

State of Louisiana  
Parish of East Baton Rouge

FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA  
DOUG WELBORN  
CLERK OF COURT AND RECORDER

**Master Declaration of Covenants, Conditions and Restrictions  
and Creation of Reciprocal Servitudes for The Grove**

CUSTOMER PROVIDED COPY FOR  
CERTIFIED TRUE COPY

BE IT KNOWN that on this 27<sup>th</sup> day of April, 2012, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

BY [Signature]  
DEPUTY CLERK AND RECORDER

**Willow Grove-North LLC**, a Louisiana limited liability company, represented herein by its duly authorized representative, Richard M. Carmouche, pursuant to a Written Consent of the Members recorded with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana, whose Articles of Organization were filed with the Secretary of State of Louisiana on April 10, 2006, whose principal mailing address is 11431 Cotton Lane, Baton Rouge, Louisiana 70810, and whose federal taxpayer identification number is XX-XXX4367 (herein referred to as "**Declarant**");

who did depose and say that:

**Recitals**

- A. Declarant is the owner of the real property (the "**Property**") described in Exhibit "A" attached hereto;
- B. The Property is made a part of this Declaration of Covenants, Conditions and Restrictions of The Grove (as may be amended from time to time, this "**Declaration**"); it is intended that the property described on Exhibit "A" be subject to this Declaration;
- C. The Property comprises a portion of a planned unit development (PUD 5-07, Ordinance #14115) known as The Grove;
- D. It is intended that the Property will be developed into mixed use commercial, retail and residential space, as part of the community in The Grove.
- E. Declarant believes that the establishment of a consistent and integrated mixed use development plan 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
- F. 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**

**1.1 Purpose.** The Property shall have a consistent and integrated mixed use development plan pursuant to the covenants, restrictions, servitudes, conditions, reservations, liens and charges stated in this Declaration. The plan is established to enhance the property values of the Property and The Grove and the amenities in The Grove affecting the Property, insure the best use and most appropriate development and improvement of the 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 the Property, secure and maintain consistent architectural appearance from streets, provide for adequate rights of way on the Property, and generally provide for quality Improvements on the Property, thereby enhancing the value of investments of the Owners of the Property.

**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 Block or Blocks 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.

**1.3 Development of Property.** The Property 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.

**1.4 Development of Additional Property.** Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property, or a portion thereof, to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Property. This option may be exercised by Declarant in accordance with the following rights, conditions, and limitations, which are the only rights, conditions and limitations on such option to make all or any portion of the Additional Property subject to this Declaration:

**1.4.1 Term of Option.** The option may be exercised by Declarant at any time from the date of this Declaration, provided, however, that Declarant reserves the right to terminate or to limit the duration of such option, by executing and filing any agreement evidencing such termination in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, and except for such termination by Declarant, no other circumstances will terminate such option.

**1.4.2 No Limitations.** The description of the Additional Property as of the date hereof is set forth on Exhibit "B". Portions of the Additional Property may be added to the Property at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Property. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the

further exercise of this option as to other portions or the balance of the Additional Property.

**1.4.3** Rights of Declarant. If the Additional Property, or any portion thereof, is added to this Declaration, Declarant reserves the right to designate the size and boundaries and building setbacks of such Additional Property.

**1.4.4** Use Restrictions. The Additional Property, if made subject to this Declaration, shall be subject to the general restrictions contained in Article 5 hereof.

**1.4.5** Effect of Termination of Option. Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, as aforesaid, Declarant shall not be obligated to impose on the Additional Property, or any portion thereof, any covenants, conditions, or restrictions the same, similar or dissimilar to those contained herein.

**1.4.6** No Obligations. The option reserved by Declarant to cause all or any portion of the Additional Property to be subject to this Declaration shall in no way be construed to impose upon Declarant any obligation to add all or any portion of the Additional Property or to construct thereon any improvements of any nature whatsoever.

**1.4.7** Membership in Association. Upon exercise of the option, each Owner of any portion of the Additional Property shall become a Member of the Association.

**1.4.8** Required Documentation. The option reserved may be exercised by Declarant only by the execution of an amendment to this Declaration which shall be filed in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, together with a revision of or an addition to the Final Plat showing the Additional Property or such portion or portions thereof as are being made subject to this Declaration.

## **Article 2**

### **Definitions**

**2.1 Additional Property.** "Additional Property" shall mean and refer to the immovable property described in Exhibit "B" which may be made subject to this Declaration in accordance with Article 1.

