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Declaration of Covenants, Conditions and Restrictions of Manchac Reserve Subdivision

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State of Louisiana
Parish of East Baton Rouge

Declaration of Covenants, Conditions and Restrictions of Manchac Reserve Subdivision

BE IT KNOWN that on this 7th day of August, 2019 before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

> **Five S Developments, LLC**, a Louisiana limited liability company, represented herein by its Manager, whose mailing address is 20269 Highland Road, Baton Rouge, LA 70817 (the "**Declarant**");

who did depose and say that:

Recitals

A. Declarant is the owner of the real property (the "**Property**") described in Exhibit "A" attached to and made a part of this Declaration of Covenants, Conditions and Restrictions of Manchac Reserve Subdivision (as may be amended from time to time, this "**Declaration**");

B. Declarant intends to subdivide and develop the Property as a planned residential community known as Manchac Reserve Subdivision as shown on the Final Plat attached as Exhibit "B";

C. Declarant believes that the establishment of a uniform plan of development affecting the Property according to the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration will enhance the value of the Property; and

D. Declarant intends that the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration shall run with the Property, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property, and their heirs, successors and assigns.

Therefore, in consideration of the premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant executes this Declaration affecting the Property, and by this Declaration, imposes upon the Property the restrictions, conditions, liens and servitudes hereinafter set forth.

Article 1 General

This Article describes the reasons for the restrictions on the Property and declares that the restrictions will remain forever, regardless of who acquires the Property in the future.

1.1 Purpose. The residential community developed on the Property shall have a uniform plan of development pursuant to the covenants, conditions, restrictions, servitudes, easements, reservations, liens and charges stated in this Declaration. The plan is established to enhance the property values and amenities of Manchac Reserve Subdivision, insure the best use and most appropriate development and improvement of each Lot, protect the Owners of Lots against use of surrounding Lots that depreciates the value of their Property, preserve, so far as practicable, the natural beauty of the Property, prevent construction of poorly-designed or proportioned structures on the Property, obtain harmonious color schemes, prevent haphazard and inharmonious Improvements of Lots, secure and maintain setbacks from streets, provide for adequate rights of way and fencing on the Property, and generally provide for quality Improvements on the Property, thereby enhancing the value of investments made by purchasers of Lots therein.

1.2 Declaration Running with Land. The covenants, conditions and restrictions of this Declaration shall run with and shall inure to the benefit of and shall be binding upon (a) the Property; (b) the Declarant and its successors and assigns; (c) the Association; and (d) all persons having or hereafter acquiring any right, title or interest in a Lot or Lots and their respective heirs and personal representatives. These covenants, conditions and restrictions shall be building restrictions in accordance with Louisiana Civil Code Article 775 et seq. and predial servitudes, with each Lot being a dominant estate and a servient estate in accordance with Louisiana Civil Code Article 646 et seq., or servitudes by destination of owner under Louisiana Civil Code Article 741.

1.3 Development of Property. The Property (and each resubdivided Lot, including Tract "A") shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions and restrictions set forth in this Declaration.

Article 2 Definitions

This Article defines the capitalized terms used throughout the document.

2.1 Appointment Period. "Appointment Period" shall mean the period of time commencing as of the date of Recordation of this Declaration and continuing until the earlier of (a) the date on which Declarant voluntarily relinquishes (in writing) both its right to appoint members of the Board of Directors pursuant to Section 3.5 and its right to appoint the members of the Review Board in accordance with Section 8.12 or (b) the moment after all Lots in the Property have been conveyed by Declarant to non-Declarant Owners.

2.2 Articles of Incorporation. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

2.3 Assessment. "Assessment" shall mean an assessment for costs incurred by the Association as set forth in this Declaration, including but not limited to annual Assessments, Special Assessments, and Individual Assessments.

2.4 Assessment Year. "Assessment Year" shall mean the calendar year or such other twelve (12) consecutive calendar month period selected by the Board of Directors of the Association for the levying, determining and assessing of the annual Assessments under this Declaration.

2.5 Association. "Association" shall mean Manchac Reserve Property Owners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns.

2.6 Board of Directors or Board. "Board of Directors" or "Board" shall interchangeably mean the Board of Directors of the Association.

2.7 Budget. "Budget" shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration prepared pursuant to Article 4 and the By-Laws.

2.8 By-Laws. "By-Laws" shall mean the By-Laws of the Association adopted by the Board of Directors, as amended from time to time.

2.9 Colt Lane. "Colt Lane" shall mean the 30' private servitude of access known as Colt Lane as shown on the Final Plat.

2.10 Common Area. "Common Area" or "Common Areas" shall mean that portion of the Property which are designated as common areas by Declarant, which may include, but shall not be limited to Tract "STP", and the private servitudes of access known as Manchac Reserve Drive and Colt Lane, as shown on the Final Plat. "Common Area" or "Common Areas" also includes any Improvements (including but not limited to the access gate, mail kiosk, and sewer treatment plant) on that immovable property and all servitudes designated as common areas by Declarant. Declarant reserves the right to modify the Common Areas as indicated on a Final Plat from time to time. The Declarant reserves the right to dedicate Common Areas to the public or to grant servitudes for public use.

2.11 Declarant. "Declarant" shall mean Five S Developments, LLC, its successors and assigns. A person shall be deemed a "successor and assign" of the Declarant only if specifically designated in a duly recorded written instrument as a successor or assign of Declarant, and then only as to the particular rights or interests of Declarant under this Declaration. Notwithstanding the foregoing, a successor of Five S Developments, LLC, receiving all or substantially all of the Property owned by Declarant by reason of a foreclosure, dation en paiement, merger or consolidation, shall be deemed a successor and assign of Declarant.

2.12 Declaration. "Declaration" shall mean this Declaration, as amended from time to time.

2.13 Dwelling Unit. "Dwelling Unit" shall mean a residential building designed for human occupancy, not including any accessory building or garage.

2.14 Final Plat. "Final Plat" shall mean the document styled "Final Plat of Manchac Reserve, Lots 1 Thru 22 (Inclusive), Tract "A" Being a Subdivision of a 40.03 Acre Tract Being a Portion of the Original Adolph A. Babin & Ida Rheams Babin Estate & Tract "1-A" of the Beauchamp Estate Located in Section 41, T8S-R2E, Greensburg Land District, East Baton Rouge Parish, State of Louisiana for Five S Developments, LLC", recorded July 22, 2019 with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana at Original 409, Bundle 12970 attached hereto as Exhibit "B".

2.15 First Mortgage and First Mortgagee. "First Mortgage" shall mean the unreleased Mortgage of Record encumbering a Lot which has the first lien priority over all other unreleased Mortgages of Record encumbering the Lot. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

2.16 Improvements. "Improvements" shall mean all residences, Dwelling Units, improvements, buildings or other structures and any appurtenances thereto of every type or kind as are constructed or located on a Lot. Improvements shall include without limitation, fences, gates, walls, screening walls, pools, patios, patio covers, awnings, decorations, exterior surfaces, additions, walkways, garden sprinkler systems, utility connections, pools, fountains, mailboxes, garages, carports, roofs, chimneys, skylights, sidewalks, driveways, parking areas, screening walls, retaining walls, stairs, decks, fixtures, landscaping, lighting, antennae, satellite dishes, reception devices, solar panels or collectors, hedges, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, equipment, pipes, lines, cables, meters, towers, facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services and the painting or redecorating of such. Improvements shall not include impermanent seasonal decorations.

2.17 Lot. "Lot" shall mean any lot or parcel of land within the Property which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a Lot on the Final Plat. The term "Lot" shall include lots 1-22 and Tract "A" as shown on the Final Plat.

2.18 Manager. "Manager" shall mean any person or persons designated as Manager and employed by the Association to perform any of the duties, powers or functions of the Association.

2.19 Manchac Reserve Drive. "Manchac Reserve Drive" shall mean the 30' private servitude of access known as Manchac Reserve Drive as shown on the Final Plat.

2.20 Mortgage. "Mortgage" shall mean any unreleased mortgage or other similar instrument of Record, given voluntarily by an Owner, encumbering the Owner's Lot to secure the performance of any obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. "Mortgage" shall not include a judgment lien, mechanic's lien, tax lien or other similar involuntary lien or involuntary encumbrance upon a Lot.

