on any Building located on the Lot which in any way advertises or provides notice or reference to the business conducted in the Home Office; and (b) which business is not otherwise prohibited by the Rules and Regulations.

Section 6.3 Mandatory Construction Start Date. Each Owner must commence construction of the primary Building on his/her Lot no later than one (1) year from the date of the recording of the sale, transfer or other conveyance instrument from Declarant to Owner in the public records of East Baton Rouge Parish, Louisiana. Declarant reserves the right, in Declarant’s sole discretion, upon ten (10) Days prior written notice to an Owner, to demand that Owner re-convey any Lot upon which construction of a primary Building has not commenced to Declarant for the original purchase price of such Lot.

Section 6.4 Allowed Architectural Typologies. The Dwelling constructed on each Lot shall be designed in accordance with one (1) of the Allowed Architectural Typologies for that particular Lot. Allowed Architectural Typologies for Residential Lots in the Neighborhood Center shall be Live/Work, or commercial typologies. The Allowed Architectural Typologies for Residential Lots in the Mixed Residential shall be Live/Work, Mansion Condo, Neighborhood Townhouse, Village Cottage, Neighborhood Cottage, Neighborhood House or

Manor House typologies. The Allowed Architectural Typologies for Residential Lots in the Neighborhood Edge areas shall be Neighborhood Cottage, Neighborhood House, or Manor House typologies. There is also a “Special” zone in Materra where the Allowed Architectural Typology is Second-Age Modernist. These Allowed Architectural Typologies are also indicated on the Urban Regulations in the Guiding Principles provided for each Lot Type under the heading “Building Types”.

Section 6.5 Design Guidelines for Architectural Typologies. The Guiding Principles contains some of the design requirements and/or restrictions for each of the various Allowed Architectural Typologies for the various typologies and Neighborhoods. Owners shall adhere to the designated Allowed Architectural Typology within the Guiding Principles for the design and construction of Dwellings. With respect to the historical architectural characteristics and the historical details applicable to each of the Allowed Architectural Typologies reflected in the Guiding Principles, it is noted that those are intended to typify each such Allowed Architectural Typology, but it is acknowledged there are many other characteristics and details of each Allowed Architectural Typology and those other characteristics and details may also be used. It is the function of the Design Review Board, through the review process described in ARTICLE 5, to verify that the plans for the design of Dwellings proposed for construction on a Residential Lot are consistent with the characteristics and details of the Allowed Architectural Typology chosen by the Owner presenting plans to review.

a. **Allowed Architectural Styles.** In order to maintain the cohesiveness and general aesthetics of the Neighborhoods within Materra, the Guiding Principles contain approved architectural styles for use within a Neighborhood (“**Allowed Architectural Styles**”).

(1) **Components.** Allowed Architectural Styles in Materra are an assemblage of four components specific to each style (i) materials (specific brick, stucco, siding, etc.) (ii) configuration and technique, (iii) Building elements (columns, porches, rails, etc.) and (iv) fenestration specifics for doors, windows and other opening types. These components serve as the basis for any review of submittals by the Design Review Board. The Allowed Architectural Styles are outlined in the Guiding Principles.

(2) **Amendments.** The Association reserves the right to amend the list of Allowed Architectural Styles in its sole discretion. It is the responsibility of the Owner to design his or her Dwelling consistent with the Allowed Architectural Styles.

(3) **Approvals.** The Design Review Board shall review the architectural style utilized in a design, and strict compliance with the characteristics of an Allowed Architectural Style does not guarantee approval of a design. The Design Review Board may require changes to a plan to improve the aesthetic appearance even if the design meets the technical requirements of the Allowed Architectural Style. The Design Review Board may consider such other factors as the Design Review Board may, in its sole discretion, deem appropriate in the approval of an architectural style, including the design characteristics of other nearby Dwellings in the Neighborhood. If the Design Review Board rejects an otherwise compliant Application due to overall design quality, the Design Review Board may make suggestions for improving the design.

b. **Construction Materials.** In the absence of a variance from the Design Review Board, no exterior building or construction material will be allowed to be utilized in the construction of any Improvement except for those materials set forth and described below:

(1) **Cement Plaster (Stucco).** Cement plaster (stucco) shall mean Portland cement plaster consisting of three coat work over metal lath. A factory-prepared integrally colored synthetic finish coat shall be considered acceptable for use; however, adherence to the color approved by the Design Review Board by painting, if required, shall remain. Southern Building Code approved hard coat synthetic plaster is approved, however, the use of exterior polystyrene sheet board is not allowed.

(2) **Exterior Architectural Woodwork.** Exterior architectural woodwork shall include custom or approved premium grades of woodwork, including, without limitation, exterior standing and running trim, exterior ornamental work, pediment heads, pilasters, cupolas, railings, columns, exterior frames and jambs, and exterior shutters. Species of wood for exterior woodwork shall include Honduras mahogany, clear all heart redwood, all heart western red cedar, clear all heart red cypress, or treated southern pine as suitable for retaining painted finish coating, high density polymer molded products, James Hardy cement board, "Clear-Lam" engineered products or other products approved by the Design Review Board as equal to the preceding specifically named products. All woodwork must be able to be sealed with paint or stain.

(3) **Exterior Siding.** Exterior siding must be exterior siding consisting of 1" x 4", 1" x 6" or 1" x 8" wood or James Hardy smooth face cement board, or other products approved by the Design Review Board as equal to the preceding specifically named products installed in a pattern appropriate for the architectural style.

(4) **Fences and Garden Walls.** Wooden Fences shall be surfaced on four sides (S4S) with wood in the styles and configurations as indicated in the historic details portion of the Guiding Principles. Alternate designs are encouraged but must be approved in advance by the Design Review Board. All Fences shall be maintained so as not to detract from the general appearance of Materra. Garden Walls shall be constructed of wood, cement plaster (stucco) or approved unit masonry (brick). Areas requiring mandatory Garden Walls require use of cement plaster (stucco), or approved unit masonry (brick). Where Garden Walls are not indicated or are not indicated as mandatory and construction is optional, Owners shall have the option of constructing such Garden Walls utilizing approved unit masonry (brick), wood, or cement plaster (stucco). Garden Walls constructed of brick shall utilize only brick approved by the Design Review Board and shall be constructed in accordance with the requirements set forth in the historical details portion of the Guiding Principles. Garden Walls constructed of cement plaster (stucco) shall be painted using an approved white color or such other color as may be approved by the Design Review Board. Garden Walls constructed of cement plaster (stucco) shall have the cement plaster (stucco) applied to both sides of the Garden Wall. All Garden Walls shall be six (6) to eight (8) feet in height above ground level and shall be constructed in accordance with the requirements of this Declaration and the Guiding Principles. Any Garden Walls permitted or required by the Guiding Principles or this Declaration, shall be constructed on the property line dividing two (2) Lots, except in the case of any Lot that is not bounded by another Lot, in which case the Owner of such Lot shall construct the Garden Wall within the

confines of the boundary of such Lot. Any Fence or Garden Wall, the design and construction of which has been approved in accordance with the Residential Design Review Procedure shall be kept neat and attractive and in good repair. On any Lot having a portion of any perimeter wall constructed by Declarant upon the Lot, the Owner of such Lot will be responsible for maintaining that portion of the wall which is upon the Lot in good condition and repair. This provision shall not require that the Guiding Principles or the Design Review Board approve any Fences or that they approve ornamental or picket fences. No chain link fences shall be permitted. In addition to the forgoing, all Fences and Garden Walls shall be constructed in accordance with the requirements set forth on **Exhibit H** hereto.

(5) **Flashing and Sheet Metal Accessories.** Flashing and sheet metal accessories shall be limited to those used in construction of Buildings and include, but are not limited to, roof drainage systems, exposed trim, copings and metal flashings. Metals suitable for use for these applications shall include anodized aluminum, galvanized steels, copper and stainless steel. Roof vents shall be copper or galvanized metal. "Paint-Grip" galvanized metal is approved.

(6) **Roofing.** Roofing material must be one of the following: Raised seam gray metal, slate, asphalt shingle (min-330# per square) approved by the Design Review Board, synthetic slate approved by the Design Review Board, or V-crimp galvanized metal.

(7) **Unit Masonry or Brick.** Molded clay brick masonry units or wire cut brick shall be chosen from the pre-approved palettes for all Buildings or a palette approved by the Design Review Board. Lime mortar is recommended for all applications. Wire-cut clay-brick masonry may be approved by the Design Review Board. Concrete masonry units (and Architectural Concrete Masonry Units "ACMUs") are only acceptable for plaster-finish exterior applications. Exposed concrete masonry units (or ACMUs) are not permitted. Natural stone may be allowed for specific architectural typologies but must be approved by the Design Review Board.

(8) **Windows.** Windows shall be one of the following: Window units shall be one of the following: (a) wood window units that are primed wood window units for field painting; (b) metal-clad or fiberglass-clad wood window units of a quality comparable to the highest quality offered by window manufacturers Marvin or MGM Industries; or (c) fiberglass window units, provided, however, that such windows are not visible from the street. Regardless of the type of window unit proposed, all window units must be approved by the Design Review Board. Insulated glazing shall be allowed for use; however, tint and reflectivity shall be limited to a maximum of 14%.

(9) **Ancillary Structures.** Gazebos, pigeonniers, pergolas and other detached structures should relate architecturally to the design of the residence in both form and material.

(10) **Colors / Finishes.** All colors and finishes to be used on the exterior of a Dwelling or other Improvement visible from beyond the boundaries of a Lot must be approved by the Design Review Board.

(11) **Doors.** All entry doors and their finishes must be approved by the Design Review Board. No screen doors visible from a Street shall be permitted.

(12) **Exterior Lighting.** The number of exterior light fixtures shall be limited. All lighting should be architecturally integrated with attached structures. Mercury and/or Sodium vapor lights are prohibited. Landscape lighting and path lighting shall be minimal and used primarily for safety reasons. Security lighting including motion activated flood lights shall at a minimum be located beneath eave overhangs, and shall be used for emergency purposes only, provided, however, that all Alley Lots are required to have motion activated flood lights pointing toward the Alley. No colored light bulbs shall be permitted. No lighting shall be installed which is aimed at surrounding properties, or which will intrude on surrounding property. Exterior lights shall be mounted on Building surfaces up to a maximum height of twelve feet (12'). All exterior light sources shall be shielded from view by adjoining properties. All Alley Lots are required to have flood lighting.

(13) **Removal of Trees.** In reviewing Building plans, the Design Review Board shall consider the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the Design Review Board, which approval may be given when such removal is necessary for the construction of a Dwelling or other Improvement.

(14) **Sidewalk Installation and Maintenance.** Declarant is responsible for installing the initial sidewalks within Materra. Sidewalks shall run continuously through all driveways with front-loaded Garages, giving pedestrians priority to these engagements. Owner is responsible for maintaining that portion of the sidewalk on his or her Lot in compliance with any legal requirements of any Governmental Authority and the requirements and standards set forth by the Design Review Board and the Guiding Principles. If the portion of the sidewalk on an Owner's Lot is damaged during construction, it shall be the Owner's responsibility to replace the sidewalk. Installation of the replacement sidewalk on a Lot shall be completed no later than thirty (30) Days following issuance of a certificate of occupancy for the Dwelling on the Lot.

(15) **Solar Collecting Panels or Devices.** The Declarant recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power. At the same time, the Declarant desires to promote and preserve the attractive appearance of Materra and the Improvements thereon, thereby protecting the value generally of Materra and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans by the Design Review Board, solar collecting panels and devices may be placed, constructed or maintained upon any Lot within Materra so long as such solar collecting panels and devices are placed, constructed and maintained in such location(s) and with such means of screening or concealment as the Design Review Board may reasonably deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed from any Street or from any other property (whether within or outside Materra). Notwithstanding any other provision of this Declaration to the contrary, the Declarant (during the Class B Control Period) or the Association (after the expiration or termination of the Class B Control Period) shall have the right, without the consent

or approval of any Owner or other Person, to amend this Section (which amendment may, without limitation, impose additional or different restrictions on solar collecting panels and devices) as the Declarant or the Association (as applicable) deems appropriate after the Effective Date.

(16) **Yard Ornaments.** Artificial flamingos, deer, spinners, gazing balls, pirogues and such other tableau are prohibited in front yards; provided, however, 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 twenty-four (24) Days thereafter without prior approval, subject to the right of Declarant (or the Design Review Board, if delegated authority by Declarant) to require removal of any such decorations which it deems to (a) be excessive in number, size or brightness, relative to other Lots in the area; (b) draws excessive attention or traffic; or (c) unreasonably interferes with the use and enjoyment of neighboring properties.

c. **Driveways.** Driveways shall be designed to reflect the overall quality of the architecture of the Dwelling. In order to allow sufficient space for pedestrian crossings and other infrastructure at the front of a Dwelling, only single entry drives no greater than 14' in width shall be constructed to a depth terminating at the front façade of the Building nearest to the front property line. Circular drives with two (2) Street entrances will not be permitted.

d. **Garages; Carports and Out Buildings.** At the time of any construction of a Dwelling on a Lot, the Owner shall also construct a Garage which matches the architectural design of the Dwelling constructed on that Lot. A Garage must be totally enclosed when all doors (both for vehicles and pedestrians) are closed; all openings, other than windows, must have doors that close easily. With the prior approval of the Design Review Board, in its sole discretion, Owner may construct a Carport instead of a Garage. No Garage or Carport may have an opening (other than a window) which is taller than 10 feet above the finished grade of the floor of the said Garage or Carport. Carports shall be no more than one story in height. Except as may be expressly allowed by the Guiding Principles (e.g., as to a Lot which is not bordered by an Alley) or as otherwise expressly allowed by the Design Review Board, the doors through which vehicles enter a Garage may not face a Street with the exception of Dwellings built on Edge Lots. Garage doors shall be kept closed except when automobiles are entering or leaving the Garage.

e. **House Numbering.** All Dwellings shall be identified with a house number plaque which shall be affixed to the front façade of the Dwelling in a location approved by the Design Review Board. The design and model of the plaque shall be selected by Declarant and shall be purchased by Owner. Declarant reserves the right to change the design and/or model of the plaque from time to time upon reasonable notice to Owners. No other house numbering or identification shall be permitted on a Lot or Dwelling.

f. **Mailboxes.** The Association Board has selected or will select a specific mailbox for use within Materra. Each Owner shall utilize the mailbox approved by the Association Board as the receptacle for receiving mail at each Residential Lot; no mailbox, other than the mailbox approved by the Association Board, may be used on any Residential Lot. The mailbox used on each Residential Lot shall be placed in that location which is designated by the Association

Board. At the election of Declarant, all or a portion of the Lots may be designated and notified that they shall receive their mail at a central location selected by Declarant in coordination with the United States Post Office, and when so designated, such Lots shall not be permitted to have any separate mailbox located on the Lot.

g. **Setbacks.**

(1) **Front Setbacks – Dwelling.** The principal façade of each Dwelling constructed on a Residential Lot must be located within the range of feet from the front property line of said Lot as is set forth as the front Setback of the Dwelling in the Guiding Principles and in the Urban Regulations which relate to the Lot Type for that particular Lot.