**2.2 Alley.** "Alley" shall mean a vehicular passageway designated to provide service access to certain Tracts. Each Alley is labeled on the Final Plat, as it may be amended from time to time, as an "Alley." Nothing herein shall create an obligation to construct an alley at the width or location shown on the Design Code, the actual width and location to be governed by

the Final Plat approved by the City/Parish of East Baton Rouge. The Alley may be dedicated for public use.

**2.3 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 its right to appoint the members of the Board of Directors of the Association in accordance with Section 3.1; (b) the first date on which Declarant no longer holds title to any of the Tracts comprising the Property as of the date hereof; or (c) December 31, 2021. Declarant shall have the ability to extend the Appointment Period for an additional ten (10) years in the event more than ten (10) acres of Additional Property are made subject to this Declaration.

**2.4 Articles of Incorporation.** "Articles of Incorporation" shall mean the Articles of Incorporation of the Willow Grove North Home Owners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns, as referred to in this Declaration.

**2.5 Assessment.** "Assessment" shall mean a Common Assessment, a Special Assessment, a Reimbursement Assessment or any other Assessment levied hereunder.

**2.6 Assessment Period.** "Assessment Period" shall mean the six (6) consecutive calendar month period selected by the Board of Directors for the levying, determining and assessing of the semiannual Common Assessments under this Declaration.

**2.7 Association.** "Association" shall refer to Willow Grove North Home Owners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns, as referred to in this Declaration.

**2.8 Association Functions.** "Association Functions" shall mean all functions of, for and on behalf of the Association that are necessary or proper under this Declaration, and shall include, without limitation: (a) providing management and administration of the Association; (b) maintaining the Association Properties; (c) assessing and collecting Assessments; (d) incurring reasonable attorneys' fees, Managers' fees and accountants' fees; (e) obtaining casualty insurance, liability insurance and other insurance for the Association; (f) obtaining errors and omissions insurance for officers, directors and agents of the Association; (g) obtaining fidelity bonds for any person handling funds of the Association; (h) paying real estate, personal property or other taxes levied against the Association Properties; (i) incurring filing fees, recording costs and bookkeeping fees; (j) obtaining and maintaining offices and office furniture and equipment; and (k) performing such other reasonable and ordinary administrative tasks associated with operating the Association.

**2.9 Association Properties.** "Association Properties" shall mean the Common Areas and the Sewer Infrastructure Property, over all of which the Association has the obligation to maintain, and hold for the common use and enjoyment of all or certain of its Members as provided herein and/or for other purposes as may be permitted by this Declaration. The Association shall hold title to the Common Areas and shall administer the Common Areas and shall be entitled to servitudes over the other Association Properties as described herein and shown on the Final Plat. Association Properties shall also include any other real property which the Association will either hold title or be entitled to a servitude and all private streets within the Property. The Association shall have a servitude over and the right to prune and maintain trees within the space between the curb and the sidewalk on each lot or Tract, as the distance comprising this space varies from lot to lot.



**2.10 Block.** "Block" shall mean an individual Tract or several Tracts adjacent to one another and used for either residential, multi-family, retail, commercial or office purposes. Phase 1 of this development will consist of Blocks A, B, C and a portion of Block E as labeled on the map attached hereto as Exhibit "D." Phases within the Additional Property will have additional Blocks. Notwithstanding the reference to the Block here, only that Property described on Exhibit "A" is subject to this Declaration and nothing in this definition shall be considered an implied dedication.

**2.11 Board of Directors.** "Board of Directors" or "Board" shall interchangeably mean the Board of Directors of the Association.

**2.12 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 and prepared pursuant to Section 8.4 hereof.

**2.13 By-Laws.** "By-Laws" shall mean the By-Laws of the Willow Grove North Home Owners Association, Inc., adopted by the Board of Directors, as amended from time to time.

**2.14 Category One Assessments.** Category One Assessments are the assessments for maintenance of Common Areas as set forth in Section 8.3.

**2.15 Category Two Assessments.** Category Two Assessments are the assessments for access fees owed to the Mall of Louisiana as set forth in Section 8.3.

**2.16 Common Areas.** "Common Area" or "Common Areas" shall mean that portion of the Property which is designated as green space or common use on the Final Plat and includes parking spaces, circle drives, alleys and streets, the right of way for Ward's Creek, the oak grove and all other green space. Declarant reserves the right to modify the Common Areas as indicated on the Final Plat from time to time. The Final Plat shall be controlling and will govern in the event of any such modification. The Declarant reserves the right to dedicate Common Areas to the public or to grant servitudes for public use.