2.21 Mortgagee. "Mortgagee" shall mean the Person who is the mortgagee under a Mortgage and the successors and assigns of such Person as holder of the Mortgage interest.

2.22 Notice and Hearing. "Notice and Hearing" shall mean a written notice and a public hearing before the Board of Directors or a tribunal appointed by the Board of Directors, in the manner provided in the By-Laws.

2.23 Owner. "Owner" shall collectively mean a Person or all Persons (including Declarant) who hold full or partial title of Record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

2.24 Person. "Person" shall mean a natural person, a corporation, a partnership or any other entity.

2.25 Record, Recorded or Recordation. "Record" or "Recorded" or "Recordation" shall interchangeably mean the filing for record of any documents in the mortgage and/or conveyance records of East Baton Rouge Parish, Louisiana.

2.26 Review Board. "Review Board" shall mean Manchac Reserve Architectural Review Board as appointed by the Declarant or Board of Directors from time to time pursuant to this Declaration.

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

2.28 Special Assessment. "Special Assessment" shall mean a charge against an Owner and such Owner's Lot representing a portion of the costs to the Association for the purpose of funding major capital repairs, maintenance, replacements and Improvements.

Article 3 Association Operations

This Article explains how the Association is managed and the voting rights of Owners.

3.1 Association. The Association is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Articles of Incorporation and the By-Laws.

3.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except during the Appointment Period as stated below, the numbers, term, election

and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and/or the By-Laws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of its responsibility for management of the affairs of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Owners, except as otherwise specifically provided in this Declaration.

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

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

3.5 Membership of Board of Directors. During the Appointment Period, the Board of Directors shall consist of up to three (3) directors, and Declarant shall have and hereby reserves the continuing right to appoint and remove (at any time and in its sole discretion) the directors during such Appointment Period. Following the Appointment Period, the Board of Directors shall consist of three (3) directors.

Article 4 Duties and Powers of Association

This Article explains the authority of the Association, the extent of its powers, the guidelines it must follow in carrying out its responsibilities, and the levying of Assessments.

4.1 General Duties and Powers of Association. The Association has been formed to further the common interests of the Owners. The Association, acting through the Board of Directors or through Persons to whom the Board of Directors has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Common Areas.

4.2 Acceptance of Property. The Association shall accept title to any Common Areas without any warranty whatsoever.

4.3 Management and Care of Common Areas. The Association shall manage, operate, care for, maintain and repair the Common Areas, and the servitudes provided for in Article 5 and all Improvements thereon, including but not limited to Manchac Reserve Drive, Colt Lane, the mail kiosk, sewer treatment plant, access gate, walls, and fences (unless such items are donated to the public by Declarant), and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners, or may delegate this responsibility to others. This duty of the Association to manage and care for the Common Areas shall in no way limit or waive the right of the Association to seek indemnity from any Owner for any damages caused by the negligence of individual Owners or their contractors, guests or invitees within Manchac Reserve Subdivision.

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

4.5 Duty to Provide Financial Reports. The Association shall provide for annual reports of the Budget, the Assessments and the accounts of the Association. Copies of the report shall be made available to any Owner who requests a copy of the same upon payment of such Owner of the reasonable cost of copying the same.

4.6 Architectural Approvals. The Association shall assist the Review Board in connection with architectural approvals as provided in this Declaration.

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

4.8 Manchac Reserve Drive and Colt Lane. Declarant is the fee title owner of Manchac Reserve Drive and Colt Lane and hereby reserves the right to dedicate to the public all or any portion of Manchac Reserve Drive and/ or Colt Lane. Unless publicly dedicated by Declarant, Manchac Reserve Drive and Colt Lane shall remain private access drives and shall be maintained, repaired, resurfaced and replaced by the Association at the expense of the Owners. Declarant shall have the sole authority to grant servitudes, permits and licenses of access, utility, drainage, water facility and other servitudes in, on, over, across or under Manchac Reserve Drive and Colt Lane.

4.9 Builders, Contractors and Architects. The Review Board will review and approve, on a case by case basis and in its sole discretion, all chosen builders, contractors and architects. It is the responsibility of the Owner of the Lot to comply with all building and design

guidelines set forth in this Declaration, regardless of which builder, contractor or architect is chosen. The Review Board shall have the power to determine that any builder, contractor or architect is unsuitable for construction work on the Property and to prohibit the builder, contractor or architect from working on any project on the Property, or on any Lot. All builders, contractors and architects must be licensed and approved by the Association.

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

4.11 Design Guidelines. The Association may from time to time adopt, amend, repeal and enforce the Design Guidelines. In the event of any conflict between the Design Guidelines and this Declaration, this Declaration shall prevail. The Association shall have the power to enforce the provisions of this Declaration, and the Design Guidelines and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner.

Article 5 Servitudes Over The Property

This Article provides a right for the Owners and the Association to use portions of Lots and to use the Common Areas. Various other servitudes are granted herein, including servitudes for access, drainage, fencing, and utilities. Finally, the Declarant reserves the right to allow the public to use all of the servitudes mentioned above.

5.1 Servitudes for Access and Sidewalks. Declarant hereby grants to the Association, the Owners and their respective successors and assigns, (a) a non-exclusive predial servitude and right of use upon, over, and across the sidewalks constructed on each Lot along Manchac Reserve Drive and Colt Lane; and (b) a non-exclusive servitude of pedestrian and vehicular access over Manchac Reserve Drive and Colt Lane, subject to this Declaration and the Rules and Regulations. To the extent that these non-exclusive servitudes and rights of use exist in favor of the Owners, it shall be appurtenant to each Owner's Lot and shall automatically pass with the title to the Lot. The sidewalks located on a Lot shall be maintained by the Owner of the Lot on which it is located.

5.2 Servitude for Access and Fences in Favor of Owners. Declarant hereby grants for the benefit of all Lot Owners, their guests, contractors and invitees, a nonexclusive predial servitude and right of use upon, over and across the perimeter of all Lots in order to construct, repair, replace and maintain a fence around Manchac Reserve Subdivision. Each Lot Owner shall maintain the fence on its Lot in good condition. In the event that the Declarant constructs a

fence around Manchac Reserve Subdivision, each Lot owner must maintain, repair, and replace such fence and may not change the aesthetics or type of fence. "Good Condition" for purposes of the fence, means that the fence shall be painted or otherwise maintained in a neat appearance, and broken or rotten material shall be periodically replaced, with mildew and dirt periodically removed. In the event that an Owner fails to maintain, repair or replace the fence on his Lot in good condition, the Association shall have the right to maintain, repair and replace the fence at the Owner's cost and assess the same to the owner as an Individual Assessment.

5.3 Private Utility Servitude. Declarant hereby grants a twelve foot (12') private utility servitude upon, over and across each Lot as shown on the Final Plat. This servitude is for the benefit of all utility companies designated by Declarant to provide Lot Owners with utilities and will allow the necessary infrastructure to be constructed so that all Lots may utilize this utility servitude. Declarant hereby reserves to publicly dedicate any of all of the private utility servitudes.

5.4 Additional Servitudes. This is hereby reserved for the benefit of the Association and granted by Declarant to the Association, the Owners and their respective successors and assigns, those servitudes evidenced on the Final Plat.

5.5 Sewer Treatment Plant Servitude. Declarant hereby grants for the benefit of each Lot (and any operator of the sewer treatment plant located thereon), a nonexclusive predial servitude of utilities, access and passage over and across Manchac Reserve Drive for purposes of utilities and vehicular and pedestrian access to Tract "STP".

5.6 Cemetery Access Servitude. Declarant hereby grants in favor of relatives and guests of any deceased party that is laid to rest in the cemetery that is located on the tract of property to the west of the subdivision, (a) a thirty (30') foot wide non-exclusive servitude of pedestrian and vehicular access over Manchac Reserve Drive and Colt Lane; and (b) a non-exclusive servitude of pedestrian access over the thirty (30') foot wide strip of property located along the western boundaries of Lots 15-22, inclusive. The access servitude located along the western boundaries of Lots 15-22 shall be maintained by the Owner of the Lot on which it is located and shall not be gated or fenced to limit or prevent access.