(2) **Side-Yard Setbacks – Dwelling.** The principal façade of the sides of each Dwelling constructed on a Residential Lot (i.e., the boundaries not facing the Street on which the Lot fronts and not facing the rear of said Lot) may be located no closer to the side property lines than as stated in the Guiding Principles and in the Urban Regulations relating to the Lot Type for that particular Lot.

(3) **Rear Setbacks – Dwelling.** The rear façade of the sides of any Dwelling constructed on a Residential Lot must be located within the range of feet from the rear property line of said Lot as set forth as the rear Setback of the Dwelling in the Guiding Principles and the Urban Regulations relating to the Lot Type for that particular Lot.

(4) **Front Setbacks – Garages.** Where a front Setback is specified in the Guiding Principles for a Garage, then the front façade (meaning the façade that is closest to the front property line) of any Garage or Carport must be located no closer to the front property line than that number of feet that is set forth as the front Setback in the Garage Setback column in the Guiding Principles.

(5) **Side-Yard Setbacks – Garages.** The façade of the sides of any Garage or Carport (i.e., the boundaries not facing the Street on which the Lot fronts and not facing the rear of said Lot) may be located no closer to the side property lines than that number of feet that is set forth as the side Setback of the Garage in the Guiding Principles.

(6) **Rear Setbacks – Garages.** If the rear Setback for Garages and Carports is set at a specific number, then the Garage's or Carport's façade which is nearest the rear property line of a Lot must be located no more and no less than that number of feet from the rear property line of said Lot that is set forth as the rear Setback of the Garage in the Guiding Principles. If the rear Setback for Garages and Carports is set at a range, then the Garage's or Carport's façade nearest the rear property line of a Lot must be located no less than that number of feet from the rear property line of said Lot that is designated as the lower number in the range of the rear Setback of the Garage in the Guiding Principles, and no more than that number of feet from the rear property line of said Lot that is designated as the higher number in the range of the rear Setback of the Garage in the Guiding Principles.

h. **Encroachments.** With the permission of the Design Review Board, balconies, eaves, soffits, stoops, stairs, and façade of Buildings are permitted to overhang a Utility Servitude or a Street Right of Way, and in the case of any zero (0) lot line Lot, the adjoining Lot,

by twenty-four (24) inches, provided that any such encroachment must be no less than ten (10) feet above the finished ground elevation in the area of the encroachment, and further provided that any required consent has been obtained from any Governmental Authority or utility company, whether public or private.

i. **Solar Panels.**

(1) All solar panel power systems and related equipment (“**Solar Projects**”) must be approved in writing by the Design Review Board with the input of the solar expert appointed by the Association Board (“**Solar Expert**”), prior to commencing any construction activities on the exterior of the residence.

(2) Solar panel installations can be roof-mounted or surface (ground or walls of the residence) mounted. There is a strong preference for solar panels to be installed either (a) on existing roof space in the back or rear of the Dwelling so that they are not visible from the front of the Dwelling or (b) mounted to ground or walls in the rear of the Dwelling not visible from the front of the Dwelling.

(3) Proposals to install solar panels on the ground surfaces or walls of the Dwelling visible from the front of the Dwelling are discouraged. Any such proposals for a non-conforming use will be evaluated on a case-by-case basis and must include justification showing that it is not possible to achieve sufficient energy capture (defined as up to 100% of historic electric usage averaged over at least one year) with existing roof space or rear grounds or rear wall surfaces.

(4) Solar panels shall be placed and arranged such that reflected solar radiation or glare shall not be directed onto adjacent buildings, properties or roadways.

(5) The Association requires that roof-mounted panel designs be intended to conform to existing roofline geometry. Panels shall be mounted parallel to the roof with a distance above the existing roof surfaces are to be minimized, as practically possible, and in no case more than four inches (4”) above the roof. Solar panels shall be low profile and must match the color of the roof as closely as possible. Any exposed electrical conduit must be colored (e.g., powder coated) to be color-matched to the roof or other background (wall, fascia). Panels cannot be located on more than two roof surfaces or on different roof planes. Panels must be configured such that the array is either a square or rectangle with only four straight sides with 90-degree angles at each corner. Solar arrays must not have any panels missing with the geometric shape. The geometric shape must be filled entirely with solar panels with no holes.

(6) The Owner, and not a third party, must own the system to be installed. The system can only be for the personal use and benefit of the installing Owner and not for use or benefit of other Owners. The Owner not sell any power generated from a Solar Project to any third-party.

(7) Solar Project applications for approval must include the following items:

(a) an application with detailed drawings/specifications (e.g., size, location/layout, photos/renderings, panel manufacturer and equipment model numbers) be provided to the Design Review Board for approval prior to installation;

(b) size of system in kW or BTU, including total kW size, inverter(s) size and battery backup system size, if specified;

(c) information on whether the system will meet the minimum wind load requirements according to the local building code;

(d) name of proposed contractor, Louisiana contractor's license information, including whether contractor has solar, electrical, mechanical and roofing designations and whether contractor has NABCEP certification for solar and/or GAF certification for roofing;

(e) the contractor's bid for the complete installation of the Solar Project together with a copy of the proposed construction contract so that the Association can verify cost of the Solar Project to enable the Design Review Board and the Solar Expert to evaluate other alternatives based on cost;

(f) provide preferred and alternate solar panel visual roof plan (location of all panels);

(g) anticipated solar power system efficiency;

(h) verification of a minimum of 10-year roof life beyond date of application; and

(i) all system or product literature provided by the photovoltaic panel manufacturer or the proposed system to be installed

(8) No work on a Solar Project may commence without the written approval of the Design Review Board.

(9) To the greatest extent possible, all inverter hardware, or other system infrastructure shall be located inside the garage. If location inside the garage is not possible, such items shall be screened from view.

(10) All solar panel systems shall be installed and maintained in compliance with all laws and building permit requirements. Only licensed contractors approved by the Association shall be allowed to install solar panel systems, and the Association shall have the right to inspect and oversee all installations for compliance with all laws, permits, rules and regulations. Solar panels shall be installed according to manufacturer specifications and all applicable safety standards for the protection of persons and property.

(11) The Owner will be required, at his or her sole expense, to maintain, repair, insure, replace or remove the solar panel system. All systems shall be maintained so as not to fall into disrepair or become a safety hazard. The Owner shall at all times, at the Owner's

sole expense, maintain, repair, insure, use, replace and remove the solar energy system in accordance with all relevant provisions of this policy and the Declaration. The Association may require the Owner to remove the solar energy system where the Owner has failed to maintain the solar energy system in accordance with this policy and the Declaration, or the solar energy system creates a health or safety hazard. The Owner shall be responsible, at the Owner's sole expense, for the removal of the solar energy system (and, if permitted by the Association, for its replacement) and, if the solar energy system is to be removed permanently, for restoring the resident's property (and roof, if roof mounted) to its condition prior to the installation of the solar energy system.

Section 6.6 Miscellaneous Prohibitions and Rules. Except for the activities of Declarant in connection with development and the activities of the grantees in connection with the construction, installation, repair, alteration and maintenance of the Utility Servitudes established by this Declaration, the following restrictions shall apply to all immovable property and Lots within Materra:

a. **Air-Conditioning.** No window air conditioning units may be installed in any Improvements.

b. **Animals.** Except for a veterinary office, pet store or pet grooming and boarding facility located on a Commercial Lot(s), the maintenance, keeping, boarding and/or raising of animals (including without limitation thereto all dogs, cats, livestock, birds, poultry, snakes and reptiles) of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Improvement constructed on a Lot, except as permitted in Section 6.6 cc.

c. **Antennas.** No exterior radio, television, satellite or communications antenna, aerial or dish shall be erected or maintained within Materra without the prior, written approval of the Design Review Board; variances should only be granted where it is believed that the antenna, aerial or dish will not be visible from a Street or another Lot. No amateur or "ham" radio transmitters shall be operated within Materra without the prior, written approval of the Design Review Board.

d. **Attractiveness and Safety of Lots.** Through the Guiding Principles and the Rules and Regulations, the Design Review Board may regulate placement and maintenance of garbage and trash containers, and other matters affecting the attractiveness or safety of Lots.

e. **Automobiles.**

(1) **Parking.** Automobiles may be parked only in the Garage or driveway of a Lot that is not a portion of a Street or Alley right of way, in unassigned parking areas as originally created by Declarant or in other parts of Materra, which may be specifically designated in writing by the Association Board. All parking within Materra shall be in accordance with the Rules and Regulations or Materra Council which may allow parking along Streets for special functions such as small parties. There is no parking in Streets or Alleys except in designated areas.

(2) **Good Repair.** Only automobiles bearing current license and registration tags, as required by state law from time to time, may be parked in Materra.

(3) **Visibility at Street Intersections.** No automobile shall be parked so as to create a temporary obstruction to visibility at a Street intersection.

(4) **Attractiveness and Safety of Lots.** Both the Guiding Principles, the Landscape Regulations and the Association through its adoption of the Rules and Regulations, may regulate placement and maintenance of garbage and trash containers, and other matters affecting the attractiveness or safety of Lots.

f. **Play Equipment.** No basketball goal, backboard or similar structure or device, and no swing sets or other play structures (individually and collectively, “**Play Equipment**”), shall be placed or constructed on any Lot without the prior written approval of the Design Review Board (including, without limitation, approval as to appearance and location in the back of the Dwelling). In no event shall Play Equipment be visible from the front of a Dwelling or a Street. Swing sets and other similar play structures shall in all cases have no less than a five-foot (5') setback from the boundary line of a contiguous Lot. Basketball goals or backboards, if permitted, shall not be mounted directly to the residence, but shall be located on the inside of the driveway or Alley in an area close to the residence. Backboards, if permitted, shall be clear glass. Driveways and Alleys shall remain as provided during the original construction for access to Garages and Carports only. Driveways or Alleys shall not be expanded to accommodate sports or Play Equipment.

g. **Burning or Storage of Trash.** No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot; provided, however, that the storage of building materials, equipment and scrap materials and waste generated in connection with Work shall be permitted on a Lot during periods of Work on the Lot if stored neatly.

h. **Clotheslines Prohibited.** Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any Lot, nor shall any clothing, rug or other items be hung from any railing, fence, hedge or wall.

i. **Compliance with Law.** No use shall be made of, nor any actions taken on, any Lot which is any violation of any law, ordinance or regulation applicable to the geographical area within which the Lot is located.

j. **Construction Requirements.** No Improvements shall be constructed, nor any landscaping or other Work performed on any Lot except in compliance with this Declaration, the Guiding Principles and the Landscape Regulations, except for matters as to which a written variance has been granted by the Design Review Board.

k. **Division of Lots.** No Lot shall be divided or subdivided and no portion of any Lot other than the entire Lot shall be transferred or conveyed for any purpose except by Declarant, or with the prior, express, written approval of the Design Review Board. This shall not be construed to prohibit the granting of any servitude and/or Right of Way to any Governmental Authority, public utility, or to the Associations or Declarant.

l. **Firearms.** Discharge of firearms shall not be permitted within Materra; provided, the Association Board shall have no obligation to act to prevent or stop such discharge.

m. **Flags.** Flags of any kind placed on a Lot so as to be visible from outside the Dwelling on the Lot shall not be permitted, except that one country flag not exceeding 48" X 72" in size and one decorative flag not exceeding 36" X 60" in size may be hung from flagpoles not exceeding 72" in length or 2" in diameter, which are mounted within brackets on the exterior façade of the residence at a location approved by the Design Review Board.

n. **Garages.** Any Garage that is to be constructed on a Lot shall be completed contemporaneously with the completion of any Dwelling or other Buildings and/or Improvements to be constructed on the Lot except with the prior consent of the Design Review Board to a different scheduling.

o. **Gardens.** A non-commercial garden for use by a single household may be located on a Lot if it is not visible from any Street or any neighboring Lot. Garden compost may be kept in quantities required by one household only, provided it is not visible from any Street and the Lot is kept free from obnoxious odors and insects.

p. **Generators.**

(1) Generators reasonably necessary for the operation during power outages of a single family residence shall be permitted; provided, however, that any such generators shall be screened and not be visible from any Street or another Dwelling in a location approved in writing by the Design Review Board.