**2.17 Common Assessment.** "Common Assessment" shall mean the assessments made for the purpose of covering the periodic costs of repair, replacement, improvements and maintenance of the Common Areas benefiting Owners of Property, including but not limited to expenses incurred in connection with any Association Functions and expenses of management and administering the Association, which expenses are to be paid by the Association for the purposes provided herein and charged to the Owners or Members as provided herein. Common Assessments include Category One Assessments and Category Two Assessments.

**2.18 Declarant.** "Declarant" shall mean Willow Grove - North 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 Willow Grove - North 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.

**2.19 Declaration.** "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of The Grove, as amended from time to time.

**2.20 Design Code.** "Design Code" shall mean the Master Plan and Design Codes for The Grove, last revised December 24, 2009, prepared by Architects Southwest, attached hereto as Exhibit "C", together with all amendments and modifications to same adopted hereafter pursuant to the terms hereof. Nothing herein shall prohibit the Design Review Board from amending, modifying, supplementing, altering or otherwise changing the Design Code from time to time; provided, however, that any such amendments, modifications, supplements, alterations or changes: (i) do not materially alter the overall concept of the Property for Blocks B and C being a development with features that encourage pedestrian movement, serving a compact mixture of land uses, including retail, office, and residential, with parallel parking on both sides of the streets and, where the uses are more compact and activity is more intense, diagonal parking, buildings fronting the sidewalk to optimize pedestrian access to commercial establishments and when possible excess parking is shielded from view by the buildings they serve; (ii) shall not require an Owner to alter Improvements previously approved and built in accordance with the version of the Design Code in effect at the time of approval of the Improvements by the Design Review Board; or (iii) violate any of the use restrictions described in Section 5.21 hereof. Architects Southwest may maintain ownership of all copyright and other intellectual property rights pertaining to the Design Code.

**2.21 Design Review Board.** "Design Review Board" shall mean The Grove Design Review Board as elected pursuant to this Declaration.

**2.22 Final Plat.** "Final Plat" shall collectively mean all final plats affecting the Property or any portion thereof, including without limitation that map entitled "Map Showing the Subdivision of Tact WG-2 of the Mary E. and Robert L. Kleinpeter Property into Tracts WG-2A, WG-2B, WG-2C, WG-2D, WG-2E and WG-2F, Located in Sections 58, 59 & 60, T-7-S, R-1-E and Sections 55, 56 & 57, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana," dated March 16, 2012, made by ABMB Engineering, Inc. and recorded on May 4 2012, at Original 538, Bundle 12407, along with any other final plat affecting the Property recorded hereafter.

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

**2.24 Improvements.** "Improvements" shall mean all buildings or other structures and any appurtenances thereto of every type or kind built on the Property. Improvements shall include without limitation, walls, patio covers, awnings, decorations, exterior surfaces, additions, walkways, garden sprinkler systems, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, antennae, satellite dishes, hedges, exterior tanks, solar panels, equipment, and the painting or redecorating of such. Improvements shall not include impermanent seasonal decorations.

**2.25 Manager.** "Manager" shall mean any one (1) or more persons employed by the Association to perform any of the duties, powers or functions of the Association. The Manager shall be reasonably compensated to perform these duties, powers and functions.

**2.26 Member.** "Member" shall mean the person, or if more than one (1), all persons collectively, who constitute the Owner of a Tract. There shall only be one (1) Member per Tract.

**2.27 Mortgage.** "Mortgage" shall mean any unreleased mortgage or other similar instrument of Record, given voluntarily by an Owner, encumbering the Owner's Tract 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 Tract.

**2.28 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.

**2.29 Notice and Hearing.** "Notice and Hearing" shall mean a written notice and a public hearing before the Board of Directors.

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

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

**2.32 Property.** "Property" shall mean the property as described in Exhibit "A", which shall include without limitation the Association Properties located thereon.

**2.33 PUD Approval.** "PUD Approval" means those PUD Approval Stipulations affecting the Property and attached hereto as Exhibit "F", as they may be amended from time to time.

**2.34 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.

**2.35 Reimbursement Assessment.** "Reimbursement Assessments" shall mean a charge against an Owner or Member as set forth in Section 8.12.