5.7 Drainage Servitude. Declarant hereby grants in favor of each Lot a non-exclusive servitude of drainage and detention over the portion of Tract "A" marked as "Req'd. 30' Private Drainage Servitude" as shown on the Final Plat into the "existing pond" located on Tract "A" and into Bayou Manchac to the south of the Property.

5.8 Tract "A" Servitudes. Declarant hereby grants in favor of Tract "A" and the owner of Tract "A", his successors and assigns: (a) a non-exclusive predial servitude of access upon, over, and across the sidewalks constructed on each Lot along Manchac Reserve Drive; (b) a non-exclusive predial servitude of pedestrian and vehicular access over Manchac Reserve Drive; (c) a non-exclusive twelve foot (12') private utility servitude upon, over and across each Lot as shown on the Final Plat for the purpose of the owner of Tract "A" tying into the utilities located within such twelve foot (12') private utility servitude areas; and (d) a non-exclusive fifteen foot (15') private sewer servitude upon, over and across each Lot as shown on the Final

Plat for the purpose of the owner of Tract "A" tying into the private sewer infrastructure located within such fifteen foot (15') private sewer servitude areas, all subject to this Declaration and the Rules and Regulations.

Article 6 Declarant's Rights and Reservations

This Article reiterates that the Declarant is entitled to special privileges with regard to the Association during the Appointment Period and with regard to the Declaration. The Declarant is not required to pay Assessments on Lots owned by it during the Appointment Period.

6.1 Declarant's Rights. Notwithstanding any other language or provision to the contrary in this Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations of the Association, at any time prior to the expiration of the Appointment Period, Declarant may amend or supplement this Declaration in its sole discretion, at any time, without the approval of any Person, Owner or Mortgagee, by recording an instrument in the Records of the Office of the Clerk of Court in East Baton Rouge Parish, Louisiana. Any amendment or supplement made pursuant to this Section shall be certified by Declarant as having been duly approved by Declarant, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. The rights and reservations of Declarant set forth in this Declaration shall be deemed reserved in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any property within the Property is conveyed by Declarant, whether or not specifically stated therein. The rights and reservations of Declarant shall be superior to any other rights or provisions of this Declaration or any Association documents and may not be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section, without the written consent of the Declarant. Declarant's written consent to any one (1) such amendment shall not be construed as consent to any other or subsequent amendment. Declarant shall have and hereby reserves the right to modify, amend and supplement the Final Plat, including but not limited to layout, design, locations, enlargement, reduction and/or removal of Lots and Common Areas.

6.2 Declarant's Rights to Use Common Areas in Promotion and Marketing of the Property. Declarant shall have and hereby reserves the right to use of Common Areas and of services offered by the Association in connection with the development, construction, promotion, marketing, sale, leasing and management of Lots. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Common Areas such signs, temporary buildings, and other structures, including sales offices and Improvements, as Declarant may deem necessary or proper in connection with the development, construction, promotion, marketing, sale, leasing and management of Lots.

6.3 Assessment for Unsold Lots. Notwithstanding any other language or provision to the contrary in this Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations of the Association, with respect to each Lot owned by Declarant or its affiliates, for so long as Declarant or its affiliates retains title to such Lot, whether improved or unimproved, Declarant and its affiliates shall not be obligated to pay any Assessments on such Lot. To the extent that Declarant or its affiliates voluntarily decide to pay all or any portion of an Assessment on a Lot it owns, Declarant or its affiliates shall have the option, at its sole discretion, to either

pay Assessments on such Lot, which shall be assessed, for Assessment purposes, at a rate equal to the Assessment rate which would otherwise be applicable to such Lot if it were owned by a non-Declarant Owner or to fund, on a non-reimbursable basis, any deficit which may exist between Assessments and the annual budget of the Association, or to fund all or any portion, on a reimbursable or loan basis, any deficit which may exist between Assessments and the annual budget of the Association.

Article 7 Assessments

This Article describes the procedure the Association must follow to levy Assessments and declares that if the Assessment remains unpaid, it will accrue interest at a yearly rate of 12%. It also explains the privilege granted to the Association to file a lien on the Property if the Assessment is delinquent. Only a First Mortgage will outrank this lien, and the Association is permitted to recover attorney's fees if necessary to collect the unpaid amount. Finally, the lien provides the Association with the right of foreclosure as a means to collect any delinquency.

7.1 Determination of Assessments. Assessments shall commence as to each Lot, on the date Declarant conveys or transfers a Lot to any Person that is not an affiliate of Declarant and shall be due and payable in such manner and on such schedule as provided in this Declaration or as the Association may provide in its sole discretion. The Association has the specific right to levy and collect (by legal proceedings if necessary) from each Owner an Assessment in an amount it determines is necessary in order to maintain, repair and replace all Common Areas, servitudes and the improvements thereon (unless such items are donated to the public by Declarant), including but not limited to Manchac Reserve Drive, Colt Lane, the mail kiosk, sewer treatment plant, access gate, walls, fences, landscaping, and servitudes and provide all other services generally undertaken or furnished by the Association. It shall be the duty of the Board of Directors, at least thirty (30) days prior to the Association's annual meeting, to prepare a Budget covering the estimated common expenses during the coming year, such Budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the Budget and the proposed total of the annual Assessments to be levied against Lots for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The Budget and the annual Assessments shall become effective unless disapproved at the annual meeting by either (i) Declarant during the Appointment Period, or (ii) following the Appointment Period, by a vote of the majority of the votes of the Owners who are voting in person or by proxy at such meeting (provided that it shall require a vote of at least fifty-one percent (51%) of the total membership to disapprove the Budget). Notwithstanding the foregoing, in the event the Association fails for any reason to determine the Assessments for the succeeding year, then and until such time as the Assessments shall have been determined as provided herein, the annual Assessments in effect for the then current year shall be increased by the factor provided in the Consumer Price Index (all Urban Consumers, United States City Average, All Items 1967-69 = 100), or its successor index, and such increased Assessments shall be implemented for the succeeding year, until the new Assessments shall have been approved as provided above. The approval of the Assessment shall include the right to commence legal enforcement action without separate approval. Except for the rights of the Declarant during the Appointment Period, Assessments shall be in equal amounts per Lot and shall be made in writing directed to the Owner of the Lot. In addition to using the revenue for

the purpose specified herein, the Board of Directors may use the revenue for such purposes as will, in the opinion of the majority of the Board of Directors, benefit all of the Owners. Only a First Mortgage will outrank any lien for unpaid Assessments, and the Association is permitted to recover attorneys' fees if necessary to collect the unpaid amount. The amount of the initial Assessment shall be determined at the first meeting of the Board of Directors. Assessments may subsequently be increased in accordance with the By-Laws.

7.2 **Individual Assessments.** The Association may levy an Assessment against any Owner if the misconduct or negligent failure of such Owner (or the contractors, family, tenants, agents, guests, or invitees of any Owner) to comply with this Declaration, the Articles of Incorporation, By-Laws, or Rules and Regulations shall have resulted in the expenditure of funds by the Association to remedy a problem or to cause such compliance. Such Assessment shall be known as an "**Individual Assessment**". The amount of the Individual Assessment shall be due and payable to the Association thirty (30) days after notice to the Owner of the decision of the Association that the Individual Assessment is owing. The Association reserves the right to establish reasonable fines for failure to comply with any obligations imposed on Lot owners as described herein and such fines may be assessed as an Individual Assessment.

7.3 **Special Assessments.** The Association may levy an Assessment against each Owner for the purpose of funding major capital repairs, maintenance, and replacements of the Common Areas and the improvements thereon (including resurfacing streets) or shortfalls in the approved Budget. Such Assessment shall be known as a "**Special Assessment**". The amount of the Special Assessment shall be due and payable to the Association thirty (30) days after notice to the Owner of the decision of the Association that the Special Assessment is owing.

7.4 **Interest on Unpaid Assessments.** All Assessments that have been levied shall bear interest at the rate of twelve (12%) percent per annum from date due until paid and shall be subject to late charges as assessed by the Association from time to time.