(2) Generators shall only be exercised during workdays between 1:30 and 4:00 p.m.

q. **Half-way Houses.** To the extent enforceable under applicable law, no Dwelling or other Improvement on any Residential Lot shall at any time be used as a Half-Way House under supervision of a Supervising Agency. If such use is required by any Governmental Authority, the other provisions of this Declaration, including restrictions on occupancy, shall still apply.

r. **Incinerators.** No incinerator shall be kept or maintained on any Lot.

s. **Ingress and Egress.** Except as allowed by the Guiding Principles or as otherwise approved by the Design Review Board, vehicular ingress to and vehicular egress from Residential Lots other than Alley-Loaded Lots shall be from and to the front of the Lot (i.e., that side which a Dwelling thereon must face as hereafter set forth) and no vehicular access shall be allowed from the sides or rear of any Lot. Vehicular ingress and vehicular egress to and from each Alley-Loaded Lot shall only be from the Alley located at the rear of the Lot. With respect to each Alley-Loaded Lot, there shall be no driveway or parking area constructed or used on that part of any such Lot between the front wall of the Dwelling and the front property line where the Lot fronts on a Street. A Corner Lot shall have two frontages and points of access.

t. **Insurance.** Nothing shall be done or kept on any Lot or the Commons which will increase the rate of, or resulting cancellation of, insurance for Materra or any other Lot, or the contents thereof, without the prior written consent of the Association. This prohibition shall not prohibit the usual and customary activities associated with residential use of a single-family Dwelling.

u. **Interferences with Servitudes and Drainage.** No Improvements other than driveways, sidewalks, walkways, mailboxes, fences, walls, retaining walls, and gas and water meters, and no other obstruction shall be placed or permitted to remain upon any Lot which may damage or interfere with any Utility Servitude or servitude for passage or drain, or obstruct any drainage ditch or channel. Notwithstanding any inference herein to the contrary, driveways, sidewalks, walkways, mailboxes, fences, walls, retaining walls, and gas and water meters may only be constructed and/or installed on a Lot in accordance with the requirements of the Guiding Principles and this Declaration.

v. **Landscaping.** Landscaping is required on any Lot on which Improvements have been constructed except that no grass, trees, shrubs, hedges or other plants shall be planted or allowed to grow on any Lot except in compliance with the Landscape Regulations and in compliance with the requirements of this Declaration. Each Owner shall keep neat and maintain in good condition and repair both his or her Lot as well as that portion of any Street Right of Way servitude (i.e., that portion of the Right of Way between the edge of the Street curb and the Owner's boundary line(s) that is immediately adjacent to (whether in front of or alongside) the Owner's Lot). The opinion of the Design Review Board as to the acceptability of such conditions shall be final; the Design Review Board may delegate, in its sole discretion, its authority under this provision. The maintenance obligations imposed pursuant to subsection (w) below shall also be applicable to the landscaping on a Lot. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, or any Improvement(s) thereon, unless approved by the Design Review Board. If required by Declarant or the Design Review Board, a continuous, contiguous area along the rear boundary of Alley-Loaded Lots shall be edged at the row with a Garage, garden wall of Japanese yew or an approved hard construction typology. Such plants shall be three (3) feet on center, a minimum of five (5) feet tall at installation and maintained at seven (7) feet high. The minimum area in question shall begin at the edge of the paving constructed within the Alley.

w. **Maintenance.** No Lot (whether or not any Buildings have been constructed on the Lot), and no Buildings or other Improvements or landscaping which are located upon a Lot, shall be permitted to fall into disrepair and each such Lot, and all such Buildings and other Improvements, and all lawns and other landscaped areas, shall be kept neat and maintained in good condition and repair consistent with any requirements set forth in either the Guiding Principles, the Landscape Regulations or in the Rules and Regulations. The Residential Association shall have the authority to set standards for the upkeep and maintenance of all Buildings, Improvements and landscaping on any Residential Lot as applicable and, after notice to the Owner that such standards have not been met on a particular Lot, may levy fines for any violation thereof. If an Owner fails to correct any violation for which it has received notice within the time period stated therein, the Association may perform such maintenance as it deems necessary and assess the Owner for the costs thereof, the failure to pay such costs by the Owner giving rise to a right of the Association to file a lien on the Lot.

x. **Mineral and Mining Activity.** No Lot shall be used for the purpose of boring, mining, quarrying, exploring for, producing or removing oil or other hydrocarbons, minerals, gravel or earth except in the case of soil borings in connection with soil analysis for foundation design; provided, however, that offsite exploration for or production of oil, gas or other minerals lying beneath the surface of a Lot through directional or horizontal drilling methods or otherwise shall be allowed if such directional or horizontal drilling does not penetrate or otherwise disturb any portion of the earth within 500 feet of the surface of any Lot. Nothing herein shall prohibit grading, soil remediation, or mitigation activities required to make a Lot suitable for development otherwise in accordance with this Declaration.

y. **Movable Structures and Outbuildings.** No structure of any type, Dwelling or otherwise, shall be moved on to any Lot in Materra except as may be expressly approved by the Design Review Board. No structure of a temporary character and no trailer, tent, shack, barn, pen, stable, coop, cage, storage building or shed shall be erected, used or maintained on any Lot at any time without the express, prior, written approval of the Design Review Board, provided, however, the foregoing restriction shall not prohibit the use and maintenance of those temporary structures necessary during the performance of any Work thereon. No such structures, trailers or the like shall be utilized for residence purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of the Work. During art festivals, craft fairs, block parties and other special events, the Association Board or Materra Council may approve the use of tents, trailers and other temporary buildings on the Commons or elsewhere within Materra.

z. **Noise.** No exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying devices other than security devices used exclusively for security purposes shall be located, used or placed on any Residential Lot in such manner that the sound emitted there from may be heard on any other Lot. No noise shall be permitted to exist or operate upon any Lot that may be a nuisance to any other Owner or Tenant.

aa. **Noxious, Hazardous or Offensive Activity.** No noxious odors shall issue or emanate from any Lot. No noxious, hazardous or offensive trade or activity shall be carried on or upon any Lot or within any Building or Improvement situated within Materra, nor shall anything be done therein or thereon which may be or become unsafe or hazardous or an annoyance or nuisance to other Owners or Tenants of Materra.

bb. **Nuisance.** No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any Lot or Commons. All laws, building codes, orders rules, regulations or requirements of any Governmental Authority shall be complied with.

cc. **Pets.** Pets may be kept by an Owner on his Lot but only if such pets do not cause a disturbance or annoyance within Materra. Each Owner shall be strictly responsible for immediately collecting and properly disposing of wastes and litter of his pets. All pets shall be leashed or detained by fences or invisible fences. It is expressly declared that the Rules and Regulations relative to pets may regulate the number, breed, and size of pets, prohibit the keeping of animals other than customary household pets, designate specific areas within the Commons where pets may be walked, prohibit pets on other areas, and restrict the rights of Tenants to keep pets. The Association Board shall have the right to order any Association

Member, any Owner or any other resident, guest, or Tenant of Materra whose pet is considered, in the sole discretion of the Association Board, to be dangerous or a nuisance or which creates disturbances or annoyances to the reasonable displeasure of other Owners, to remove such pet from Materra.

dd. **Pipes, Cables and Lines.** Except for hoses and the like which are reasonably necessary in connection with normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed, placed or maintained above the surface of any Lot except where approved by the Design Review Board as reasonably necessary for connection to a Dwelling or Building or for access for repair or maintenance. The Rules and Regulations may prescribe rules relative to hoses that are authorized for normal landscape maintenance.

ee. **Sewerage Disposal Systems.** No individual sewage disposal systems will be permitted. All Dwellings constructed in Materra shall be connected to approved sanitary sewage facilities.

ff. **Signs.**

(1) **General Rule.** There shall be no signs, political signs, posters, billboards, flags, banners, or similar items displayed on a Lot or any Improvement located on a Lot where such item is visible to the public, including, but not limited to, on or in doors, windows, or vehicles, except:

(a) one professional sticker provided by an alarm or security company indicating that the Dwelling is protected may be placed on a door or in a window at the front of the Dwelling, and one such sticker may be placed on a door or in a window at the rear of the Dwelling, as long as each sticker is no larger than 6 inches by 6 inches; and

(b) Owners may display one (1) flag of the United States of America, not exceeding 4 feet x 6 feet in size, as long as the flag is displayed in accordance with federal law regarding the proper display of the flag of the United States of America.

Owners are prohibited from placing signs, political signs, posters, billboards, flags, banners, or similar items within the Commons.

(2) **Advertising.** No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed upon any Residential Lot (including placement on a Dwelling, other Building, in the yard or in any window) or upon the Commons unless specifically permitted by the Guiding Principles or specifically authorized by the Design Review Board. If permitted, such signs shall be in the form required by the Design Review Board. Notwithstanding any language to the contrary herein, Declarant shall, however, be permitted to post and display advertising signs (including "For Sale" signs) within Materra so long as Declarant has any property for sale in the normal course of business.

(3) **Builder's Sign.** Declarant (or the Design Review Board, if delegated such authority by Declarant) shall designate an approved sign ("**Builder's Sign**") to be

sold or leased by all Home Builders constructing Dwellings on any Lot. Only Home Builders and no other Contractors shall be allowed to place Builder's Signs within Materra. Declarant or the Design Review Board shall provide the Home Builder with the approved vendor of the Builder's Sign. The Builder's Sign shall contain the Home Builder's name, the Lot number and real estate agent information if applicable. The Builder's Sign shall be placed in a location approved by the Design Review Board and shall be the only sign with such information permitted on a Lot during construction of any Dwelling. The Builder's Sign must be removed upon (a) completion of the home if for an Owner or (b) the sale of the home if to a third-party purchaser, as applicable.

(4) **Permits.** Building permits and proofs of inspection required for the completion of any Improvement shall be located on a sign placed at the rear of the Lot in a location approved by the Design Review Board ("**Permit Sign**"). Permit Signs shall be limited to permits and inspections that are required by the City/Parish to be posted on the Lot during construction. Signs or advertisements for vendors and subcontractors shall not be placed on the Permit Sign unless required by the City/Parish.

(5) **For Sale Signs.** "For Sale" signs used by Owners selling a lived-in Dwelling that is not new construction shall be on a frame substantially similar to the Builder's Sign described in Section 6.6ff(3). Declarant or the Design Review Board shall provide the Owner with the vendor for the approved "For Sale" sign frame and Declarant may, but is under no obligation to, stock "For Sale" sign frames for rent to Owners. The "For Sale" sign shall contain the Lot number or address and real estate agent information. The "For Sale" sign shall be placed in a location approved by the Design Review Board and shall be the only sign with such information permitted on a Lot during the marketing period of the Dwelling.

gg. **Soliciting.** No soliciting will be allowed at any time within Materra.

hh. **Time Sharing.** No time-share ownership of Residential Lots is permitted without Declarant's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Lot under which the exclusive right of use, possession or occupancy of the Lot circulates among the various Owners on a periodically reoccurring basis over a scheduled period of time. Leasing a Building or ownership of a Lot by a corporation, partnership or other entity, or by not more than four individuals or married couples, will not normally be considered time-share ownership.

ii. **Trash and Garbage Containers.** On Alley-Loaded Lots, trash and garbage containers shall be kept in that area along the rear of the Lots which are designated as utility niches on the Final Residential Plat of Materra or such other recorded plat showing such Residential Lot. On Alley-Loaded Lots, and except where allowed by the Guiding Principles and/or the Rules and Regulations, all garbage (including recyclables) may only be picked up or collected by garbage collection vehicles from the Alleys contiguous with the rear of each such Lot. The area around any such garbage pick-up point on an Alley-Loaded Lot must be enclosed with screening, as required by the Guiding Principles and/or the Design Review Board, so that garbage cans are not visible from any Common Road or Alley. On all Lots which are not Alley-Loaded Lots, the Owners or Occupants of those Lots shall not place trash or garbage containers in public view except on trash collection days and then on those days the garbage containers

shall be removed from the public view no later than 7:00 p.m. on the day the garbage has been picked up by the Person charged with the collection efforts. Garbage, trash and other refuse shall be placed in covered containers provided by the local governing authority responsible for the collection of garbage, trash and other refuse, and if none, such other container as approved by the Design Review Board. Recyclable products or materials may be placed for collection in containers expressly designed or legally required for such collection. Owners shall further use and store trash and garbage containers in compliance with any applicable Rules and Regulations. Notwithstanding the provisions of local law, in order to maintain the appearance of Materra, Owners or Occupants of Lots shall not place "bulky waste", including, but not limited to, old furniture, mattresses, lumber, appliances and white goods in Streets or Alleys for collection. Such items should be disposed of by the Owners or Occupants of Lots at locally approved disposal sites. The Design Review Board shall have the authority to designate particular areas on each Lot, Street, or Alley where garbage containers for each Lot are required to be placed for collection.

jj. **Use of the Lake and Lake Front Lots.**

(1) **Boat Usage.** No motorized boats shall be used on the Lakes within Materra. The Association Board is entitled to limit the type of boats used on the Lakes for the safety of other residents and guests in Materra. No boats or other floating devices, whether or not otherwise permitted to be used on the Lakes, shall be allowed to rest for any extended length of time in the water (i.e., boats shall not be allowed to "park" on Lakes).

(2) **Bulkheads.** Owners of Lots adjoining Lakes shall not construct any bulkhead structure, pier, dock, deck or other structure abutting, over or encroaching into the Lakes.

(3) **Lake Usage.** There shall be no swimming in the Lakes, however, fishing (for recreational and not commercial purposes) is encouraged and permitted. The Residential Association may establish Rules and Regulations restricting entry to the Lakes to certain locations, limiting the number of fish that may be taken from the Lakes, and limiting usage to Owners and their immediate families and Tenants, and such other regulations as may be established by the Residential Association. Owners of Lots abutting a Lake are responsible for keeping the edge of the Lake abutting their individual Lots clean from debris and weeds.

kk. **Vehicles and Other Equipment.** None of the following may be kept or stored within a Residential Lot in Materra: (a) junk or abandoned vehicles, (b) commercial vehicles other than company automobiles provided for personal use, (c) trailers, (d) tractor-trailers, (e) campers, (f) motor homes and recreational vehicles, (g) camp trucks, (h) house trailers, (i) boats, (j) boat trailers, or (k) other machinery or equipment of any kind or character (except for such equipment as may be reasonable, customary and usual in connection with the use and maintenance of any Dwelling or other Improvements located upon the Lot). No repair, maintenance or restoration of automobiles or other authorized vehicles (except for bona-fide emergencies) may be carried out on any Residential Lot or at any location within Materra unless and except to the extent such repair, maintenance or restoration can be accomplished inside an enclosed Garage with all doors to the said Garage closed. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept on a Lot within an

enclosed Garage. Nothing in this Section 6.6 shall act to prohibit or restrict the use or storage of electric golf carts or other electric-powered vehicles to the extent permitted by and operated in accordance with all applicable law; provided that such vehicles are stored and parked in accordance with this Declaration.

II. **Window Coverings.** Unless Declarant (or the Design Review Board, if Declarant hereafter elects to delegate such approval responsibility to such Board) otherwise agrees, the only acceptable window coverings that may be affixed to the interior of any window visible from any Street, Alley or other portion of the property are drapes, blinds, shades, shutters or curtains. The side of such window coverings that is visible from the exterior of any Improvements must be off-white in color only, except that any window coverings consisting of wooden blinds or shutters may be a natural wood color; provided, however, that in each case, such colors shall be approved by the Design Review Board. In no event shall an Owner or builder affix a window screen to the exterior of any window which faces a Street frontage. No window tinting or reflective coating may be affixed to any window that is visible from any Street, Alley or other portion of the property, without the prior approval of Declarant (or the Design Review Board, if Declarant hereafter elects to delegate such approval responsibility). No mirrored coatings will be permitted.

Section 6.7 Enforcement of All Restrictions Related to Lots.

a. **Violations of Restrictions.** When an Owner is deemed to be in violation of the provisions of these restrictions, the Association and/or Declarant, or any agents thereof shall give notice of the violation to the Owner as provided for herein. The defaulting Owner shall then have fifteen (15) Days from the receipt of notice to correct such violation. In the event the defaulting Owner does not cure such violation within the fifteen (15) day period, the Association and/or Declarant, or any agents thereof shall have the option of imposing and the right to collect a fine, the amount of which may be determined by the Association by act of resolution. If the violation continues and is not cured, after thirty (30) Days, the Association and/or Declarant, or any agents thereof shall have the option of imposing and the right to collect an additional fine of two (2) times the amount of the first fine. If the violation continues and is not cured, after forty-five (45) Days, the Association and/or Declarant, or any agents thereof shall have the option of and the right to pursue any legal remedies available to them, including the option of imposing and the right to collect an additional fine of four (4) times the amount of the first fine. Fines may be prorated to the date of correction. A monthly invoice may be submitted to the defaulting Owner using the methods for notice detailed herein. Failure to cure the violation and pay any ensuing Assessment will result in the Association and/or Declarant, or any agents thereof pursuing all remedies available to them. The Association may also restrict the Owner's use of the Commons for up to sixty (60) Days or until remedied, whichever is longer. The primary goal, however, of the Association is not to punish but to conciliate and resolve problems. The Association may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against an Owner's Lot as an Individual Lot Assessment.

b. **Additional Remedies.** All remedies listed in this Section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants and Rules and Regulations, as described in Section 8.11.