**2.36 Rules and Regulations.** "Rules and Regulations" shall mean the rules and regulations adopted by the Association from time to time pursuant to this Declaration.

**2.37 Sewer Infrastructure Property.** "Sewer Infrastructure Property" shall mean any property that is used in the future for connection to the public sewer system, but is to be maintained by the Association. At the current time, there is no Sewer Infrastructure Property, although it is contemplated that certain Sewer Infrastructure Property may exist at some point in the future.

**2.38 Special Assessment.** "Special Assessment" shall mean a charge against an Owner and such Owner's Tract representing a portion of the costs to the Association for the purpose of funding major capital repairs, maintenance, replacements and Improvements, pursuant to the provisions of Section 8.11 hereof.

**2.39 Tract.** "Tract" shall mean any portion of land within the Property upon which Improvements are or will be constructed and 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 separate lot or parcel on the Final Plat.

**2.40 Usable Square Footage.** "Usable Square Footage" is the total combined square footage of all Improvements within the Property. The calculation shall include interior and enclosed spaces, but shall not include porches, promenades and similar open spaces. If Additional Property is made subject to this Declaration in the future, Usable Square Footage will be recalculated to take into effect the square footage of the Improvements on the Additional Property, if any. The Association shall calculate the Usable Square Footage and its calculation shall be final, absent manifest error.

**2.41 Voting Power.** "Voting Power" shall mean the number of total votes in the Association to which a Member is entitled hereunder.

### **Article 3 Association**

*This Article explains how the Association is managed and appoints the members of the Board of Directors of the Association.*

**3.1 Association.** The Association has been established to control and administer the Common Areas. 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. Management, membership and voting rights in the Association shall be as set out in the Articles of Incorporation, By-Laws and the Declaration. The numbers, term, election and qualifications of the Board of Directors shall be fixed in the Articles of Incorporation and/or 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 the ultimate 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 Members, except as otherwise specifically provided in this Declaration.

**3.1.1** The Association shall be composed of the Owners of the Property. The Association is formed to carry out its duties with regard to the Property, including but not limited to, the approval or disapproval of construction plans for Improvements on the Property and to advise the Board of Directors of enforcement actions necessary to bring Improvements in compliance with the Declaration.

**3.1.2** During the Appointment Period, the Board of Directors shall be composed of up to three individuals. The initial members of the Board of Directors shall be appointed by the Declarant, as set forth below. After the Appointment Period, the Board of Directors shall be composed of three individuals, plus the number of individuals equal to the number of Blocks made subject to this Declaration. The Board membership shall be expanded as additional Blocks are added. Except during the Appointment Period, two of the members of the Board of Directors shall be Owners; provided, however, each Block can have no more than one

representative on the Board of Directors (other than Declarant). After the Appointment Period, there shall be three at large directors, elected by a majority of the Owners (with rights of cumulative voting), plus one representative of each Block represented by a majority of the Voting Power of the Owners of that Block.

**3.1.3** The members of the Board of Directors shall serve for three (3) year terms, unless removed by a majority vote of the Association prior to expiration of the term and shall serve without pay or any other compensation. The first members of the Board of Directors are:

- a) Richard M. Carmouche  
11431 Cotton Lane  
Baton Rouge, LA 70810
- b) Steven J. Oubre, AIA  
534 Jefferson Street  
Lafayette, LA 70501
- c) Michael P. Carmouche  
11431 Cotton Lane  
Baton Rouge, LA 70810

Notwithstanding the foregoing, the initial terms shall be as follows: Three (3) years from the date of the Declaration for Richard M. Carmouche, two (2) years from the date of the Declaration for Steven J. Oubre, AIA, and one (1) year from the date of the Declaration for Michael P. Carmouche. Successors shall serve full three (3) year terms.

**3.1.4 Management and Care of Common Areas.** The Association shall have title to the Common Areas not dedicated to public use and no Owner or any other Person shall have the right to claim, own or partition any Common Area. The Association is responsible for managing, operating, caring for, maintaining and repairing the Common Areas and keeping the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners.