7.5 **Lien to Enforce Assessments.** In the event an Owner fails to pay an Assessment on the date due, the Association may elect to file a claim of lien against the Lot of an Owner by recording a notice setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c) the legal description and municipal address of the Lot against which the lien is claimed; and (d) the name of the Owner of the Lot as shown upon the records of the Association. The notice of lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall be prior to any declaration of homestead rights and any other lien, encumbrance or Mortgage encumbering the Lot; provided, however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien created by the notice of lien. The lien shall secure all amounts set forth in the notice of lien, as well as all subsequently accruing amounts (including reasonable attorneys' fees). The lien shall continue until the amounts secured by it and all subsequently accruing amounts (including reasonable attorneys' fees) are fully paid or otherwise satisfied. When all amounts claimed under the notice of lien and all other costs (including reasonable attorneys' fees) and Assessments which have accrued subsequent to the filing of the notice of lien have been fully paid or satisfied, the Association shall execute and record a notice releasing

the lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Louisiana. The lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a previously recorded First Mortgage shall extinguish the lien, but it shall not relieve the purchaser or the transferee of the Lot from liability for, or the Lot from the lien of, any Assessments, late charges, interest and costs of collection (including reasonable attorneys' fees) made thereafter. Any delinquent Assessments and costs of collection (including reasonable attorneys' fees) which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots as a common expense.

Each Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due (and if the Lot is co-owned the obligation shall be an in solido obligation for all Owners). The act of acquiring a Lot against which such a privilege and lien shall have been recorded shall constitute an assumption by the person so acquiring the Lot of the indebtedness represented thereby and shall become the personal contractual obligation of such person, and subject him to a personal action thereon, in solido, with the former delinquent Owner.

7.6 Tract "A" Exempt From Assessments. Notwithstanding any provisions to the contrary set forth in this Declaration, Tract "A", which is a Lot, shall be wholly exempt from all Assessments, Individual Assessments and/or Special Assessments which may otherwise be levied pursuant to the Declaration, and the Association shall have no right to levy Assessments, Individual Assessments, or Special Assessments against Tract "A" or file a claim of lien against Tract "A" or the Owner of Tract "A", but Tract "A" shall be subject to the building restrictions set forth herein. Tract "A" contains a private pond that is reserved for use by the owner of Tract "A" only (but is subject to the servitude of drain and detention as described herein), and no other Lot Owner is entitled to any right of use or view of such pond.

Article 8 General Restrictions Applicable to Property

This Article details the specific use restrictions and design guidelines applicable to all Lots in Manchac Reserve Subdivision. It also describes the procedures by which the Architectural Review Board performs its functions.

8.1 Restrictions on Use. The following restrictions on use shall apply equally to the Property and each Lot:

8.1.1 Residential Use Only. Lots shall be used for single family residential purposes only. No part of any Lot shall be used for commercial uses, live/ work units, apartment houses, group homes, offices, for the conduct in the home of occupations such as medical, real estate or other offices or shops of any kind. No school, church, assembly hall or group home of any kind (including without limitation any "community home" as defined in La R.S. 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such.

8.1.2 No Temporary Structures. With the exception of a Dwelling Unit, no other improvement, trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently. Temporary structures are permitted only in connection with the construction of Improvements on the Property and must be removed within one hundred twenty (120) days from being placed on the Property. Dwelling Units may not be occupied until completed in accordance with approved plans and specifications.

8.1.3 Free of Debris. No Lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Upon completion of the Improvements, all debris shall be removed from the Lot immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free of noxious odors and insects. No building materials may be kept on site except in connection with the construction of Improvements approved by the Review Board. Each Owner of a Lot shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials and supplies, and/or any equipment which is stored outside. Items will be considered screened only if they are not visible from the street or adjacent properties.

8.2 Solar Panels and Skylights. No Owner shall install outside any Improvements on a Lot any solar panels or solar collectors of any kind, without the prior written permission of the Review Board. To the extent permitted, solar panels and solar collectors shall be placed within the rear yard or attached to the rear roof of Improvements on a Lot and shielded from view unless another location is approved in writing by the Review Board. To the extent that another location is permitted by the Review Board, the location shall be an inconspicuous location on a Lot that minimizes the view of such panels or collectors from Manchac Reserve Drive. The Review Board may adopt Rules and Regulations for the location, appearance, camouflaging, installation, maintenance, and use of such panels or collectors to the extent permitted by law. Skylights shall not be located on the front elevation of any Improvements on a Lot. Only flat skylights are allowed. No bubble skylights will be permitted.

8.3 Electrical and Sound Equipment. No Owner shall install outside any Improvements on a Lot any radio, television, antenna, or other electrical equipment, fixtures or items of any kind, without the prior written permission of the Review Board. Notwithstanding the foregoing, in order to comply with the Telecommunications Act promulgated by the FCC, nothing herein shall be construed to prohibit or impair the installation, maintenance or use of the following:

a. antennas that (i) are one meter or less in diameter, and (ii) are designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite;

b. antennas that (i) are one meter or less in diameter or diagonal measurement, and (ii) are designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than

via satellite;

c. antennas that are used to receive local television broadcast signals; or

d. a mast supporting any of the antennas described in sections (a), (b) or (c) above;

provided, however, that such items shall only be allowed to be placed within the rear yard or attached to the rear roof of Improvements on a Lot and shielded from view unless another location is approved in writing by the Review Board. To the extent that the rear yard location unreasonably prevents reception or imposes unreasonable expenses upon the Lot Owner when compared to another location, the Review Board shall approve another location such as a side yard but may designate a side yard location that may not be viewed from the street in front of the Lot. If the side yard also unreasonably prevents reception or imposes unreasonable expenses the front yard shall be approved but the Review Board shall have the right to designate an inconspicuous location in the front yard of a Lot that minimizes the view of such device from Manchac Reserve Drive. The Review Board may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of such devices to the extent permitted by law.

All radio, television antenna or other electrical equipment of any kind or nature installed or used in or outside each Improvements on a Lot shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment installed in or outside such Improvements. Satellite reception devices other than those described above are prohibited, except as the Review Board may approve.

8.4 Combination of Lots. Subject to the prior approval of the Review Board, nothing in this Declaration shall prohibit an Owner of any two adjoining Lots having frontage on the same street from erecting an Improvement on the two Lots, which, with the exception of Assessments and voting rights, shall be considered, for the purpose of this Declaration, as one Lot. However, the Improvements must be on a scale comparable to other houses in the subdivision. The adjacent Property is to be used for a yard or accessory buildings.

8.5 No Resubdivision. No Lot or Lots shall be sold except with the description as shown on the Final Plat. No Lot may be subdivided or re-platted without the written consent of the Declarant and the Review Board.

8.6 Outside Lighting, Etc. Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Review Board, and any standard adopted respecting any restrictions in this regard shall be final. Lighting shall be shielded and contained completely on the Lot. Any permitted music devices shall be kept at a reasonable level that cannot be heard from an adjoining Lot.

8.7 No Signs. No signs of any kind, except standard real estate signs, seasonal decorations or signs required by law to be posted, shall be displayed to the public view on or from any Lot without the prior consent of the Review Board. For those signs permitted herein,

the maximum size shall be twenty inches (20") by thirty inches (30") and shall not exceed a total of one sign per Lot.

8.8 No Noxious Activity. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other Owners of Lots. No offensive or unlawful use, including but not limited to excessive on-street parking, shall be made of any Lot, the Common Area, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance or modification, are enforceable in the same way as the responsibility for the maintenance and repair of the Lot concerned.

8.9 Common Areas. Nothing shall be altered, or constructed in, or removed from, the Common Areas as shown on the Final Plat, except upon the written consent of the Review Board. There shall be no storage or obstructions placed or parking on any Common Area without the prior written consent of the Review Board. Lot Owners shall not be permitted to alter any fence constructed or maintained by the Association. No objects may be placed in a manner that interferes with the appearance, use or maintenance of these fences.