Section 6.8 Residential Units on Mixed Use Lots. Owners of units designated for residential use in Buildings on Mixed Use Lots (such as apartments, Condominiums or lofts) shall comply, and shall demand that any Tenant or Occupant of such unit, comply with all restrictions contained in this Article 6. Owners of residential units on Mixed Use Lots shall be members of the Residential Association. Nothing herein shall prohibit the Owners of residential units of Mixed Use Lots from organizing other associations to impose additional restrictions on their Lots or units; provided however, that in the case of a conflict between such restrictions and those contained herein or in the Rules and Regulations of the Residential Association, either this Declaration or the Rules and Regulations of the Residential Association shall govern.

ARTICLE 7 CONSTRUCTION COVENANTS & RESTRICTIONS

To ensure the construction of any Improvement within Materra occurs in a safe, timely manner and supports the vision of the Guiding Principles without damaging the natural landscape or disrupting residents, these regulations will be enforced during the period of construction on any Lot.

Section 7.1 Regulatory Compliance. The Owner and its Contractor(s) shall comply with all applicable laws, rules, regulations or other requirements of any applicable Governmental Authority during any period of construction of an Improvement on such Owner's Lot. The Owner and its Contractor(s) accept all responsibility for compliance with all applicable laws, rules, regulations and other requirements of any applicable Governmental Authority, including compliance by any sub-contractors.

Section 7.2 Construction Site Rules and Regulations. The following Rules and Regulations govern the operation and maintenance of a residential construction site within Materra during the period of construction of an Improvement on a Lot (the "**Construction Site Rules and Regulations**"). Contractors and Owners shall be required to abide by all Construction Site Rules and Regulations during construction of Improvements on any Residential Lot within Materra. Any breach of these Construction Site Rules and Regulations shall result in the imposition of a fine and/or fee on the Owner and Contractor.

a. **Jobsite Best Practices.** Any Contractor working in Materra must be fully licensed, bonded and insured as required by the East Baton Rouge Parish Building Department. Contractors must also be approved by the Design Review Board prior to beginning of Work in accordance with Section 5.4.

b. **Verbal Approvals.** Approvals must be in writing. Verbal approvals of any kind will not be considered binding if an issue arises during the construction process.

c. **Debris Removal.** Construction debris and waste is not permitted to accumulate on any Lot or Commons for a period exceeding five (5) Days. Any spillage must be remedied immediately. Cost of the cleanup of any construction-related spillage will be charged to Owner as an Individual Lot Assessment.

d. **Construction Materials/Stockpiling.** Construction materials are not permitted to accumulate on any Lot for a period exceeding thirty (30) Days from initial delivery. No stockpiling, access, parking or dumping on adjacent Lots or Commons shall be permitted.

e. **Garages.** Any Garage that is to be constructed on a Lot shall be completed contemporaneously with the completion of any Dwelling and/or Improvements to be constructed on the Lot, except with the prior consent of the Design Review Board to a different scheduling.

f. **Silt Fencing/Erosion Control.** Silt fencing and mats must be utilized during all phases of construction to protect the curbs, Streets, storm drains and other sensitive, Declarant-owned infrastructure from the accumulation of loose silt. The fencing must be erect and maintained in good condition until the construction is complete and the Improvements are approved for occupancy. Fencing materials should be of the fiberglass-reinforced type with heavy-duty wooden posts. It should be installed by burying the bottom of the fabric at least 6 inches to prevent silting under it. Silt fencing must be placed around the down slope perimeter of areas to be graded, while providing adequate space for construction activity. Soil may not be placed against the fence and accumulated silt must be cleared out regularly. Modification and/or repair of the fencing must be performed as soon as need is evident. Contractors are responsible for pre- and post-storm inspections.

g. **Drainage.** Lot Owners are responsible for providing proper storm water drainage in the approved directions indicated by the drainage plan for Materra on file with the East Baton Rouge Department of Public Works. During construction, Contractors must ensure that storm water does not pool on the Lot or run off onto an adjacent Lot or Commons. Storm water that accumulates during construction must be directed according to the aforementioned drainage plan. Additionally, mud from construction vehicles or Lot wash out must be removed from the Street frontage daily.

h. **Trash Receptacles.** Trash receptacles must be provided by the Contractor and all paper goods, lightweight materials and general construction waste must be deposited into the receptacle daily. The Contractor must also ensure that the contents of the trash receptacle are secured. The Declarant reserves the right to immediately remedy any egregious trash accumulation at the Contractor's expense.

i. **Burning.** No burning is permitted on the jobsite at any time.

j. **Sanitary Facilities.** Each jobsite must provide a temporary restroom facility. The temporary restroom must sit on the Lot property to the rear of the sidewalk with the door facing away from the Street. It also must be cleaned and maintained on a regular basis to avoid unsanitary conditions.

k. **Jobsite Conduct.** The conduct of Contractors, sub-contractors and their respective employees at the construction site shall be governed by the Construction Standards & Code of Conduct for Materra attached hereto as **Exhibit G**.

l. **Access.** All construction vehicles and equipment must use the designed construction entrance from Perkins Road.

m. **Hours of Operation.** The regular construction hours in Materra are defined in the “Construction Standards & Code of Conduct for Materra” attached hereto as **Exhibit G**.

n. **Utilities.** Only utilities provided on the immediate jobsite shall be used. No utility connections from adjacent Lots or Commons are permitted at any time.

o. **Sidewalk Protection.** Dirt layering should be used where heavy trucks will gain access to the Lot to prevent cracking of the sidewalks. All cracked or broken sidewalks must be repaired and approved by the Declarant, at Contractor’s expense, prior to occupancy. Repairs will be made using a straight saw cut with typical expansion joints. Fencing around sidewalks may be required by the Design Review Board, in its sole discretion.

p. **Concrete Washout.** Washout by concrete trucks shall only be done on the Lot under construction in a properly constructed wash-out box and removed during the first construction cleanup period following completion of the rough framing and again immediately following the flatwork installation.

q. **Hazardous Waste.** Contractors shall provide a contact person and telephone number for a company experienced in emergency response for vacuuming and containing spills for oil or other petroleum products. In the event of a spill, the Contractor shall immediately attempt to stop the flow of contaminants. The responsible Contractor shall commit all necessary manpower, equipment and materials to the containment and rapid remediation of spills. A reportable spill is defined as a spill of one or more gallons and a significant spill is defined as more than ten (10) gallons. After any reportable spill is contained, the Contractor shall notify the appropriate local, state and federal agencies. The Contractor is to maintain a list of product names and a Materials Safety Data Sheet (“MSDS”) for all hazardous materials used or located on site. In the event of a leak, spill or release, the Contractor is to provide the MSDS to emergency personnel for health and safety concerns. Disposal of paint residue is not permitted on site and especially on or near protected trees.

Section 7.3 Construction Compliance Deposit. For all Major Improvements, prior to commencing any construction activity on a Lot, a compliance deposit in the amount of \$5,000.00 must be submitted to the Design Review Board as security for the project’s full and faithful performance in accordance with its approved final plans and all applicable laws, rules, regulations and other requirements of any applicable Governmental Authority, as well as the Construction Site Rules and Regulations (“**Construction Compliance Deposit**”). The Construction Compliance Deposit shall be placed in an escrow account for the benefit of the Association. Upon completion of construction, the Construction Compliance Deposit will be returned to the Contractor less (i) applicable inspection fees as set forth in the Guiding Principles, and (ii) any fees and fines levied due to violations of the Construction Site Rules and Regulations (“**Construction Site Infraction**”). It is recommended that the Owner and the Contractor share the burden of the Construction Compliance Deposit to ensure both parties are accountable.

Section 7.4 Construction Site Infractions. In the event of a Construction Site Infraction, written notification of a Construction Site Infraction, with relevant photo documentation and a statement of the associated fees and fines, will be submitted by the Design

Review Board to the Contractor and the Owner ("**Infraction Notice**"). Contractors and Owners committing Construction Site Infractions shall be subject to the fees and fines. The amount of such fees and fines shall be set by the Association, depending on the level and scope of non-compliance. Contractors and Owners will not be required to remit any payment for such Construction Site Infractions at the time of the documented infraction. Rather, the associated fee will be deducted from the Construction Compliance Deposit before the balance of the Construction Compliance Deposit is returned to the Contractor/Owner upon completion of construction. Contractors and Owners wishing to challenge an Infraction Notice must submit written notice of its election to challenge such allegation within five (5) business days of the date of the Infraction Notice, identifying the Infraction Notice being challenged and setting forth in detail the basis of its challenge. Failure of a Contractor/Owner to timely challenge an Infraction Notice in accordance with this Section 7.4 shall constitute an admission on the part of the Contractor/Owner to such Construction Site Infraction and agreement to pay the fines and fees set forth in such Infraction Notice. In addition to any fees and fines set forth in the Infraction Notice, Contractors/Owners electing to challenge an Infraction Notice will be required to pay the Declarant's, Association's and/or Design Review Board's legal fees incurred in defending the Contractor's/Owner's challenge unless Contractor's/Owner's challenge is successful.

Section 7.5 Use of Alleys and Sidewalks During Construction. Notwithstanding anything to the contrary herein, any and all construction-related activities and/or traffic on, to, from or for the benefit of any Alley-Loaded Lot shall only be from the front or Street side of the Lot, including but not limited to the delivery of materials and equipment. Any violation shall result in the Owner of the Lot as to which the violation occurred being held personally responsible for any and all damages caused by the said violation, including but not limited to the cost of repairing any damages caused thereby to the Alley or sidewalks. Nothing herein shall prevent Declarant or the Design Review Board from requiring the Owner of a Lot or Lots from constructing an Alley, sidewalk, or related Improvement in conjunction with such Owner's development of its Lot(s).

Section 7.6 Garden Walls and Fences. The cost for constructing any Garden Wall or Fence shall be borne as follows:

a. **Voluntary Garden Walls and Fences.** If an Owner of a Residential Lot is permitted, but not required, to construct a Garden Wall or Fence, and such Owner elects to construct a Garden Wall or Fence, then the Owner who elects to so construct a Garden Wall or Fence shall bear the full cost of such construction, unless the Lot is adjacent to another Lot and the adjacent Lot Owner agrees to bear a portion of the cost of construction. The adjacent Lot Owner shall not have any obligation, however, to agree to pay for any portion of the cost of the construction of the Garden Wall or Fence. Regardless of who pays the cost of construction of a Garden Wall or Fence, the cost of maintenance of the Garden Wall or Fence shall be divided equally between the Owners of the Lots between which the Garden Wall or Fence is constructed. The cost of maintaining any Garden Wall or Fence constructed within the confines of the boundary of a Lot that is not bounded by another Lot shall be borne in full by the Owner of the Lot upon which the Garden Wall or Fence is constructed. Each Owner, by executing a cash sale, deed or other instrument pursuant to which such Owner acquired title to a Residential Lot, acknowledges and agrees to the obligations set forth herein with respect to the cost of construction of any Garden Wall or Fence and the maintenance of same. Notwithstanding the

foregoing, Declarant shall not be required to share in the cost of maintaining any Garden Wall or Fence; all such costs are to be paid by the Owner of any Lot who has purchased the Lot from Declarant.

b. **Mandatory Garden Walls and Fences.** If a Garden Wall or Fence is required to be constructed on the boundary of a Residential Lot that is not bounded by another Lot along that boundary, then the Owner shall bear the full cost of construction of the Garden Wall or Fence, as well as the maintenance of same. If the Guiding Principles requires that a Garden Wall or Fence be constructed along the boundary between two (2) adjacent Lots, then the first of the Owners of the Lots to construct a Dwelling, Building or other Improvements on his/her Lot shall be required to construct the Garden Wall or Fence, at his/her cost and expense; the adjacent Lot Owner shall, in such cases, be offered the opportunity to pay fifty (50%) percent of the actual cost of same. Notwithstanding the foregoing, the Owner so constructing a Garden Wall or Fence, or his/her successors or assigns in the event the Owner that constructed the Garden Wall or Fence no longer owns the Lot in question, shall be entitled to reimbursement from the then Owner of the adjacent Lot when plans for the construction of a Dwelling, Building or other Improvements on the adjacent Lot are presented for approval pursuant to Article 5, such amount of reimbursement owed to the Owner who constructed the Garden Wall or Fence shall be fixed at amount per linear foot for Garden Walls and Fences, respectively, by the Design Review Board taking into consideration market rate costs of materials and services which amount shall be subject to change from time to time, effective as of recordation of this Declaration, subject to escalation at a rate of one-quarter percent (.25%) per month hereafter, regardless of the actual cost of construction of the said Garden Wall or Fence. Regardless of how the cost of construction of a Garden Wall or Fence is determined or divided, the cost of maintenance of the Garden Wall or Fence shall be divided equally between the Owners of the Lots between which the Garden Wall or Fence is constructed. Each Owner, by executing a cash sale, deed or other instrument pursuant to which such Owner acquired title to a Residential Lot, acknowledges and agrees to the obligations set forth herein with respect to the cost of construction of any Garden Wall or Fence and the maintenance of same. The obligation to share costs of construction and maintenance of a Garden Wall or Fence apply only to that portion of a Garden Wall or Fence which is constructed as a common wall along a boundary between two (2) Lots. Notwithstanding the foregoing, Declarant shall not be required to share in the cost of maintaining any Garden Wall or Fence, all such costs to be paid by the Owner of any Lot who has purchased the Lot from Declarant.

Section 7.7 Right to Fine/Additional Fines. The Declarant, the Design Review Board and the Association each reserve the right to issue fines to the Contractor and/or Owner for the violation of any of the procedures set forth in this Article. All fines imposed will be responsive to the nature and consequences of the degree of violation.

ARTICLE 8 GOVERNANCE OF MATERRA

The Residential Association is responsible for maintaining the residential portion of Materra and enforcing the Residential Declaration. While Declarant will control the Association during the development stage, the Owners themselves will be responsible for the continuation of the community through their participation in the Association.