**3.2 Design Review Board.** The Design Review Board is to be composed of up to three individuals elected by a majority vote of the Voting Power of the Association. The Design Review Board is formed to assist the Association in carrying out its duties with regard to Improvements on Tracts, including but not limited to, the approval or disapproval of construction plans for Improvements and to advise the Board of Directors of the Association of enforcement actions necessary to bring Tracts in compliance with this Declaration. In the event of a conflict between the Board of Directors and the Design Review Board, the Board of Directors will have final discretion. The initial members of the Design Review Board shall be appointed by the Declarant and shall initially be the same members as the members of the Board of Directors and such members shall serve the same terms as the Board of Directors, as detailed in Section 3.1.3 above. Except during the Appointment Period, two of the members of the Design Review Board shall be Owners; provided, however, each Block can have no more than one (1) representative on the Design Review Board. During the Appointment Period, the Declarant may have as many representatives on the Design Review Board as selected by it.

**3.3 Rules and Regulations.** The Association shall propose the Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, pertaining primarily to use of the Tracts, the operation of the Association, and the use and enjoyment of Common Areas. The Rules and Regulations shall be effective only upon adoption by resolution of the Association. Any Rules and Regulations shall be reasonably and uniformly applied. In the event of any conflict between the Rules and Regulations and the Declaration, the 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 deem necessary or desirable to cause such compliance by each Owner.

**3.4 Membership in Association.** Each Owner of a Tract within the Property shall be a Member of the Association and there shall be one (1) membership in the Association for each Tract. The person or persons who constitute the Owner of a Tract shall automatically be the holder of the membership in the Association appurtenant to that Tract, and such membership shall automatically pass with the ownership of the Tract. Declarant shall hold a separate membership in the Association for each Tract owned by Declarant. Membership in the Association shall not be assignable separate and apart from ownership of a Tract, except that an Owner may assign some or all of such Owner's rights as an Owner to use Improvements or otherwise and as a Member of the Association to a Mortgagee; however, in no event shall a Mortgagee be permitted to relieve such Owner of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

**3.5 Voting Rights of Members.** The Voting Power by which each Member shall have the right to cast votes for the election of the directors to the Association and for other matters affecting the Association as set out herein shall be as follows:

**3.5.1** The Declarant shall be a Class A Member of the Association. The Declarant shall have all voting rights during the Appointment Period.

**3.5.2** Every Owner of a Tract shall be a Class B Member of the Association. After the expiration of the Appointment Period, Class B Members shall have a vote calculated by the product of 100 times a fraction, the numerator of which is the number of acres in the Tract, as shown on a final plat of that Tract, and the denominator of which is the number of acres in all Tracts, as shown on a final plat for all Tracts, which are subject to the restrictions set forth in Declaration.

**3.6 Sub-Associations.** This Declaration acknowledges that there may be a need in the future for creation of other associations, such as condominium owner associations for certain Blocks in The Grove (collectively, the "**Sub-Associations**"). Such Sub-Associations are a subset of the Association and are therefore only responsible for the affairs of their specific development within a Block at The Grove, which is allocated or reserved to such Sub-Association. The Declarant and/or the Association reserve the right to (i) assess the Sub-Associations for their share of the Common Assessments, in lieu of the individual members of such Sub-Associations; or (ii) allocate or delegate to such Sub-Associations the management, repair, maintenance and replacement obligations with respect to the Common Areas located on or exclusively serving the Block for which such Sub-Associations are created, and in such event the Sub-Associations will undertake responsibility for assessing their members for their share of

such costs and expenses incurred by the Sub-Associations in performing such obligations. The activities of such Sub-Associations that affect the Association must be approved by the Association. Sub-Associations, as required, may be created by the Declarant or Owner of a Block to manage, repair, reconstruct, maintain and administer Common Areas, specifically allocated or reserved for a Block (including, without limitation common vehicle access drives, landscaping, parking, and insurance coverage). These Sub-Associations shall have the authority to carry out any and all lawful activities necessary and proper as established for each Sub-Association; subject, however, to the provisions of this Declaration, and to the provisions governing the Association. These Sub-Associations may assess their members for the costs and expenses incurred in managing, repairing, reconstructing or administering the Common Areas specifically allocated or reserved for the Block(s) for which the Sub-Associations were created. Declarant reserves the right to have the Sub-Associations appointed as Members of the Association, in lieu of having the individual members of the Sub-Association as Members in the Association.

#### **Article 4**

##### **Duties and Powers of the Association**

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

**4.1 General Duties and Powers of the Association.** The Association has been formed to further the common interests of the Owners. The Association, acting through the Board or through persons to whom the Board 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 Property, including without limitation the Association Properties and to improve and enhance the attractiveness, desirability and safety of the Property, including without limitation the Association Properties. Notwithstanding the foregoing, the Association shall not assume responsibility of a Lot Owner, unless such responsibility is needed to abate a nuisance. Further, the Association shall not pay (i) any fees, costs or expenses owed by the Declarant, or (ii) insurance or taxes on Lots not forming a part of the Common Areas, including any Lots owned by Declarant.