8.10 Responsibility for Lots and Mowing. Each Owner shall be responsible for the maintenance of all landscaping on his Lot, and for maintaining his Lot, Improvements, sidewalks and driveway in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Board of Directors may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorneys' fees. The Association maintains the right to assess a monetary fine against any Lot Owner who violates this provision or any other provision contained in this Declaration in an amount determined by the Board of Directors. Any amounts incurred by the Association shall be considered an Assessment and enforced in accordance with Article 7.

8.11 Pets. Only customary domestic household animals are permitted (such as dogs, cats and fish), and shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance or danger. Animals shall not roam freely, but must be leashed. No pets, animals or fowl may be kept or maintained for commercial purposes or for breeding, and animals such as chickens, rabbits, fowl, goats, pigs, snakes and reptiles are specifically prohibited (and shall not be deemed customary domestic household animals). No pet shall be allowed to leave its excrement on any Lot or a Common Area. Pets shall not be permitted upon any Lot or Common Area unless accompanied by an adult and unless carried or leashed. Any Owner who keeps or maintains any pet shall be deemed to have indemnified and agreed to hold the Association and other Owners free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet on the Property. The Association may designate specific pet areas in the Rules and Regulations and Owners shall be responsible for cleaning up after their pet. Any animal or pet that creates a nuisance, disturbance, danger or noise may be permanently removed prohibited from the Common Areas and any Lot. All pets shall be subject to the Rules and Regulations. All pets shall be registered and inoculated as required by law. The

Association may establish fines and charges for violation of this Declaration and the Rules and Regulations, which shall be a Individual Assessment. The Association reserves the right to remove any pets or animals, or to require any Owner, tenant or occupant to remove pets or animals, which violate this Declaration or the Rules and Regulations. Notwithstanding the foregoing, it is expressly declared that the Rules and Regulations relative to pets and animals may regulate the number and size of pets, prohibit the keeping of animals other than customary domestic household pets, designate specific areas within the Common Areas where pets may be walked, prohibit pets on other areas, and restrict the rights of tenants to keep pets.

8.12 Architectural Review Board. There is hereby created Manchac Reserve Architectural Review Board ("**Review Board**") to be composed of up to three individuals appointed by the Board following the Appointment Period. During the Appointment Period, the Review Board shall be appointed and removed by the Declarant at any time in its sole discretion. Except during the Appointment Period, two of the three members of the Review Board shall be Owners. The members of the Review Board shall serve for three year terms, unless removed (which may occur at any time) by the Board of Directors prior to expiration of the term and shall serve without pay or any other compensation. The first members of the Review Board are:

a) Andre Smith

b) Ty Harvison

c) Lionel Bailey

The Review Board may engage the services of architects and engineers to help in its review of design plans.

8.13 Prior Plan Approval. All plans for the construction or physical alteration of any Improvements to or on a Lot shall comply with the design guidelines and shall be submitted to the Review Board in advance according to the following procedures:

8.13.1 Specific Plan Requirements. No Improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereto be made, on any Lot, until: (a) plans and specifications prepared or stamped by an approved architect licensed under the laws of Louisiana, showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the Lot and plans for landscaping of the Lot on which the Improvements are to be erected and shall have been submitted to and approved in writing by a majority vote of the Review Board and a copy thereof as finally approved lodged permanently with the Review Board; and (b) the name and license number of any proposed builder is submitted in writing by the Owner to the Review Board and approved. The requirement that the plans be prepared by an architect licensed under the laws of the state of Louisiana may be waived by the Review Board in its sole discretion, provided the Improvement that is designed is approved by the Review Board. Additionally, the Review Board must be given seven (7) days written notice prior to the pouring of any slab on any Lot.

8.13.2 Number of Plans. Two sets of plans, including plot plan, must be submitted for Review Board approval. One set of plans shall be retained by the Review Board and signed for approval and one set of plans shall be returned to the Owner.

8.13.3 Scope of Review. All Lot Owners shall comply with the review process and submission requirements set forth herein. Plans and specifications are required to be submitted to the Review Board for approval in two phases: (i) preliminary review and (ii) final review. At the time of submission for preliminary review, the Owner shall submit a nonrefundable review fee as described in 8.13.7. The Review Board shall review the plans to ascertain that the Improvements will strictly comply with the design guidelines and all of the restrictions set forth in this Declaration and conform to the character of the neighborhood. In order to assure that location and size of Improvements will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of the other Improvements, large trees, common facilities and similar considerations, the Review Board shall have the absolute and sole right to control and decide the precise site, location, and orientation of any Improvement or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot to recommend a specific size and site. The criteria for approval by the Review Board is intended to be subjective and not objective and all criteria for approval or disapproval for proposed plans cannot be determined in advance of presentment. Each Owner hereby agrees to such subjective criteria for approval by the Review Board.

8.13.4 Standards for Review. The Review Board shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. The Review Board may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants.

8.13.5 Finality of Decision. The decisions of the Review Board shall be in its sole discretion and shall be final, binding and nonappealable.

8.13.6 Variances. The Review Board, at its discretion, has the right to approve any waivers or deviations from the restrictions contained in this Declaration that it deems are appropriate. Further, written approval of the Review Board must be obtained by an Owner for any waiver of the governmental ordinances the Owner seeks to obtain; any waiver granted by a governmental authority without the prior written approval of the Review Board must nevertheless receive Review Board approval. The Review Board shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against an Owner to enforce these restrictions.

8.13.7 Review Fee. The Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting

architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be One Thousand and No/100 Dollars ($1,000.00) and the Review Board shall have the right to increase this amount from time to time, and shall have the right to increase the fee should revised plans fail to incorporate comments of the Review Board. The fee shall be due at the time of submission for preliminary review. For subsequent Improvements, changes or alterations of any kind made on the Lot, the amount of the review fee shall be determined by the Review Board.

8.13.8 Construction Deposit. Upon submission to the Review Board of the construction plans for approval, the Owner shall make (or the Owner shall cause his builder to make) a Ten Thousand and No/100 Dollars ($10,000.00) construction deposit payable to the Association ("**Construction Deposit**"). The purpose of the Construction Deposit is to insure a clean job site, compliance with the covenants, conditions and restrictions contained in this Declaration, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Review Board to the Association, and to the Owner, regarding any violations or damage caused by the construction. Examples of damage are the breaking or damaging of any sidewalk or curb in Manchac Reserve Subdivision, "rutting" of any rights of way, servitudes or other Lots in Manchac Reserve Subdivision caused by construction related vehicles, the spilling of concrete or dirt on any streets or other areas of Manchac Reserve Subdivision, damaging landscaping and any trash or debris dispensed in Manchac Reserve Subdivision. If the violation or damage has not been corrected within five (5) days after the date of the notice, the violation or damage may be corrected by the Review Board or the Association and the cost of the same shall be charged to the Owner. Said amount will be deducted from the Construction Deposit until said deposit is exhausted, at which time the Owner will be billed for any additional expense. The Association shall have the right to impose an Individual Assessment against the Lot for such costs, and may file a lien to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill in the same manner used for collecting Assessments. If no violations or damages occur, the Construction Deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of Improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in this Declaration. To the extent any of the Construction Deposit was spent for correction of any violations or damage, any balance will be refunded to the Owner after the satisfactory completion of the Improvements and landscaping.

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

other rights to which such member of the Review Board may be entitled but shall be in addition to such other rights.

8.13.10 Foundations and Improvements. Foundations and Improvements shall be designed by the builder, designer or architect of each Lot. The Review Board's approval of construction plans for a Lot is limited to those matters covered in this Declaration and not structural design or engineering, for which the Review Board takes no responsibility.

8.14 Restrictions on Improvements. All Improvements on each Lot shall strictly comply with the following restrictions:

8.14.1 Design Guidelines. The design, location, colors, style and materials that may be used for chimneys, fireplace flue enclosures, exterior materials, porches, columns, doors, entries, windows, shutters, dormers, roof ventilation, cornices, rakes, gutters, downspouts, equipment, trash receptacles, and lighting shall be submitted to the Review Board for approval. The Review Board will encourage use of traditional Louisiana, French or Spanish design styles, without any modern variation.

8.14.2 Building Height. Building Height. No Improvements shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half (2 ½) stories in height or thirty-five feet (35'), with other accessories incidental to residential use of the Lot, such as swimming pools, bathhouses and/or gazebos.