Section 8.1 Governance by Associations. Materra shall be governed by two Associations comprised of the Owners within Materra. The Owners of Commercial Lots shall be Members of the Commercial Association and the Owners of Residential Lots shall be Members of the Residential Association. Owners of Live/Work Lots shall be Members of the Commercial Association; however, if such Lot contains separately owned units, the Owners of each unit shall be a Member of the Association for Owners of the same use type as such Owner's unit. The use of the term "Declarant" in this Article shall refer to the Residential Declarant or the Commercial Declarant as applicable based on Association or Lot Type. For the sake of clarity, a reference to a Declarant and an Association related to a Commercial Lot means the Commercial Declarant and the Commercial Association.

Section 8.2 Joint Materra Council. Upon the approval of a majority of each the Residential Association Board and the Commercial Association Board, there shall be created a Materra Council, consisting of six members, with each Association Board appointing three representatives. The Materra Council shall meet quarterly or at such other times as the Council shall decide and shall act as an advisory committee for such issues as may involve the community as a whole. The Materra Council may be delegated responsibilities by an Association upon approval of a majority of the Associations Board, and acceptance by the Materra Council. Such responsibilities may include (by way of example only) the designation of Commons as Commercial Commons or Residential Commons and creating a plan for Capital Improvements.

Section 8.3 Membership. Each Owner, by virtue of acquiring title to a Lot, shall be granted membership in the Association for that Lot Type (residential or commercial). Every Owner shall be an Association Member. Membership shall be appurtenant to and may not be separated from title to any Lot.

Section 8.4 Notice of Status as Association Member. With the exception of those Owners who acquire title to a Lot from a Declarant, each Owner shall, upon acquiring title to a Lot, immediately (a) give written notice to its Association at its registered office that he/she/it has acquired ownership of a Lot, and (b) shall include with such notice a copy of the cash sale, deed or other instrument pursuant to which such Owner acquired title to a Lot. The Association Boards and the Associations shall be entitled to rely on its records for the purpose of determining the identity and address of Association Members, as of the date any notice is to be given, or any decision is to be made. There is no obligation on the part of an Association to check the records of the Clerk of Court at any time for the purpose of determining the identities of Owners. Although an Association may on occasion check the records of the Clerk of Court for the purpose of identifying Owners, such actions shall not be considered as creating any obligation on the part of an Association to check the records of the Clerk of Court at any time thereafter for the purpose of determining the identities of Owners. The records of the Associations, for the purpose of identifying Members entitled to notice of any meeting of such Association's Members, shall consist of (i) the cash sales, deeds or other instruments pursuant to which a Declarant initially transferred title to Lots, and (ii) those notices given to the Association pursuant to the requirements of the first sentence of this Section 8.4.

Section 8.5 Voting Rights. Each Association shall have two classes of Members; however, for so long as there is a Class B Member of an Association, only the Class B Member shall have voting rights in that Association.

Class A: Class A Members of an Association shall be all Owners of either Residential or Commercial Lots in Materra ("**Class A Member**"), with the exception of a Declarant for so long as a Declarant remains a Class B Member of an Association. Class A Members of the Residential Association shall be entitled to one vote for each Lot owned in Materra. Class A Members of the Commercial Association shall be entitled to one vote for each one thousand (1,000) square feet of rentable square feet of commercial area owned, or such other allotment of votes as set forth by the Commercial Association. When more than one Person holds an interest in any Lot, all such Persons shall be Members, but the vote for such Lot shall be exercised as they determine. Corporations, limited liability companies, partnerships and other entities shall notify the Association of the natural Person who shall be considered an Association Member for the purpose of exercising its vote; such entities shall provide such evidence of appointment and authority as the Association Board may require. In the event the Association agrees to assess two (2) Lots, or parts of Lots, as a single Lot, the Owner(s) of such Lots or portions of Lots, shall have only one (1) vote, with respect to such Lots or portions of Lots.

Class B: Residential Declarant shall be the sole Class B Member of the Residential Association and Commercial Declarant shall be the sole Class B Member of the Commercial Association (each a "**Class B Member**"). As the Class B Member, the Declarant shall have the sole voting rights of an Association. The Class B membership shall cease and be converted to Class A membership after the first to occur of the following ("**Class B Control Period**"):

- a. thirty (30) years after the date on which the last residential or commercial Lot (as applicable) within Materra that is owned by the Declarant or any of its affiliates is sold to a third-party purchaser; or
- b. the date as of which the Class B Member elects in writing to become a Class A Member.

Section 8.6 Duties. The Residential Association shall maintain the Commons, shall perform all other duties required by this Declaration, and shall enforce the terms of this Declaration. The Associations may acquire, hold and dispose of tangible and intangible personal property and immovable property. To the extent Commons are designated as Commercial Commons, the Commercial Association shall be obligated to maintain such areas.

Section 8.7 Additional Powers. To the extent permitted by any Governmental Authorities, the Associations may, but are not obligated to, provide the following services or engage in the following activities: (a) water, sewer, electrical, telephone, cable television or other utility services, including the supply of irrigation water, and garbage and trash collection and disposal; (b) providing laundry equipment or services; (c) insect and pest control; (d) the improvement of vegetation, fishing and wildlife conditions; (e) pollution and erosion controls; (f) emergency rescue, evacuation or safety equipment; (g) fire protection and prevention; (h) lighting of Common Roads; (i) security systems and security patrols within Materra; (j) transportation; (k) day care and child care services; (l) landscape maintenance for and within the Commons; (m) recreation, sports, craft and cultural programs, including access to fitness facilities within Materra (n) newsletters or other information services; (o) maintenance of yards on Lots (which includes without limitation thereto grass cutting and maintenance of shrubbery and flower beds), (p) maintenance of Utility Servitude areas, public rights-of-way and other

public or private properties located within reasonable proximity to Materra if its deterioration would affect the appearance of or access to Materra; and (q) any other service allowed, or not prohibited, by law to be provided by a community association organized as a not-for-profit corporation. To the extent that an Association provides any of the above services or engages in any of the preceding activities, the cost of same shall be billed to such Association's Members as Assessments and, in the discretion of such Association's Board, said costs may be included in either the General Assessment or in the Individual Lot Assessments.

Section 8.8 Contracts. Each Association may contract with a Declarant or any other party for (a) the performance of all or any portion of the management of the Association, (b) its maintenance and repair obligations, or (c) the purpose of providing any services which the Association is authorized to provide as set forth in this Article. The cost of such contract(s) shall be included within the General Assessment, Neighborhood Assessment, Special Assessment or Individual Lot Assessment as applicable and as determined by the Association's Board. Each Association may require that Owners contract with a third party for certain routine yard maintenance (which includes without limitation thereto grass cutting and maintenance of shrubbery and flower beds), in order to provide a uniform level of care within Materra. An Association may also act as an agent for any Owner who is an Association Member, but is not obligated to, contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Lot Assessment; for the purpose of exercising this agency, each Owner does grant an irrevocable power of attorney to the Association of which it is a Member, which is a power coupled with an interest, and the Association in that capacity may act on behalf of, and as such Owner's agent and attorney-in-fact to accomplish the authority intended as set forth in the first part of this sentence. The terms and conditions of all such contracts entered into pursuant to this Section 8.8 shall be at the discretion of each Association Board.

Section 8.9 Power to Engage Employees, Agents and Consultants. The Association Boards shall have the power to hire and discharge employees and agents and to retain and pay for legal, accounting and other services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of an Association under this Declaration or any applicable Supplemental Declarations.

Section 8.10 Power to Borrow Money and Mortgage Property. The Associations shall have the power to borrow money and, with the approval of Members representing at least a majority of the voting power of the Association, shall have the power to grant, convey, dedicate or transfer any Commons or Improvements thereon as security for such borrowing, subject to provisions elsewhere contained in this Declaration with respect to required approvals or consents to such action.

Section 8.11 Rules and Regulations. The Association Boards may from time to time adopt rules or amend previously adopted Rules and Regulations governing and regulating (a) the operation, use, maintenance, condition, attractiveness, and control of, as well as conduct on and within, the Lots over which the Association governs, the Commons designated for use by Owners of such Lots and any facilities or services made available to the Owners of such Lots, and (b) any other matters as to which this Declaration authorizes the adoption of Rules and Regulations by such Association Board. This right shall include without limitation the right to

approve rental agents, design professionals, contractors and sub-contractors who do business within Materra. The Rules and Regulations shall take effect immediately upon approval by an Association Board, or at a later date selected by an Association Board. A copy of the Rules and Regulations shall be kept in the registered office of the Association and available for review during its normal business hours on each Monday through Friday, except for holidays. Upon acquisition of a Lot, each Owner does, through that acquisition subject to this Declaration, agree and acknowledge that said Owner has received a copy of the Rules and Regulations applicable to such Lot as of that date. As additions, deletions or modifications are adopted with respect to the Rules and Regulations adopted pursuant to this Section 8.11, copies of such additions, deletions or modifications shall be mailed to each Association Member affected thereby at the last known address for said Association Member as shown in the records of the Association. Additional copies of the Rules and Regulations shall be provided to any Association Member upon payment by said Association Member for the cost of reproducing same which is hereby set at fifty cents (\$.50) per page. The Association shall have the nonexclusive right to enforce by any legal remedy, including a suit for damages, the Rules and Regulations against any Owner, Tenant or occupant, after giving of notice and an opportunity for a hearing before the Association Board, as more specifically described in such Rules and Regulations.

Section 8.12 Community Meetings.

a. **Class B Control Period.** Pursuant to Section 8.5, the Associations shall be governed by the Declarant as the sole Class B Member for the duration of the Class B Control Period. As the sole voting Member, the decision of the Declarant shall be final in all things concerning the governance of the Associations and no vote shall be required to ratify such decisions.

b. **After Class B Control Period.** After the termination of the Class B Control Period the Associations shall be governed by the Class A Members. Community Meetings after the Class B Control Period shall be governed as follows:

(1) **When Called.** A Community Meeting shall be called annually for the election of Directors, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Association Members. If requested by at least 10% of the Association Members, a Community Meeting may be called, and any rule or regulation adopted by the Association Board reporting to such Members may be repealed by majority vote of such Association Members.

(2) **Quorum.** Voting at a Community Meeting requires presence or proxy of Members representing the percentage of votes established by the Association Board as necessary to transact business. The Association Board may revise this percentage from time to time, but in no event shall the required percentage be less than twenty-five percent (25%) or more than fifty percent (50%), unless otherwise required by statute. Notwithstanding any inference herein to the contrary, until termination of the Class B Control Period, presence of the Class B Member at a Community Meeting shall constitute a quorum of the membership.

(3) **Required Vote.** If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting and entitled to vote on the subject matter

shall be the act of the Members, unless a greater or lesser vote is required by law or the Governing Documents. During the Class B Control Period, the Class B Member is the only Member entitled to vote, and the only Member whose vote is required for approval of a matter requiring Member approval.

(4) **Notice.** Notice of any meeting of Association Members must be given to the Association Members by personal delivery, electronic mail with read receipt requested or United States mail at least ten (10) days but not more than thirty (30) days before the meeting, except in an emergency when whatever notice is reasonable, in the sole discretion of the Association Board, shall be given. Notice shall be considered as having been duly and properly given, if given to those Persons entitled to notice based on the records of the Association, as described in Section 8.4, as of the date any notice is given of the meeting.

(5) **Proxy Voting.** At every meeting of the Members, including meetings of Members for the election of the Association Board, any Member having the right to vote shall be entitled to vote in person or by proxy.

(6) **Action without Meeting.** If permitted by an Association Board, the membership may approve any matter (specifically including the election of Directors) by written consent without a meeting, without prior notice and without a vote; provided, however, such consent shall be required to be given in writing and signed by the percentage of the Association Members as required by the Governing Documents and by Declarant as the Class B Member wherever approval by the Class B Member is required. Consents shall be in accordance with the Association Bylaws and any applicable statutes.

Section 8.13 Association Board. Each Association shall be governed by an Association Board which shall, on the Members' behalf, direct the day-to-day decisions regarding the maintenance of Mattered and the enforcement of the Governing Documents.

a. **Initial Composition.**

(1) **Residential Association Board.** The Residential Association Board shall initially consist of at least three (3) Persons each of whom shall be appointed by the Residential Declarant.

(2) **Commercial Association Board.** The Commercial Association Board shall initially consist of at least three (3) Persons each of whom shall be appointed by the Commercial Declarant. When at least fifty (50) Commercial Lots have been conveyed to Owners other than Commercial Declarant and while Commercial Declarant is a Class B Member of the Commercial Association, the Class A membership of the Commercial Association shall be entitled to vote and elect one (1) member of the Commercial Association Board, and the remaining members of the Commercial Association Board shall be selected by the Class B Member of the Commercial Association.

b. **After Class B Termination.** Upon termination of the Class B Control Period of an Association, the Association Board shall be elected as provided in the Association's Bylaws.

c. **Compensation.** Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by an Association's Members, but may be reimbursed for expenses when approved by the Association Board.

Section 8.14 Association Board Meetings.

a. **Association Board's Responsibility.** Except as specifically provided in this Article or elsewhere in this Declaration, each Association Board has been delegated the power, and shall have the authority to act on behalf of said Association under this Declaration, and to make all decisions necessary for the operation of such Association, the enforcement of this Declaration and the care of the Commons for which it is responsible. All consents, approvals, elections and other action authorized herein to be taken or given by the Association shall require only the approval of such Association's Board, with the exception of those decisions that are expressly reserved to Association Members. If a quorum is present at a meeting of the Association Board, all decisions of the Association Board shall be made by a vote of the majority of the Directors present at such meeting, with the exception of those cases where a greater vote is required either by law or by the Association's Articles.

b. **Quorum.** Voting at an Association Board meeting requires presence of at least one-half of the Directors, in person or by telephone conference or, if allowed by state law, by proxy. If not prohibited by law, any action required to be taken by vote of the Association Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Directors.

c. **Record Keeping.** Each Association Board shall keep records of all meetings, both of the Association Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The records of an Association shall be available for inspection by any Association Member.

Section 8.15 Suspension of Membership. An Association Board may suspend the voting rights of any Member and the right of enjoyment of the Commons of any Person who:

a. fails to take the reasonable steps to remedy a violation or breach of the Governing Documents within thirty (30) days after having received notice of same pursuant to the provisions of Section 14.5.

b. shall be delinquent in the payment of any Assessment levied by an Association pursuant to the provisions of **ARTICLE 10** hereof;

c. shall be in violation of this Declaration or the Rules and Regulations of an Association relating to the use, operation and maintenance of the Commons; or

d. participates in conduct which the Association Board, in its discretion, may deem to be prejudicial to the interests of the Association; provided, however, that there shall be a fair hearing and written notice mailed to the Member(s) setting forth the date of such hearing and the alleged offense.