**4.2 Acceptance of Property and Facilities Transferred by Declarant.** The Association shall accept title or other rights, such as servitude rights, to any property, including any Improvements thereon and personal property transferred to the Association by Declarant and equipment related thereto, together with the responsibility to perform any and all Association Functions, provided that such property and functions are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Association by Declarant may include full ownership, servitudes, leasehold interests and licenses to use. Any property or interest in property transferred to the Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and encumbrances (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, and easements, rights-of-way, reservations, covenants, conditions, restrictions and servitudes or other encumbrances which do not materially affect the use and enjoyment of the property by the Association or by Owners. Except as otherwise specifically approved by resolution of the Board of Directors, no property or interest in property transferred to the Association by Declarant shall impose upon the Association any obligation to make monetary payments to Declarant or any affiliate of Declarant, including, but not limited to, any purchase

price, rent, charge or fee. The property or interest in property transferred to the Association by Declarant shall not impose any unreasonable or special burden on the Association other than the normal burdens of ownership of property. Further, no Common Area feature shall be added by the Declarant if such Common Area places an undue burden on the Association, unless approval of such additional Common Area feature is obtained at the annual meeting of the Association.

**4.3 Duty to Manage and Care for Property.** The Association shall manage, operate, care for, maintain and repair all Association Properties and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The Association shall have a reasonable right of entry upon any Tract to make emergency repairs and to do other work reasonably necessary under this Declaration for the proper performance of its duties hereunder and the proper maintenance and operation of the Association Properties. The Association shall also be entitled to a servitude and right of use and access in, over, on and across areas of the Association Properties for maintenance and other purposes stated in this Declaration as described in Section 6.3.

**4.4 Duty to Pay Taxes.** The Association shall pay all taxes and assessments levied upon the Association Properties owned in fee and all taxes and assessments payable by the Association. The Association shall have the right to contest in good faith any such taxes or assessments provided that the Association shall contest the same by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or foreclosure of any lien for such tax or assessment and provided that the Association shall keep and hold sufficient funds to pay and discharge such taxes and assessments, together with any interest and penalties which may accrue with respect thereto, if the contest of such taxes and assessments is unsuccessful.

**4.5 Duty to Maintain Casualty Insurance.** The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, casualty, fire and extended coverage insurance with respect to all insurable Improvements and personal property owned by the Association in fee, including coverage for vandalism and malicious mischief and, if available and if deemed appropriate by the Board of Directors, coverage for flood, earthquake and war risk.

**4.6 Duty to Maintain Liability Insurance.** The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, broad form comprehensive liability insurance covering public liability for bodily injury and property damage, including, if the Association owns or operates motor vehicles, public liability for bodily injury and property damage arising as a result of the ownership and operation of motor vehicles. Public liability insurance for other than motor vehicle liability shall, to the extent reasonably obtainable, have limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence. The Board of Directors shall have the authority to increase coverage if considered prudent in its sole discretion.

**4.7 General Provisions Respecting Insurance.** Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate. Insurance obtained by the Association shall, to the extent reasonably possible without undue cost, cover each Member without each Member necessarily being specifically named. Insurance obtained by the Association shall, to the extent reasonably possible without undue cost, contain a waiver of rights of subrogation as against the Association, each Member and as against any officer, director, agent or employee of any of the foregoing. Insurance obtained by



the Association shall, to the extent reasonably possible and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as additional insured and shall contain a waiver of rights of subrogation as against Declarant and any officer, director, agent or employee of Declarant. Insurance policies and insurance coverage shall be reviewed at least annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in the light of the then-current values of the Association Properties and in the light of the then-possible or potential liabilities of the Association. Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Association Properties and/or property of Declarant. In any insurance policies obtained by the Association, there may be named as an insured, on behalf of the Association, the Association's authorized representative (including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee), who shall, in such event, have exclusive authority to negotiate losses under any such insurance policies. The Association or any such insurance trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Owners and their First Mortgagees or Mortgagees, as their interests may appear and as elsewhere may be provided in this Declaration.