8.14.3 Garage and Carport Locations. All residences shall have a garage attached to the residence on the Lot that will accommodate not less than two (2) and not more than four (4) automobiles. All garages must be located in the rear of the Lot. Garages shall hold not more than four (4) cars and be equipped with automatic doors approved by the Review Board. Garages must have a separate door for each car space when doors face a street;. All garage doors must remain closed except for ingress and egress. Windows in garages that face the street must have appropriate window treatments to screen the garage interior from the street. Carports shall hold not more than three (3) cars. Any proposed non-attached garages must be approved by the Review Board.

8.14.4 Accessory Building. Gazebos, pigeonniers, pergolas, barns, outbuildings and other detached structures should relate architecturally to the design of the Improvements in both form and material. Details and locations of all accessory buildings and/or detached structures must be submitted for approval with plans and must be approved by the Review Board.

8.14.5 Driveways and Walkways. Driveways shall be constructed of brick or concrete. Stained concrete and aggregate shall be approved, in the sole discretion of the Review Board, on a case by case basis. Granular materials such as gravel, crushed stone or dirt are not permitted for use on driveways. Walkways shall be constructed on each Lot consisting of hard surfaced paths constructed of brick or stone leading from the street to the front entrance of the principal Improvement on a Lot and must be a minimum of

forty-two inches (42") wide. Plain concrete walkways are not permitted without sufficient brick trim.

8.14.6 Driveway Locations. Driveways shall be located as shown on the Driveway Plan and must be a minimum of two feet (2') from the side property line. In order to preserve the continuity of streetscape, one curb cut will be allowed for each driveway on any given street (Lots that have frontage on two streets may have one curb cut on each street). All proposed driveway locations must be approved by the Review Board. In no event may the driveway cross the front of the home. Guest parking must be accessed from the driveway and not as an additional curb cut from the street.

8.14.7 Parking. All Lots must provide a minimum of three (3) off street parking spaces at garage locations at a size of no less than nine feet by eighteen feet (9'x18'). All automobiles owned or used by Owner or occupants of any structure located on any Lot (other than temporary guests and visitors remaining for less than forty-eight (48) hours) shall, be parked in garages, or in parking spaces constructed on the Lot and must be completely screened from the view of any street. No vehicle shall be parked on any street or in front of Lots on a frequent, regular or permanent basis after construction of the Improvements are completed. No vehicles may be parked on any driving surface in any manner that blocks the driving surface of any road or private driveway. Any unregistered, unauthorized or illegally parked vehicle of any kind will be towed at the expense of the owner of the vehicle. The Association shall have the authority to promulgate Rules and Regulations to govern vehicle operation and parking in the Property. Furthermore, although not expressly prohibited hereby, the Association may at any time prohibit motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being operated upon any portion of the Property. The keeping of a mobile home, trailer, or recreational vehicle (RV), either with or without wheels, on any Lot covered by this Declaration is prohibited. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any Lot, except (a) within enclosed garages, screened carports, or in workshops or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

8.14.8 Minimum Square Footage. Improvements built on the Lots shall contain a minimum of 2,700 square footage of living space, exclusive of all porches, storerooms, garages and carports. The Review Board shall have the authority to reduce the minimum square footage by ten percent (10%) on a case by case basis.

8.14.9 Exterior Materials. Any Improvement erected, placed or altered shall not be constructed exteriorly of imitation brick, stone, or aluminum/vinyl siding. Acceptable materials are: wood or smooth cement board siding, brick, and stucco or other acceptable material approved by the Review Board. All exterior materials shall be appropriate to the selected architectural style of the Improvements on a Lot. All painted exteriors must have at least two (2) coats of paint in addition to primer. All decks must be painted or color stained. No decks shall be allowed in the front of the home. All porches at the front of the home must be painted. All stoops and steps must be composed of either

brick, stone or wood painted to match the porch. No more than six inches (6") of slab may be visible from any street. Use of brick overlay or other acceptable material is required to ensure compliance.

8.14.10 Fireplace Material. Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be screened from view by brick, stucco or other acceptable exterior material approved by the Review Board. The top of the chimney must be covered by a chimney cap made of stucco, brick, slate or copper, and consistent with the style of the Improvements on the Lot. An exposed spark arrester on a manufactured fireplace flue is not acceptable.

8.14.11 Windows. All windows visible from a public street must be wood or have the appearance of a true wood window with extruded divided lites unless deemed inappropriate by the Review Board. The Review Board shall have the sole and absolute discretion to alter this requirement.

8.14.12 Shutters. Where shutters are deemed appropriate, shutter width shall be proportionate to the window (i.e., ½ the window width). Shutters on front elevations must appear operable with appropriate hardware. All shutters must be approved by the Review Board. Shutter details must be shown on elevation drawings, including the number of battens. Picture windows should not have shutters. Closed shutter windows shall not have battens showing, but the window shall be framed and the attendant appropriate hardware shall be included.

8.14.13 Window Coverings. Any window covering placed on any windows facing any street must be lined with a white or off-white backing unless otherwise approved by the Review Board. Window coverings shall be uniform across the front elevation in order to give a consistent appearance when viewing the residence from the front of the Lot. No foil, sheets, reflective materials, paper or other inappropriate material or bright colors shall be used on any windows on a temporary or permanent basis. Window mounted heating or air-conditioning units will not be permitted.

8.14.14 Gutters. All roof gutters shall be half round with round downspouts or ogee style to match the trim. Gutter colors must be submitted for approval by the Review Board.

8.14.15 Roof Pitch and Materials. The minimum roof pitch for residences shall be 8/12. Roof pitches shall be appropriate to the architectural style of the Improvements on the Lot. Acceptable roofing materials are: architectural type asphalt shingle equal to or greater than Elk Prestique II with clay ridge tiles, copper, slate, cedar, and traditional metal roofing or other acceptable material approved by the Review Board. No conical type roofing shall be allowed. The Review Board must approve all roof colors.

8.14.16 Ceiling Height. All residences shall be constructed with a minimum ceiling height on the ground floor to be not less than ten feet (10') high.

8.14.17 Servitudes. Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the Final Plat.

8.14.18 Underground Utilities. Electric on each Lot shall be underground only.

8.14.19 Playground Equipment. Playground equipment and swing sets may be made of wood, metal, or plastic. Metal equipment must be kept in good condition, free of rust and chipping paint. Wood is recommended. All such playground equipment must be placed in the rear or the side of the Lot only. All such equipment must be screened from view with adequate landscape shrubbery or fencing so as to reduce visibility from streets.

8.14.20 Front Entry. Front entry shall include glass either through the door, transom or side lights in proportions deemed appropriate by the Review Board. No colored glass will be permitted and all beveled glass designs must be non-descript geometric patterns and approved by the Review Board. Window shades shall not be permitted to cover the front door transom.

8.14.21 Privacy Fences. All privacy and other fences should relate architecturally to the design of the Improvements in both form and material. Details and locations of all fencing must be submitted for approval with plans and must be approved by the Review Board. All mechanical equipment shall be screened from public view by approved fencing.

8.14.22 Grade Elevation. Finished floor at front elevation must be elevated at least twelve inches (12") above finish grade at the front of the home. The minimum finished grade of elevation of any Improvement or permanent structure constructed within the Property shall be one (1) foot above the elevation established as the 100-year flood elevation as shown on the applicable National flood Insurance Program rate map (or similar map used to establish flood insurance rates if the designated map is no longer made available) unless the Review Board the City/Parish Department of Public Works approve a lower elevation.

8.14.23 Designs and Design Styles. The design and design style of the residences and other Improvements on Lots must be approved by the Review Board prior to commencement of construction. The Review Board will encourage use of traditional Louisiana, French, or Spanish design styles, as well as contemporary coastal or mid-century modern styling, without any unsightly variation. The decision of the Review board with respect to acceptable designs, design styles and any standards adopted by the Review Board respecting design and design styles shall be final and not subject to review.