Any suspension Subsection (a) or (b) of this Section 8.15 shall be for the balance of the period in which said Member or Person shall remain in violation, breach or default, as aforesaid. In the case of a violation described in Subsection (c) of this Section 8.15, the suspension shall comply with the terms of Section 2.3f. In the case of a violation under Subsection (d) of this Section 8.15 the length of the suspension shall be at the discretion of the Association Board. Any suspension of the right of enjoyment of the Commons shall not apply to the Members right to use the Common Roads.

Section 8.16 Amendment of Bylaws. The Association Bylaws may be altered or amended and new bylaws may be adopted by the Association Members at any annual or special meeting of the Members or by the Association Board at any regular or special meeting of the Association Board; provided, however, that, if such action is to be taken at a meeting of the Members, notice of the general nature of the proposed change in the Association Bylaws shall have been given in the notice of meeting. It is provided, however, that if any amended or new bylaws conflict with this Declaration, the procedure for amending the Declaration as set forth in **ARTICLE 12** shall control.

Section 8.17 Additional Provisions. Additional provisions concerning the operation of the Associations and the Association Boards are contained in the relevant Association's Articles and the Association Bylaws.

ARTICLE 9 FISCAL AFFAIRS

To fulfill the obligation to maintain the Commons and perform such other services as provided by the Associations, the Association Boards are responsible for the fiscal management of their respective Association.

Section 9.1 Fiscal Year. The fiscal year of each Association shall begin January 1 of each year and end on December 31 of that year, unless an Association Board selects a different fiscal year.

Section 9.2 Preparation and Approval of Annual Budget for the Associations.

a. **Initial Budget.** Residential Declarant shall determine the Residential Association's budget for the fiscal year in which the first Residential Lot is conveyed to an Owner other than Residential Declarant. Commercial Declarant shall determine the Commercial Association's budget for the fiscal year in which the first Commercial Lot is conveyed to an Owner other than Commercial Declarant (each an "**Initial Budget Year**").

b. **Subsequent Years.** Beginning with the Initial Budget Year and each year thereafter, at least one month before the end of the fiscal year, each Association Board shall, by majority vote, adopt a budget for each Association, respectively, for the coming year and set the annual General Assessment at a level sufficient to meet the budget. At least two (2) weeks before the fiscal year to which such budget applies, each Association Board shall send to each Association Member a copy of the Association's budget (as approved by the Residential Association Board) in reasonably itemized form, which shall include the amount of General

Assessments payable by each Association Member. Each Association shall set its own General Assessment.

c. **Approval.** If an Association's General Assessment are to be increased to greater than one hundred twenty-five percent (125%) of the previous year's respective Assessment, and at least 10% of the Association Members affected request review within thirty (30) days after the budget is delivered to such Association Members, the Association Board shall call a Community Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Association Members. If the budget is rejected, the Association Board shall approve a new budget within ten (10) days and send a copy to each Association Member.

d. **Budget Items.** The respective budgets for each Association shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services by the Association as required by this Declaration or properly approved in accordance with this Declaration. The budgets may also include reasonable amounts, as determined by the Association Board for working capital for the Association and for reserves. If the Commons are taxed separately from the Lots by the City of Baton Rouge or the Parish of East Baton Rouge, Louisiana, or by any other Governmental Authority with taxing power, for ad valorem property taxes or any other taxes, the Association responsible for upkeep of such Commons shall include such taxes as part of such Association's budget and shall pay such taxes. Fees for professional management, accounting services, legal counsel and other professional services performed on behalf of an Association may also be included in the Association's budget.

e. **Reserves.** Each Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the Association's budget, as applicable, and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Association Members. If the reserves held by an Association are inadequate for any reason, including nonpayment of any Association Member's Assessment, such Association's Board may at any time levy and collect an emergency Special Assessment in accordance with the provisions of Section 10.4. If there is an excess of reserves held by an Association at the end of the fiscal year and the Association Board so determines, the excess may be returned on a prorated basis to its Association Members, as of the date of such decision to refund such excess of reserves, who are current in payment of all Assessments due the Association, or may be used to reduce the following year's Assessments; the Association may rely on its records as identified in Section 8.4 and Section 10.3, respectively, in determining the names and addresses of Association Members as of the date of any refund of excess reserves.

f. **Effect of Failure to Prepare or Adopt Budget.** An Association Board's failure or delay in preparing or adopting its respective annual budget for any fiscal year, or review of such budget under this Section 9.2, shall not waive or release an Association Member's

obligation to pay General Assessments whenever the amount of such Assessment is finally determined. In the absence of an annual budget for an Association, each Association Member shall continue to pay the General Assessment at the rate established for such Assessment for the previous fiscal period until notified otherwise.

g. **Capital Improvements.** Any substantial Capital Improvement to the Commons approved by an Association Board must be ratified by a majority of the Association's Class A Members. If the substantial Capital Improvement is approved by the Association's Class A Members, the Association Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A Capital Improvement shall be considered substantial if the cost to the Association of the Improvement is more than six percent (6%) of the Association's annual budget, or if cost of the Improvement, when added to other Capital Improvements for the fiscal year in question, totals more than ten percent (10%) of the Association's annual budget; notwithstanding any inference to the contrary, any repair or replacement of existing Improvements shall not be considered a Capital Improvement. Approval of the Design Review Board is required for all Capital Improvements. This paragraph shall not limit the right of a Declarant to make Improvements to the Commons.

h. **Neighborhood Improvement.** Subject to approval by the Design Review Board, any Neighborhood or Neighborhoods may, by two-thirds (2/3) vote of the Association Members owning Lots within that Neighborhood, or those Neighborhoods, and approval of the Association Board, vote to assess themselves for Capital Improvements to the Commons that primarily benefit that Neighborhood or Neighborhoods. Any Assessment so approved shall be assessed to all Owners within that Neighborhood or Neighborhoods as an Individual Lot Assessment. If more than one Neighborhood is to vote, the Association Board shall determine whether approval and Assessment is to be by Neighborhood or by the combined group of Neighborhoods. If a group of Lots smaller than an entire Neighborhood wishes to be assessed for Capital Improvements, all of those being assessed must agree to the Assessment.

i. **Accounts.** Reserves held by an Association shall be kept separate from all other funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Association Boards with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE 10 COVENANTS FOR ASSESSMENTS

The cost of fulfilling the Associations' financial obligations is divided equitably among the respective Members by means of Assessments. To ensure the Associations have a reliable source of funds and to protect those Members who contribute their equitable share, Assessments are mandatory and are secured both by a lien on the Lot and the Member's personal obligation.

Section 10.1 Obligation for Assessments. Declarant, for each Lot owned within Materra, from time to time, hereby covenants, and each Owner by acceptance of a cash sale, deed or other transfer instrument, whether or not it shall be so expressed in such cash sale, deed or other transfer instrument, is deemed to covenant and agree to pay to the Association of which

it is a Member the following for the purposes provided in this Declaration (to be collectively referred to as “**Assessments**”):

- (1) General Assessments,
- (2) Special Assessments,
- (3) Neighborhood Assessments, and
- (4) Individual Lot Assessments,

together with interest at the rate of twelve percent (12%) per annum from that date which is ten (10) days after each payment of an Assessment is due, and all costs of collection, if any, including a reasonable attorney’s fee whether or not suit is brought or otherwise filed. Upon default in the payment of any one or more installments of any Assessment, an Association Board may accelerate the entire balance of such Assessments, which shall be declared immediately due and payable in full.

Section 10.2 Equitable Division of Assessments. General Assessments and Special Assessments for Residential Lots shall be assessed equally among all Lots. Commercial Lots and Live/Work Lots shall be charged General Assessments and Special Assessments according to the proportionate share of usable square feet, such Lot bears to the total number of usable square feet of all commercial and Live/Work Lots, applying the Building Owners and Managers Association (“BOMA”) standards. If an Owner combines two (2) Lots or parts of Lots, with appropriate approval to so combine said Lots, and uses them as a single Lot, the applicable Association may (but is not required to) assess them as a single Lot in accordance with regulations consistently applied. It is understood that the Associations are not required to make the same decision on any requests submitted to them pursuant to this Section.

Section 10.3 General Assessments.

a. **Establishment by Association Board.** Each Association Board shall set the date or dates General Assessments become due and may provide for collection and payment of Assessments annually or in monthly, quarterly or semiannual installments.

b. **Date of Commencement.** The annual General Assessments shall begin on the date of conveyance of the first Lot to an Owner other than a Declarant. The initial Assessment on any Lot subject to assessment may be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorated share of the annual General or Special Assessment charged to each Lot, prorated to the date of closing.

c. **Discretion of Association Board.** When determining the General Assessment due from each Owner, each Association Board may, in its sole discretion, but is not obligated to, distinguish between Lots on which Buildings have not been constructed, Lots on which Buildings have been constructed and Lots on which Buildings are in the process of being constructed.

d. **Initial General Assessment.** As of the date this Declaration is recorded, the General Assessment due from the Owner of each Lot on which no Buildings have been constructed and on which no construction is taking place is forty dollars (\$40.00) per month, payable in advance for each calendar quarter, and such amount may be collected and received by the applicable Association Board without first establishing a budget. The General Assessment may be thereafter modified without amending this Declaration.

e. **Rights of Declarant.** So long as a Declarant has the right unilaterally to annex additional property, said Declarant may, but shall not be obligated to, reduce the General Assessment for its Association for any fiscal year by payment of a subsidy, which may be either a contribution, an advance against future Assessments due from said Declarant, or a loan, in Declarant's sole discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the budget and shall be made known to the Owners. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between an Association and Declarant.

Section 10.4 Special Assessment. In addition to the General Assessment, the Association Boards may levy in any fiscal year a Special Assessment on its Members applicable to that year and not more than the next four (4) succeeding years as follows:

a. **Capital Improvements.** Any substantial Capital Improvement which has been approved in accordance with Section 9.2 or any Capital Improvement not required to be approved by an Association's Members may be paid by Special Assessment.

b. **Emergency Assessment.** By a two-thirds (2/3) vote, an Association Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including but not limited to, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

c. **Discretion of Association Board.** When determining the Special Assessment due from each Owner, an Association Board may, in its sole discretion, but is not obligated to, distinguish between Lots on which Buildings have not been constructed, Lots on which Buildings have been constructed and Lots on which Buildings are in the process of being constructed.

Section 10.5 Neighborhood Assessment. The Association Boards may levy Neighborhood Assessments for expenses approved in accordance with the terms of this Declaration.

Section 10.6 Individual Lot Assessments. The Association Boards may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment.

Section 10.7 Capital Contribution Assessment. At the closing and transfer of title of each Lot to the first Owner other than Declarant, the Owner shall contribute an amount equal to

three months Assessments (which shall include at least the General Assessment for Lots on which no Buildings have been constructed and on which no Buildings are being constructed) or such greater amount as required by Declarant by contract with the Person to whom it may sell a Lot. This contribution shall be used by an Association for the purposes of initial and nonrecurring capital expenses of such Association and for providing initial working capital for the Associations and shall not be considered as a pre-payment of Assessments (including without limitation the General Assessment).

Section 10.8 Effect of Nonpayment of Assessment; Remedies.

a. **Personal Obligation.** All Assessments, together with any interest and cost of collection when delinquent, including reasonable attorneys' fees whether or not suit is brought (collectively, the "**Assessment Charge**") shall be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment was levied, and of each subsequent Owner. No Owner may exempt himself from liability for Assessments by non-use of Commons, abandonment of his Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner, and binds the Owner for so long as it owns the Lot. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Declarant to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or Improvements, or from any other action it takes.

b. **Creation of Lien.** The Assessment Charge shall also be an encumbrance on the land and shall be a continuing lien upon the Lot against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This encumbrance and lien, in favor of the Association to which it is owed, shall secure the Assessment Charge which is then due, and which may accrue subsequent to the recordation of the claim of lien and prior to the entry of final judgment of foreclosure. Any subsequent Owner of the Lot shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. The Associations may, in their sole discretion, but without any obligation to do so, notify any Person in whose favor a mortgage or other lien has been granted with respect to any Lot whenever an Association files a claim of lien with the Clerk of Court pursuant to this Section 10.8.

c. **Suit for Payment; Foreclosure of Lien.** An Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge(s), or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. Each Association, acting on behalf of the Owners who are Members thereof, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

d. **Other Remedies.** In addition to the rights described in Subsection (c) above, the Association Boards shall have the right to assess fines up to a maximum of fifty dollars (\$50.00) per day, and to suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against said Owner's Lot remains unpaid.

Section 10.9 Certificate of Payment. The treasurer of an Association, upon request of any Owner, shall furnish a certificate signed by a Director stating whether any Assessments are

owed by that Owner. Such certificate, when co-signed by the secretary of the relevant Association, may be relied upon by a good faith purchaser or Mortgagee as conclusive evidence of payment of any Assessment therein stated to have been paid.

ARTICLE 11 INSURANCE

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, thisError! Reference source not found. Article gives some flexibility to the Association Boards to select insurance coverage that is reasonable for the conditions that exist at that time.

Section 11.1 Review of Coverage. The Association Boards shall review limits of coverage for each type of insurance at least once each year.

Section 11.2 Casualty Insurance. The Residential Association Board may obtain and, if additional Commons with significant insurable Improvements are added to Materra, shall be required to obtain and maintain casualty insurance on the Commons for fire damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the coinsurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the Improvements constructed on the Commons. The Commercial Association shall fulfill the obligation to provide casualty insurance under this Section 11.2 for Common designated as Commercial Commons pursuant to Section 2.2b.

Section 11.3 Public Liability. The Association Boards may obtain public liability insurance in such limits as the Association Boards may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Commons and any water access located on or adjoining Materra. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of an Association, the Association Boards or other Owners.

Section 11.4 Director Liability Insurance. The Association Boards may obtain liability insurance insuring against personal loss for actions taken by Directors and advisory members in the performance of their duties. Such insurance shall be of the type and amount determined by each Association Board in its discretion.

Section 11.5 Other Coverage. The Association Boards shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Association Board may determine or as may be requested from time to time by a majority vote of the Members.

Section 11.6 Lot Coverage. Each Owner shall obtain casualty insurance for Improvements on his/her/its Lot, naming the Association of which it is a Member as an

additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the Improvements constructed on the Lot. Each Owner by accepting title to a Lot in Materra agrees that each policy of casualty insurance insuring the Lot and any Improvements thereon shall contain a waiver of all subrogation rights as against the Association of which it is a Member.