**4.8 Other Insurance and Bonds.** The Association shall obtain such other insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

**4.9 Duty to Prepare Budgets.** The Association shall prepare Budgets for the Association as elsewhere provided in this Declaration.

**4.10 Duty to Levy and Collect Assessments.** The Association shall levy and collect Assessments as elsewhere provided in this Declaration.

**4.11 Duty to Provide Financial Reports.** The Association shall provide for annual financial reports of the accounts of the Association. Copies of the report shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

**4.12 Power to Acquire Property and Construct Improvements.** The Association may acquire property or interests in property for the common benefit of Owners, including Improvements and personal property. The Association may construct Improvements on property and may demolish existing Improvements. The Association may make capital improvements to the Common Areas located in the Property and may modify the uses of the Common Areas located in the Property. For example, the Association is authorized to create parking areas within the Common Areas located in the Property or to add new recreational facilities. Expenses for substantial capital improvements may be approved as part of the annual Budget, or may be assessed as a Special Assessment.

**4.13 Power to Adopt 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, the operation of the Association, the use and enjoyment of Association Properties and the use of any other property within the Property, including Tracts. Any such Rules and Regulations shall be reasonable and uniformly applied. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Notice of the adoption, amendment or repeal of any Rule or Regulation shall be given in writing to each Member at the address for notice to

Members as elsewhere provided in this Declaration or in the By-Laws, and copies of the currently effective Rules and Regulations shall be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such Rules and Regulations. In the event of any conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

**4.14 Power to Enforce Declaration and Rules and Regulations.** 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 deems necessary or desirable to cause such compliance by each Member. Without limiting the generality of the foregoing, and any other remedies of the Association, the Association shall have the power to enforce the provisions of this Declaration and of such Rules and Regulations by any one (1) or more of the following means: (a) by entry upon any property within the Property after Notice and Hearing (unless a bona fide emergency exists), without liability to the Owner thereof, for the purpose of enforcement or assuring compliance with this Declaration or such Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or such Rules and Regulations, by injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or such Rules and Regulations; (d) by levying and collecting, after Notice and Hearing, a Reimbursement Assessment against any Member for any breach by such Member of this Declaration or such Rules and Regulations; and (e) by levying and collecting, after Notice and Hearing, reasonable fines and penalties, established in advance in such Rules and Regulations, from any Member for breach by such Member of this Declaration or such Rules and Regulations.

**4.15 Power to Provide Special Services for Members.** The Association shall have the power to provide services to a Member or group of Members. Any service or services to a Member or group of Members shall be provided pursuant to an agreement in writing between the Association and such Member or group of Members which shall provide for payment to the Association by such Member or group of Members of the reasonably estimated costs and expenses of the Association of providing such services, including a fair share of the overhead expenses of the Association, and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Member or group of Members and that the payment of such services shall be secured by a lien on the property of the Member or group of Members.

**4.16 Power to Charge for Facilities and Services.** The Association shall have the power to establish reasonable charges for the use of facilities and services. The charges may include reasonable admission, use, service charges or other fees for any special or extraordinary use of property or facilities or services of the Association such as special parking privileges, conference rooms, instruction, parties, special events and other uses of Association Properties, facilities and services. Such charges or fees shall be set forth in schedules of charges and fees adopted from time to time by the Board of Directors.

**4.17 Power to Grant Servitudes.** The Association shall have the power to grant permits and licenses and access, utility, drainage, water facility and other servitudes in, on, over, across or under the Property as may be reasonably necessary or useful and the power to impose costs and assessments to pay for these items. Further, the Association shall have the right to create future or additional servitudes for utilities around the perimeter of Tracts within the Property. In the event a building is constructed within any such utility servitude, the Owner will make the appropriate adjustments to provide for uniform installation of utilities. The Association

reserves the right to require that Owners of commercial developments within The Grove grant reciprocal servitudes over adjoining Tracts for rights for parking and access to permit a harmonious development. The reciprocal servitudes may be required to be granted by and between contiguous Tracts, but not across public streets.

**4.18 Power to Borrow Money and Mortgage Property.** The Association shall have the power to borrow money and, with the approval of Members representing at least a majority of the Voting Power of the Association, to encumber Association Properties as security for such borrowing, subject to provisions elsewhere contained in this Declaration with respect to required approvals and consents to such action.