8.15 Drainage. The Owner of a Lot is responsible for providing for "positive" storm water drainage in the direction indicated in the drainage plan for Manchac Reserve Subdivision on file with the Department of Public Works of East Baton Rouge Parish. Drainage may be surface and/or subsurface. An Owner shall not impede or modify the natural drainage flow of any Lot in any manner that will adversely affect other Owners. No Owner shall add fill to a Lot

so as to adversely affect the drainage of any adjoining Lot or as to increase the cost of installing foundation footings on any adjacent Lot. The Review Board or any other Owner shall have the right to bring legal action to enforce this restriction.

8.16 Completion of Improvements. The exterior construction of Improvements started on a Lot shall be diligently pursued to a completion date twelve (12) months following the pouring of the foundation for that building, with the possibility for an extension for good reason, upon approval by the Review Board, but in no event shall the extension be for any amount of time longer than that permitted by the building code. Each Lot shall have minimum standards of landscaping, in accordance with the approved landscaping plan, completed within thirty (30) days of the earlier of: (a) substantial completion of Improvements on the Lot; or (b) the issuance of a certificate of occupancy. If such Improvements and landscaping are not completed within the time period specified in this section, then the Association shall remove the debris from the Lot and restore the landscaping to its original condition. Each Lot Owner grants the Association the unqualified right to enter upon the Lot to complete such landscaping. The Association shall have the right to assess the Owner for all costs of restoration, as well as the right to assess an administrative fee in an amount equal to the restoration costs.

8.17 Landscaping. Landscaping plans must be submitted to the Review Board for approval. Each Lot Owner must include a landscaping budget with the landscaping plan that shall detail the amounts being allocated for landscaping (trees, shrubs, grass and approved architectural accessories) for the Lot. Immediately upon substantial completion of the Improvements on a Lot, required trees and shrubs must be planted on the Lot and the Lot must be sodded with grass and landscaping for the front yard (including required screening) must be installed. Each Owner's landscape plan shall include all trees, shrubs and landscaping that will be planted or installed. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Association the sum of Fifty and No/100 Dollars ($50.00), as liquidated damages, for each day the required sodding, planted trees, planted shrubs and landscaping remains uncompleted after notice from the Association to the Owner. The obligation to pay such a fine shall be considered an Assessment and enforced in accordance with Article 7. Any plants that die shall be promptly replaced.

8.18 Removal of Trees. No tree may be removed from any Lot without the prior written approval of the Association. Trees on a Lot must be protected during construction. No heavy equipment, material storage nor added topsoil may be placed within the drip-line of the tree. Should the roots require severe pruning or cutting, a licensed arborist must be consulted and his recommendations submitted to the Association prior to start of work. Large trees that die shall only be replaced during the months of November through March and dead plant and tree material must be immediately removed from a Lot.

8.19 No Mailboxes. Mailboxes shall not be permitted on any Lots. All Lot Owners shall use the group mail kiosk located in the Common Area instead of placing an individual mailbox on their Lot.

8.20 Building Setbacks. Unless otherwise approved in advance by the Review Board (and provided that the placement on a Lot does not violate any zoning or subdivision ordinances

or regulations), no Dwelling Unit, Improvement, or part thereof, of any kind shall be located within the setbacks shown on the Final Plat.

8.21 Fences and Walls. All fence, gate and wall locations must be submitted to the Review Board for approval prior to construction, including locations and details pursuant to the fencing and wall requirements. Height variances for privacy may be considered by the Review Board. Only one fence shall be utilized to separate Lots and such fence shall be placed on the boundary line of such Lots.

8.22 Equipment Enclosure. An enclosure for air conditioning compressors, utility box meters, pool equipment and garbage cans shall be included in the design of each home. The enclosure shall be built in a manner to completely conceal all such items from view from Manchac Reserve Drive and the adjoining Lots, be a minimum of four feet (4'0") high, and shall be constructed of brick, stucco or approved wood fencing. Ease of access for the Owner should be considered. Should any equipment be required to be located externally of the enclosure, screening, by either fence or landscaping, will be required. Landscaping must be sized to screen the equipment at the time of planting. Plant materials at these areas must be evergreen.

8.23 Basketball Goals. Basketball goals are permitted, however, under no circumstances are basketball goals allowed to be attached to any part of an Improvement or other structure. Any Owner desiring to install a basketball goal must obtain Review Board approval of the location and placement of the same prior to installation.

8.24 Trash Cans. Household trash containers may not be placed in front of any Lot before 3:00 P.M. on the day before trash pick-up and all trash containers shall be removed from the front of the Lot by 6:00 P.M. on trash pick-up day. In the event that an Owner fails to comply with these requirements, the Association shall have the right to fine the Owner and such fines may be assessed as an Individual Assessment. Trash cans shall be stored in the enclosure described in Section 8.22.

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

8.26 Swimming Pools, Trampolines. No above ground pools or trampolines, swing sets, children's toys or miscellaneous equipment shall be allowed to be placed in the front of any Lot or otherwise such that it may cause a nuisance to surrounding neighbors or is unsightly.

8.27 Hunting. No hunting of any kind is allowed on any Lot or Common Area.

8.28 Firearms and Fireworks. The discharge of firearms and the discharge of fireworks are prohibited on the entirety of the Lots and Common Areas, provided, however, that, subject to applicable governmental regulations, the Association may issue a permit for the discharge of fireworks for special occasions in open areas subject to the applicant establishing proper safeguards for life and property. In no event shall the Association be responsible for any injury to persons or property arising from or related to any permitted fireworks discharge.

8.29 Noise. In order to preserve the quiet, country atmosphere of the Lots and Common Areas, all activity on Lots and Common Areas shall be conducted to minimize the intrusion of sound onto other Lots. No person shall operate or cause to be operated on any Lots or Common Areas, any source of sound in such a manner as to create a sound level that exceeds 60 decibels between 7:00 a.m. and 10:00 p.m., or 40 decibels between 10:00 p.m. and 7:00 a.m., measured at or within the boundary of the Lot or Common Area receiving the sound; provided, however, that the Association may grant variance permits to Owners for special occasions, subject to terms and conditions imposed by the Association. Applications for variance permits must be submitted to the Association at least one (1) week in advance of the special occasion date. Each Owner is responsible for any violation of this restriction caused by the Owner or by the Owner's family, tenants, guests, invitees, or agents. The responsible owner agrees to pay the Association a fine in the amount of $1,000.00 for each violation of this restriction as liquidated damages, and such fines may be assessed as an Individual Assessment. The fine shall not prohibit the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction.

Article 9 Miscellaneous

This Article details the procedures for amending this Declaration, the termination date for the restrictions (as well as the option to renew), and various other topics.

9.1 Term of Declaration. Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Declaration shall be effective until December 31, 2042, and thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Owners holding at least two-thirds (2/3) of the voting power of the Association. The termination of this Declaration shall be effective upon the Recordation of a certificate, executed by the President and the Secretary of the Association, stating that this Declaration has been terminated by the vote of Owners as provided herein.

9.2 Amendment of Declaration by Declarant. Notwithstanding any other language or provision to the contrary in this Declaration, the Articles of Incorporation, By-Laws, or Rules and Regulations of the Association, at any time prior to the expiration of the Appointment Period, Declarant may amend or supplement this Declaration in its sole discretion, at any time, without the approval of any Person, Owner or Mortgagee, by recording an instrument in the Records of the Office of the Clerk of Court in East Baton Rouge Parish, Louisiana. Any amendment or supplement made pursuant to this Section shall be certified by Declarant as having been duly approved by Declarant, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any property within the Property is conveyed by Declarant, whether or not specifically stated therein. The rights and reservations of Declarant shall be superior to any other rights or provisions of this Declaration or any Association documents and may not be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section,

without the written consent of the Declarant. Declarant's written consent to any one (1) such amendment shall not be construed as consent to any other or subsequent amendment. Declarant shall have and hereby reserves the right to modify, amend and supplement the Final Plat, including but not limited to layout, design, locations, enlargement, reduction and/or removal of Lots and Common Areas.

9.3 Amendment of Declaration by Owners. Following the expiration of the Appointment Period and subject to the rights of Declarant and provisions elsewhere contained herein requiring the consent of Declarant or others, any covenant, condition, restriction, servitude or other provision contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by a vote of the members of the Association holding at least two-thirds (2/3) of the voting power of the Association, present in person or by proxy at duly constituted meetings.