Section 11.7 Repair and Reconstruction after Fire or Other Casualty.

a. **Commons.** If fire or other casualty damages or destroys any of the Improvements on the Commons, the Association Board of the Association controlling the affected Commons shall arrange for and supervise the prompt repair and restoration of the Improvements. The Association Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such Improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves. The Association Board is under no obligation to replace any damaged Improvements to their previously existing condition, and, may instead authorize the construction of different types and designs of new Improvements.

b. **Lot Improvements.** If fire or other casualty damages or destroys a Building or any other Improvements on a Lot, the Owner of that Lot shall immediately proceed to rebuild and restore the Improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Design Review Board. In doing so, the Owner shall comply with the provisions of this Declaration. If the Owner fails to clean and secure a Lot within thirty (30) days after a casualty, the Association of which such Owner is a Member may remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Lot safe and attractive. The cost of such clean-up shall be assessed to the Owner as an Individual Lot Assessment pursuant to Section 10.6.

ARTICLE 12 AMENDMENT AND TERMINATION

Owners should be able to rely on this Declaration and the general principles it states. Amendment should not be easy. However, this Declaration must change over time, just as land uses will inevitably change over time. New solutions will be proposed from time to time to make the Associations operate more efficiently or to adjust to these changing conditions. Where clearly to the community's benefit, these new provisions should be incorporated into this Declaration.

Section 12.1 Amendment.

a. **By Declarant.** Notwithstanding any statement or inference to the contrary in this Declaration, Declarants specifically reserve and have the absolute and unconditional right, throughout the Class B Control Period, to amend this Declaration without the consent or joinder of any party. This right includes, but is in no way limited to, the right to amend this Declaration without consent (i) to conform to the requirements of the Federal Home Loan Mortgage

Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iii) to clarify the Declaration's provisions or correct errors, (iv) to subject additional property to this Declaration or in connection with Supplemental Declarations or to withdraw property from Materra, (v) to change a name pursuant to this Declaration, or (vi) to conform to applicable law or the zoning requirements for Materra.

b. **By Members.** Except as stated elsewhere in this Declaration (including without limitation in Subparts (a) and (f) of this Section 12.1), after termination of the Class B Control Period, this Declaration may be amended at any time by the affirmative vote of two-thirds of all Owners; such amendment shall be evidenced by an instrument signed by the president or vice-president and secretary of the Residential Association, certifying approval in writing by two-thirds (2/3) of the total votes. Notwithstanding the foregoing, the Commercial Declaration and any other provision of this Declaration that solely affects Commercial Owners (including but not limited to the right to impose any charge, fee or Assessment against the Commercial Owners) may only be amended by the affirmative vote of two-thirds of the Commercial Owners; such amendment shall be evidenced by an instrument signed by the president or vice-president and secretary of the Commercial Association, certifying approval in writing by two-thirds (2/3) of the total votes. Rights reserved to a Declarant may not be amended without the specific consent of the Declarant. It is expressly stated that any Supplemental Declaration may, without any approval of the Owners, add, modify or otherwise supplement provisions of this Declaration, as originally filed or as same may be subsequently amended, and which will effectively (1) change (whether through increasing, lessening or otherwise) any or all restrictions on use, which would otherwise be applicable to property added to Materra pursuant to a Supplemental Declaration, but such changes shall only relate to and affect the Lots and other property added to Materra pursuant to the Supplemental Declaration, and (2) change (whether through increasing, lessening or otherwise) any or all building restrictions and/or other covenants, which would otherwise be applicable to property added to Materra pursuant to a Supplemental Declaration including without limitation all such building restrictions and/or other covenants contained in the Residential or Commercial Declaration, as applicable, in the Guiding Principles and in the Landscape Regulations, but such changes shall only relate to and affect the Lots and other property added to Materra pursuant to the Supplemental Declaration. Notwithstanding any inference herein to the contrary, no Supplemental Declaration shall be deemed to have modified any provisions of this Declaration applicable to Lots included within Materra prior to the filing of such Supplemental Declaration unless Supplemental Declaration expressly states such intention and unless the Supplemental Declaration also qualifies as an amendment to this Declaration pursuant to this Subpart (b), or the following Subpart (c).

c. **Limitation.** Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the total votes of an Association's Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.

d. **Recording.** Any amendment to this Declaration shall take effect upon recording in the public records.

e. **Effective Date of Amendments.** Notwithstanding any inference herein to the contrary, no amendment or modification of this Declaration shall affect or bear on the construction of Buildings within Materra to the extent that such Buildings have been constructed prior to the adoption of such modifications or other amendment; but such modifications and changes shall be effective with respect to any alterations or other additions to Buildings constructed after the date of such amendments or modifications to this Declaration. Amendments and modifications to this Declaration shall be effective with respect to any conduct within Materra, or use of Lots, made after the date of such amendment or modification including without limitation thereto any such conduct or use occurring prior to such amendment or modification, and whether or not such conduct or use is continuing at the time of such amendment or modification.

f. **Supplemental Declarations and Amendments to Guiding Principles.** Notwithstanding any inference herein to the contrary, (i) Declarant and the Associations shall always have the right to make Supplemental Declarations pursuant to Section 1.2, without the consent of any Association Members, (ii) the Design Review Board shall always have the right to amend and modify the Guiding Principles as provided in the Residential and Commercial Declarations, without the consent of Association Members, (iii) the Association Boards shall always have the right to adopt and have filed amendments to this Declaration which contain modifications of the Guiding Principles adopted by the Design Review Board pursuant to Residential and Commercial Declarations, and (iv) the rights of Declarant and the Associations set forth in Subpart (b) of this Section 12.1, and in this Subpart (f), may not be withdrawn or otherwise modified without the consent of Declarant and the Association Boards.

Section 12.2 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind Materra and shall inure to the benefit of and be enforceable by Declarants, the Associations, and all Owners within Materra, their respective legal representatives, heirs, successors or assigns for thirty (30) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing ninety percent (90%) of the votes of the Owners shall have been recorded, agreeing to terminate the Declaration as of a specified date. This Declaration may also be terminated in any of the following ways:

a. **Unanimous Consent.** The Declaration may be terminated at any time by the consent in writing of all Owners.

b. **Dedication of Commons.** Notwithstanding anything in this Declaration to the contrary, the Declarant or the Association which is responsible for the maintenance of such Commons shall at all times have the right, without the necessity of consent or approval of any of the Owners, to convey title to and/or dedicate the Common Roads and other Commons to the Governmental Authority with jurisdiction to accept such dedication, which is currently understood to be the City of Baton Rouge or the Parish of East Baton Rouge.

c. **Rerecording.** Unless this Declaration is terminated, the Association shall rerecord this Declaration or other notice of its terms at intervals, if any, necessary under Louisiana law to preserve its effect.

d. **Condemnation.** If all or part of the Commons is taken or condemned by any Governmental Authority having the power of eminent domain, all compensation and damages shall be paid to the Association charged with maintenance of such Commons. The Association Board shall have the right to act on behalf of such Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE 13 DECLARANT RIGHTS

Section 13.1 General. The Declarant Rights contained in this ARTICLE 13 are hereby reserved to the Declarant to the maximum extent permitted by law, which may be exercised where applicable anywhere within Materra.

Section 13.2 Special Declarant Rights. The Declarant reserved the following “**Declarant Rights**”, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within Materra:

- a. Complete Improvements indicated within Materra;
- b. Exercise any Declarant Right reserved in this Declaration; and
- c. Use the Commons for the purpose of making Improvements within Materra.
- d. Revocation of dedications.

Section 13.3 Right to Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration may be transferred in whole or in part to other Persons, provided that the transfer shall not reduce any obligation nor enlarge a right beyond that of Declarant under this Declaration. No such transfer shall be effective unless it is in a written instrument signed by a Declarant and duly recorded in the public records of East Baton Rouge Parish. The foregoing shall not preclude Declarant from permitting other Persons to exercise, on a one (1) time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant’s consent to such exercise.

Section 13.4 Termination of Responsibility of Declarant. In the event Declarant shall convey or transfer all of its right, title and interest in and to all of Declarant’s Property to any successor Person, then and only in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such successor Persons or entity shall be obligated to perform all such duties and obligations of Declarant.

Section 13.5 Right to Approve Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instruments affecting any portion of Declarant’s Property without Declarant’s prior written consent, which may be granted or withheld in its sole discretion. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless

subsequently approved by Declarant and recorded in the official records of East Baton Rouge Parish.

Section 13.6 Exclusive Right to Use the Name of Materra. No Person shall use the term “Materra” or any derivative in any printed or promotional material without Declarant’s prior written consent. However, an Owner or Tenant may use the term “Materra” in printed or promotional material solely to specify that particular property is located within Materra.

Section 13.7 Declarant’s Personal Property. Declarant reserves the right to remove from the Declarant’s Property any and all personal property and equipment used in development, marketing and construction of Improvements, whether or not they have become fixtures, provided that Declarant shall mitigate any damage to property in its removal of such fixtures, if any.

Section 13.8 Phasing of Development Rights. No assurances are made by Declarant regarding the portions Materra where the Declarant will exercise Declarant Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Declarant Rights as to some portions of Materra will not obligate Declarant to exercise them as to other portions of Materra.

Section 13.9 Obligation to Construct Commons Improvements. Declarant and/or its assignees shall be responsible for installing and constructing Improvements to the Commons in phases in accordance with the Guiding Principles and in the sole discretion of Declarant. The construction and installation of Improvements to the Commons shall be constructed in a good and workmanlike manner and in accordance with applicable industry standards. Such property shall hereafter be maintained as a Commons by the Residential Association (unless dedicated as Commercial Commons pursuant to Section 2.2a) at its expense for the benefit of the Owners and Tenants of Materra subject to the terms of this Declaration.

Section 13.10 Sales Offices. Notwithstanding any language in this Declaration to the contrary, as long as Declarant or any nominees of Declarant own any immovable property in Materra, Declarant or its nominees shall have the right and privilege to maintain general and sales offices in and about Materra, including model homes and offices, and to have their employees present on the premises to show property within Materra, use the Commons and, without limitation, to do any and all other things necessary or appropriate by them to sell or lease Lots, homes, office space or other property, all without charge or contribution to the Associations except that Declarant will owe Assessments just as any other Owners; provided, however, that such activities shall be carried on in such a manner as will not unreasonably interfere with enjoyment of the Lot(s).

ARTICLE 14 GENERAL PROVISIONS

Section 14.1 Sales Offices. Notwithstanding any language in this Declaration to the contrary, as long as Declarant or any nominee of Declarant owns any immovable property in Materra, Declarant or its nominees shall have the right and privilege to maintain general and sales offices in and about Materra, including model homes and offices, and to have their

employees present on the premises to show property within Materra, use the Commons and, without limitation, to do any and all other things necessary or appropriate by them to sell or lease Lots, homes, office space or other property, all without charge or contribution to the Associations except that Declarant will owe Assessments just as any other Owner; provided, however, that such activities shall be carried on in such a manner as will not unreasonably interfere with enjoyment of the Lot(s).

Section 14.2 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of Materra as a TND. The italicized portions at the beginning of an Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern. The captions of the various articles and provisions in this Declaration are for convenience only and in no way define, limit, or describe the scope of this Declaration, or the intent of any provision hereof. All references to particular Sections or Articles shall, except as otherwise expressly stated, be deemed to be references to those particular Sections or Articles of this Declaration.

Section 14.3 Mandatory Dispute Resolution Procedures and Rules.

a. **Application.** The following Dispute Resolution Procedure (“**Dispute Resolution Procedure**”) shall apply to and be mandatory for any and all claims or disputes that deal solely with the applicability and enforceability of this Declaration as a whole, and, (a) do not involve a party’s application for immediate injunctive or similar relief; or (b) in the case of an Owner, do not involve a situation that constitutes an immediate, material threat to its relationship with any Mortgagee (each a “**Claim**”).

b. **Notice.** Any Party (“**Claimant**”) having a Claim against or dispute with any other party(ies) (whether one or more, “**Respondent**”) shall provide notice to each Respondent in writing, stating plainly and concisely:

(1) the nature of the Claim, including the Persons involved and Respondent’s role in the Claim;

(2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(3) Claimant’s proposed remedy (in the case of a refusal to provide consent, the City/Parish shall provide what change should be made to achieve consent); and

(4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

c. **Negotiation.** The parties shall make every reasonable effort to meet “in person” and confer for the purpose of resolving the Claim by good faith negotiation for a period of not less than fifteen (15) Days.

d. **Termination of Negotiations.** If the parties do not resolve the Claim through negotiation (“**Termination of Negotiations**”), the Claimant shall have sixty (60) Days following the Termination of Negotiation to submit the Claim to a facilitated minitrial in accordance with Subsection (e) below or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to Persons not a party to the foregoing proceedings.

e. **Facilitated Minitrial.**

(1) After the Termination of Negotiations, Claimant may elect to require the parties to participate in a facilitated minitrial with notice to the other party.

(2) A minitrial shall be presented before a neutral facilitator and one representative of each party. At least three (3) Days before the minitrial, each side will prepare and distribute to the representatives and the facilitator a written summary of its position, which may not exceed ten (10) double-spaced pages. At the minitrial, each side will have not more than three (3) hours to make an oral presentation, and thereafter the representatives will attempt in good faith and with the aid of the facilitator to resolve the dispute. Efforts to reach a settlement will continue until at least fifteen (15) Days have passed since the minitrial and one party provides notice of its desire to proceed to non-binding arbitration under Subsection (f) below.

(3) The minitrial will be conducted according to the AAA Mini-Trial Procedures then in effect. The parties will attempt to agree on a mutually accepted facilitator. If the parties cannot agree within ten (10) Days of the request to conduct a minitrial, the AAA will be asked to select the facilitator. The parties will equally share any fees charged by the facilitator or AAA.

f. **Arbitration.** After the conclusion of the facilitated minitrial, either party may elect to require the parties to participate in nonbinding arbitration in accordance with the rules and procedures of the American Arbitration Association (“AAA”) rules for non-binding arbitration. Except for issues related to force majeure, unless the parties agree in writing to be bound by the arbitrator’s decision (“**Award**”) prior to the commencement of arbitration proceedings under the foregoing paragraph, any party shall be free to reject the Award and sue in court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.

g. **Allocation of Costs of Resolving Claims Prior to Litigation.** Each party shall bear all of its own costs incurred prior to and during the proceedings described above, including the fees of its attorney or other representative. Each party shall share equally all charges rendered by the facilitator or arbitrator.