9.4 Priority of First Mortgage Over Assessments. Each First Mortgagee who obtains title to the Lot encumbered by such First Mortgage, pursuant to the remedies provided in such First Mortgage, by judicial foreclosure, dation en paiement 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 First Mortgagee acquires title to such Lot, other than allocation of any deficiency prorated among all Owners of the Association.

9.5 Enforcement by Self Help. Declarant or the Association or any authorized agent of either of them, may enforce, by self help, any of the covenants, conditions, restrictions, servitudes or other provisions contained in this Declaration, provided such self help is preceded by Notice and Hearing as set forth in the By-Laws, unless an emergency exists. The Declarant and Association shall have such other enforcement rights as allowed or granted under law.

9.6 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

9.7 Costs and Attorneys' Fees. The Association may bring a suit at law, proceeding or other action to enforce any Assessments, fines or other obligations pursuant to the terms of this Declaration. Any judgment rendered in such action shall include any late charge, fine, interest and other costs of enforcement, including reasonable attorneys' fees and court costs in the amount as the court may adjudge, against the defaulting Owner.

9.8 Limitation on Liability. The Association, the Board of Directors, the Review Board, Declarant, and any Owner, agent or employee of any of the same shall not be liable to any person arising out of the enforcement or failure to enforce any provision of this Declaration if the action or failure to act was in good faith and without malice.

9.9 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes set forth herein.

9.10 Governing Law. This Declaration shall be construed and governed under the laws of the State of Louisiana.

9.11 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

9.12 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

9.13 Captions for Convenience. The titles, headings, italicized summaries and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions contained herein.

9.14 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established by this Declaration governing the Common Areas; together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan.

9.15 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or By-Laws, this Declaration shall control. In case of conflicts in the provisions of the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

9.16 Waiver. No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

9.17 Waiver of Conflict of Interest. The law firm of Phelps Dunbar LLP represented Declarant in connection with this Declaration and the formation and regulation of the Association. Declarant may request that Phelps Dunbar LLP represent the Association during the Appointment Period, creating a potential conflict of interest. In the event that a dispute arises between Declarant and the Association, Phelps Dunbar LLP shall continue to represent Declarant, and Association shall waive any conflict of interest that may arise.

Signatures on Following Page

THUS DONE AND SIGNED by the parties at Baton Rouge, Louisiana, on this 7th day of August, 2019, in the presence of me, Notary, and the subscribing witnesses, who have signed in the presence of the parties and me, Notary Public.

WITNESSES:

Name: TY HARVESON

Name: Jessica Hughes

DECLARANT:
Five S Developments, LLC

By: _____
Andre' Smith, its Manager

Danielle R Hosch
Notary Public.
Printed Name: Danielle R. Hosch
Notary/Bar Roll No. 142433
My Commission Expires at Death

DANIELLE R HOSCH
Notary Public
Notary ID No. 142433
Ascension Parish, Louisiana

Exhibit "A"
Legal Description

ITEM I:

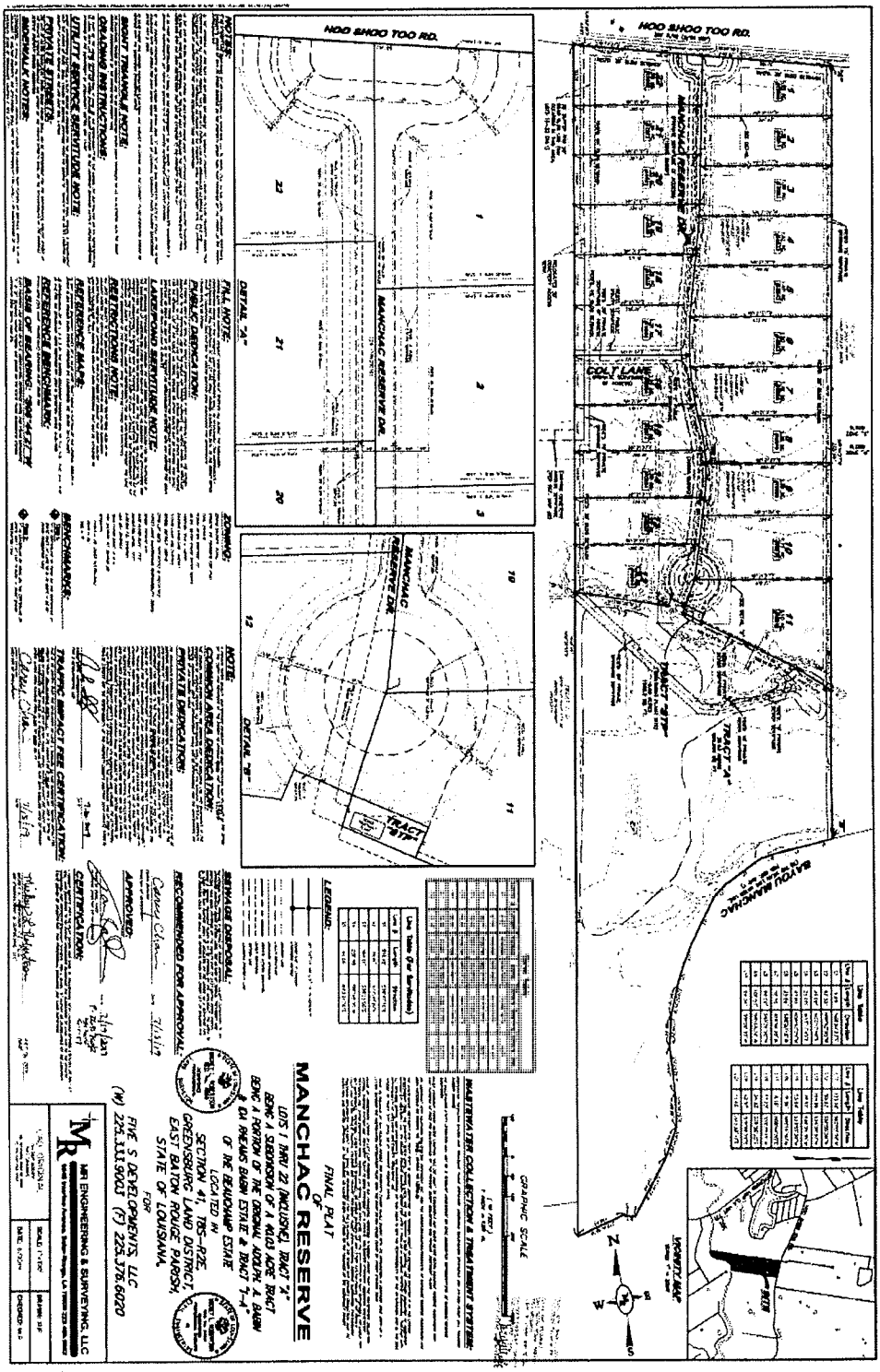
That certain tract or parcel of ground situation in the East Baton Rouge Parish, Louisiana and being identified as **TR. 1-A** as more fully shown on that map entitled "Resubdivision of Tr. 1, 2 and 3 of the Marion Beauchamp Property into Tracts 1-A, 1-B, 1-C, 3-A, 3-B and 3-C, Located in Sec. 41, T-8-S, R-2-E, G.L.D., East Baton Rouge Parish, La. For The Marion Beauchamp Heirs," prepared by John M. Bankston, dated June 5, 1995 and last revised June 11, 1998 and recorded June 24, 1998 with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 905, Bundle 10903.

ITEM II:

That certain tract or parcel of ground situation in the East Baton Rouge Parish, Louisiana, in Section 41, T8S, R2E, Greensburg Land District, and being identified as "**Violet Babin Picou 40.03 Acres**" on that map entitled, "Map of Survey of the Adolph A. Babin & Ida Rheams Babin Estate for Cleveland J. Babin, Sr. and Violet Babin Picou," prepared by B.R. Foss, Land Surveyor; a copy of said map being attached to a Voluntary Partition of Property recorded with the Clerk of Court and Recorder of Mortgage for East Baton Rouge Parish, Louisiana at Original 95, Bundle 7245.

Exhibit "B"
Final Plat

LETTER SIZE MAP



PD.21690483.7