Section 14.4 No Waiver. The waiver by any party of a breach of any provision of this Declaration, the Commercial Declaration, the Guiding Principles, the Landscape Regulations or the Rules and Regulations, shall not operate or be construed as a waiver of any subsequent breach of that provision by any party. Failure to enforce any provision of this Declaration, the

Commercial Declaration, the Guiding Principles or the Rules and Regulations, shall not be deemed a waiver of the right to do so at any time thereafter and shall not operate or be construed as a waiver of the right to enforce such provision at a later date, even if under identical circumstances and even if involving the same parties.

Section 14.5 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the Person who appears as Owner of the Lot as that address is stated on the records of the Association at the time of the mailing. The date of mailing shall be deemed the date of giving of notice, except that the date of actual receipt shall be the date of the giving of any notice of change of address.

Section 14.6 Rights of Mortgagees.

a. **Special Rights of First Mortgagees.** Any Mortgagee owning a First Mortgage encumbering any Lot, upon filing a written request therefor with the applicable Association, shall be entitled to: (a) written notice from the Association of any default by the mortgagor or Owner of such Lot in the performance of such mortgagor's or Owner's obligations under this Declaration, any Supplemental Declaration, the Association Articles, Association Bylaws or the Rules and Regulations, which default is not cured within sixty (60) Days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours, including the right to examine current copies of this Declaration, any Supplemental Declaration, the Commercial Declaration, the Association Articles, Association Bylaws or the Rules and Regulations, and the books, records and financial statements of the Association; (c) receive a copy of the financial statements within ninety (90) Days following the end of any fiscal year of the Association; (d) receive written notice of abandonment or termination of the Association or of any plan of abandonment or termination contemplated under this Declaration, any Supplemental Declaration, the Association Articles or the Association Bylaws; (e) receive thirty (30) Days' written notice prior to the effective date of termination of any agreement for professional management of the Association or the Commons following a decision of the Association to assume self-management of the Commons; (f) written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (g) written notice of any proposed action which would require the consent of Mortgagees; and (h) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Commons or such Lot if the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000) and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Commons or such Lot. The number of Mortgagees who have filed such written request may be certified by the secretary of the Association by written instrument and such certification shall be conclusively presumed to be correct.

b. **Priority of First Mortgage Over Assessments.** Each Mortgagee who obtains title to the Lot encumbered by a First Mortgage, pursuant to the remedies provided in such First Mortgage, by judicial foreclosure or by deed or assignment in lieu of foreclosure, shall take title to such Lot free and clear of all claims for unpaid Assessments or charges against such Lot

which accrued prior to the time such Mortgagee acquires title to such Lot, other than allocation of any deficiency prorated among all Members of the Association.

Section 14.7 Gender and Number. The use of the masculine gender in this Declaration shall be deemed to include the feminine, or neuter, and the singular shall include the plural, wherever the context so requires.

Section 14.8 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Louisiana.

Section 14.9 Validity. If any one or more of the provisions (or any part thereof) of this Declaration, the Commercial Declaration, the Guiding Principles or of the Rules and Regulations, shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby and the balance of this Declaration, the Commercial Declaration, the Guiding Principles and the said Rules and Regulations shall remain in full force and effect. If any provision, or subpart of a provision, of this Declaration is for any reason and at any time determined to be invalid, illegal or unenforceable (a) it is expressly stated that such determination shall be applicable only to the parties involved in the arbitration or court proceeding in which such determination has been rendered, and then only to the particular facts and circumstances presented to the arbitrator(s) or court; (b) where a provision is determined to be invalid, illegal or unenforceable because it is determined to be excessively broad, the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to reform the subject provision by declaring it limited and reduced to make it compatible with applicable law; and (c) the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to declare that provision or subpart reformed so as to eliminate only the portion of same which is determined to be invalid, illegal or otherwise unenforceable, so that the balance of said provision is allowed to remain in full force and effect.

Section 14.10 Owner's Acceptance. By accepting title to any of the Lots or other property included now, or in the future, within Materra, each Owner agrees that he accepts title to said Lot or other property subject to the terms, provisions and acknowledges of: (a) this Declaration, (b) the Guiding Principles, (c) any Rules and Regulations that may be subsequently adopted, from time to time, by the Associations or the Association Boards, and all modifications thereto, and (d) any future amendments to this Declaration, the Commercial Declaration, and/or the Guiding Principles adopted pursuant to the terms and provisions of this Declaration.

ARTICLE 15 INTERVENTION

Section 15.1 Level Construction & Development, LLC. Now to these presents comes Intervenor, herein represented by its undersigned representative, who after being sworn, declared that Intervenor is the owner of the Intervenor's Tracts and by its intervention in this Declaration, does hereby impose upon the Intervenor's Tracts the servitudes, building restrictions, restrictive covenants, and charges imposed by the Declarant upon Declarant's Property, and the owner or owners, from time to time, of the Intervenor's Tracts shall be Residential Owners and entitled to the rights and obligations of Residential Lot Owners as set

forth in this Declaration. The servitudes, building restrictions, restrictive covenants, and charges herein imposed on the Intervenor's Tracts shall be covenants running with the land and shall apply against and affect all the property defined herein as Materra to the same extent as if Declarant was the owner of the Intervenor's Tracts and such tracts were included in Declarant's Property under this Declaration. Likewise, the provisions of this Declaration regarding governance of Materra shall apply to the Intervenor's Tracts as Residential Lots and to ownership of the Intervenor's Tracts as Residential Owners, subject to all the rights and privileges herein granted and to all the obligations, and restrictions herein imposed.

[Signatures on following pages.]

THUS DONE AND PASSED in East Baton Rouge Parish, Louisiana, in the presence of the undersigned Notary Public and competent witnesses, on this 29th day of April, 2021, but effective as of the Effective Date.

WITNESSES:

[Signature]
Print name: Carmia Carroll

[Signature]
Print name: Tiffany Hardy

DECLARANT:

MATERRA DEVELOPMENT, LLC

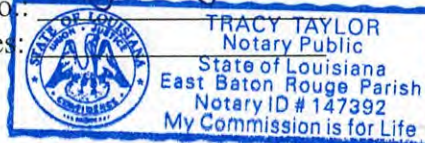
By: Engquist-Materra Investment Company, LLC
Its: Manager

By: Engquist Management, LLC
Its: Manager

[Signature]
By: _____
Name: John M. Engquist
Its: Manager

[Signature]

NOTARY PUBLIC
Print Name: Tracy Taylor
Bar/Commission No.: _____
Commission Expires: _____



THUS DONE AND PASSED in East Baton Rouge Parish, Louisiana, in the presence of the undersigned Notary Public and competent witnesses, on this ____ day of April, 2021, but effective as of the Effective Date.

WITNESSES:

L C C
Print name: Carmica Carroll

Tiffany Hardy
Print name: Tiffany Hardy

INTERVENOR:

LEVEL CONSTRUCTION &
DEVELOPMENT, LLC

By: [Signature]
Name: D. Todd Waguespack
Its: Manager

[Signature]
NOTARY PUBLIC

Print Name: _____
Bar/Commission No.: _____
Commission Expires: _____

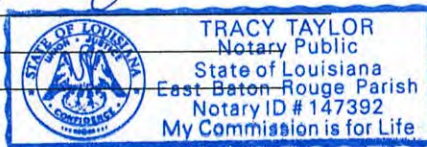


EXHIBIT A-1

DECLARANT'S PROPERTY

One (1) certain tract or parcel of ground designated as "Tract X-1-C-2", containing 31.653 Ac. (1,378,790 Sq. Ft.) being a portion of the Eola McCall Anderson Tract, located in Section 5, T-8-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, and more particularly described as follows:

Commence at a point and corner at the intersection of the easterly right-of-way of Airline Highway (U.S. Highway 61) with the property line common to Tract X-1-D-1 and Tract 6; thence, departing said right-of-way, N 28°35'47" E a distance of 274.14 feet to a point and corner, said point also being the Point of Beginning;

Thence, N 28°35'47" E a distance of 156.27 feet to a point and corner; thence, S 59°58'53" E a distance of 397.22 feet to a point and corner; thence, N 33°57'37" E a distance of 31.46 feet to a point and corner; thence, S 56°02'23" E a distance of 45.00 feet to a point and corner; thence, S 33°57'37" W a distance of 5.09 feet to a point and corner; thence, along the arc of a curve to the right having a radius of 195.00 feet, an arc length of 104.64 feet and a chord which bears S 40°12'50" E a distance of 103.39 feet to a point and corner; thence, S 58°12'38" E a distance of 59.00 feet to a point and corner; thence, N 31°47'22" E a distance of 205.00 feet to a point and corner; thence, S 58°12'38" E a distance of 410.95 feet to a point and corner; thence, N 31°47'22" E a distance of 58.00 feet to a point and corner; thence, N 58°12'38" W a distance of 22.00 feet to a point and corner; thence, N 31°47'46" E a distance of 440.86 feet to a point and corner; thence, S 58°12'27" E a distance of 95.80 feet to a point and corner; thence, S 55°55'16" E a distance of 699.22 feet to a point and corner; thence, S 43°29'53" E a distance of 719.33 feet to a point and corner; thence, S 01°22'02" E a distance of 205.91 feet to a point and corner; thence, S 88°37'58" W a distance of 140.00 feet to a point and corner; thence, S 01°22'02" E a distance of 58.85 feet to a point and corner; thence, N 88°37'58" E a distance of 20.00 feet to a point and corner; thence, S 01°22'02" E a distance of 35.00 feet to a point and corner; thence, S 88°37'58" W a distance of 90.00 feet to a point and corner; thence, N 01°22'02" W a distance of 35.00 feet to a point and corner; thence, N 88°37'58" E a distance of 18.00 feet to a point and corner; thence, N 01°22'02" W a distance of 88.13 feet to a point and corner; thence, S 54°08'38" W a distance of 288.29 feet to a point and corner; thence, N 35°51'22" W a distance of 97.50 feet to a point and corner; thence, S 54°08'38" W a distance of 42.00 feet to a point and corner; thence, N 35°51'22" W a distance of 254.85 feet to a point and corner; thence, S 46°30'15" W a distance of 145.58 feet to a point and corner; thence, S 54°08'38" W a distance of 310.81 feet to a point and corner; thence, S 35°51'22" E a distance of 12.00 feet to a point and corner; thence, S 54°08'37" W a distance of 48.00 feet to a point and corner; thence, N 35°51'22" W a distance of 311.24 feet to a point and corner; thence, N 43°57'01" W a distance of 223.06 feet to a point and corner; thence, N 58°12'38" W a distance of 325.94 feet to a point and corner; thence, S 64°08'38" W a distance of 23.84 feet to a point and corner; thence, N 25°51'22" W a distance of 47.00 feet to a point and corner; thence, N 64°08'38" E a distance of 58.29 feet to a point and corner; thence, N 31°47'22" E a distance of 140.74 feet to a point and corner; thence, N 58°12'38" W a distance of 397.75 feet to a point and corner; thence, along the arc of a curve to the right having a radius of 79.50 feet, an arc length of 42.12 feet

and a chord which bears N 43°01'58" W a distance of 41.63 feet to a point and corner; thence, along the arc of a curve to the left having a radius of 155.00 feet, an arc length of 74.71 feet and a chord which bears N 41°39'46" W a distance of 73.98 feet to a point and corner; thence, S 33°57'37" W a distance of 92.51 feet to a point and corner; thence, S 05°16'10" E a distance of 38.06 feet to a point and corner; thence, S 84°43'50" W a distance of 47.00 feet to a point and corner; thence, N 05°16' 10" W a distance of 25.96 feet to a point and corner; thence, N 56°02'23" W a distance of 83.87 feet to a point and corner; thence, along the arc of a curve to the left having a radius of 164.01 feet, an arc length of 45.49 feet and a chord which bears N 63°59'13" W a distance of 45.35 feet to a point and corner; thence, along the arc of a curve to the right having a radius of 362.28 feet, an arc length of 207.02 feet and a chord which bears N 55°31'58" W a distance of 204.22 feet to a point and corner; thence, along the arc of a curve to the left having a radius of 14.00 feet, an arc length of 5.43 feet and a chord which bears N 50°16'58" W a distance of 5.40 feet to a point and corner; thence, N 61°24'13" W a distance of 5.06 feet to a point and corner; thence, along the arc of a curve to the left having a radius of 14.00 feet, an arc length of 21.99 feet and a chord which bears S 73°35'47" W a distance of 19.80 feet to a point and corner; thence, S 28°35'47" W a distance of 14.00 feet to a point and corner; thence, N 61°24'13" W a distance of 43.38 feet to the Point of Beginning,

As shown on "Map showing Resubdivision of Tract X-1-C & X-1-D into Tracts X-1-C-1, X-1-C-2, X-1-D-1 & X-1-D-2, being a portion of the Eola McCall Anderson Tract located in Section 5, T-8-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Woman's Hospital Foundation," prepared by David L. Patterson, P.L.S., dated September 19, 2019, Job # 18-413A-01, recorded on December 16, 2019 in Original 438, Bundle 12999, official records of East Baton Rouge Parish, Louisiana.

And, as shown on ALTA/NSPS Land Title Survey entitled "Tract X-1-C-2 of the Eola McCall Anderson Tract located in Section 5, T-8-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mattered Development, LLC," prepared by David L. Patterson, P.L.S., dated December 11, 2019, and designated Job No. 19-680-01.

Notwithstanding the forgoing description, the Declarant's Property is exclusive of the Intervenor's Tracts.

EXHIBIT A-2

MATERRA RESUBDIVISION MAP

[Attached]

EXHIBIT A-3

INTERVENOR'S TRACTS

All of those certain lots, tracts or parcels of ground situated in the Parish of East Baton Rouge, State of Louisiana, located in that certain subdivision known as MATERRA - PHASE I, and designated on the official plan thereof as **LOT(S) 10, 11, 14, 15, 16, 17, 28, 29, 30, 33, 44, 45, 46, 49, 51, 59, 60, 62, 65, 72, 75, 87, 90, 99, 116, 125, 126, 127, AND 140** of said subdivision, said lots having such measurements and dimensions and being subject to such servitudes and restrictions as are more particularly shown on that certain map entitled "Final Plat of Materra - Phase I, Lots 1 thru 140, CA-1 thru CA-4, CA-6 thru CA-14 & Remainder of Tract X-1-C-2 (Formerly Tract X-1-C-2) Being a Portion of the Eola McCall Anderson Tract Located in Section 5, T-8-S, R-2-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Materra Development, LLC," prepared by David L. Patterson, P.L.S., dated November 2, 2020, and recorded February 26, 2021, at Original 283, Bundle 13089, in the official records of East Baton Rouge Parish, Louisiana.

EXHIBIT A-4

FINAL RESIDENTIAL PLAT OF MATERRA

[Attached]

EXHIBIT B

ARTICLES OF INCORPORATION OF RESIDENTIAL ASSOCIATION

[Attached]