**4.19 Power to Employ Managers.** The Association shall have the power to retain and pay for the services of a Manager or Managers to undertake any of the management or Association Functions, for which the Association has responsibility under this Declaration, to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to any such Manager. Any contract or agreement with any such Manager shall be terminable by the Association for cause on no more than thirty (30) days prior written notice, and shall be terminable by the Association without cause and without payment of a termination fee on no more than ninety (90) days prior written notice. Any such contract or agreement shall be for a term of no more than one (1) year, but may be subject to renewal for succeeding terms of no more than one (1) year each. Notwithstanding any delegation to a Manager of any duties, powers or functions of the Association, the Association and the Board of Directors shall remain ultimately responsible for the performance and exercise of such duties, powers and functions. So long as Declarant shall have the right to appoint a majority of the members of the Board of Directors as provided in Section 3.1 hereof, any management contract between the Association and a Manager shall terminate absolutely and, in any event, without cause and without payment of a termination fee, not later than thirty (30) days after the termination of Declarant's right to vote to appoint a majority of the members of the Board of Directors.

**4.20 Power to Engage Employees, Agents and Consultants.** The Association shall have the power to hire and discharge employees and agents and to retain and pay for legal, accounting and other services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration. All services shall be at commercially reasonable rates.

**4.21 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 partnership and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles of Incorporation or 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, or under the Articles of Incorporation, 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, or under the Articles of Incorporation, By-Laws or Rules and Regulations.

**4.22 Power to Establish Committees.** The Association shall have the power to establish and delegate duties and powers to committees, as may be set out in this Declaration or in the Articles of Incorporation or By-Laws.

**4.23 Common Area Regulation.** The Association may make rules and regulations concerning driving and parking within The Grove, and may construct speed bumps, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Areas. The Association may enforce any violation in accordance with Section 4.14.

**4.24 Restrictions on Builders.** The Association shall have the power to determine that any builder or construction tradesman is unsuitable for construction work on any Property within The Grove and to prohibit the builder or construction tradesman from working on any project or Property.

**4.25 Limitation of Liability.** The Association may, in its discretion, provide security within The Grove and may maintain the Common Areas and enforce traffic control measures, but neither the Association nor Declarant makes any representation or assumes any liability for any loss or injury. Further, the Association and the Declarant shall be released and held harmless from all such liability by the Owners and any other person to whom such protection is provided.

**4.26 Parking Allocation.** No amendments, modifications or revisions to the final development plan shall cause less than 84 parking spaces to be allocated to Block A.

## **Article 5**

### **General Restrictions Applicable to Tracts**

*This Article details the specific requirements and specifications applicable to Tracts.*

**5.1 PUD Approval Requirements.** The Property was approved under PUD 5-07, Ordinance #14115 by the Metropolitan Council for the City of Baton Rouge/Parish of East Baton Rouge ("City/Parish") as part of a planned unit development and is subject to the PUD Approval.

**5.2 Restrictions on Use.** Subject to the rights of Declarant set forth elsewhere, each Tract shall only be used for those purposes set forth in the PUD Approval. Any use inconsistent with the PUD Approval shall require the consent of the Association as well as that of the City/Parish and shall otherwise comply with the Unified Development Code of the City/Parish.

**5.3 Prior Plan Approval.** All plans for the construction or physical alteration of any Improvements to or on a Tract shall be submitted to the Design Review Board in advance according to the following procedures:

**5.3.1 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 a Tract, until (a) plans and specifications prepared by an approved designer or architect licensed under the laws of Louisiana or draftsman, showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, and the grading plan of the Tract and plans for landscaping of the Tract on which the Improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Design Review Board and a copy thereof as finally approved lodged permanently

with the Design Review Board; and (b) a complete list of all major builders/contractors is submitted in writing by the Owner to the Design Review Board and is 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 Design Review Board in its sole discretion, provided the Improvements design is approved by the Design Review Board.

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

**5.3.3 Scope of Review.** The Design Review Board shall review the plans to ascertain that the Improvements will thoroughly comply with all of the restrictions set forth in this Declaration. In order to assure that location and size of Improvements will be harmonious, the Design Review Board shall have the absolute and sole right to control and decide the precise site, location, and orientation of any Improvement upon all Tracts; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Tract to recommend a specific site. The criteria for approval by the Design 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 Design Review Board.

**5.3.4 Standards for Review.** The Design 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. Upon approval of the Association, the Design Review Board may issue from time to time a manual containing guidelines for use by builders and Owners in the selection of concepts, design techniques and/or materials/finishes for construction within The Grove. These guidelines shall be utilized by the Design Review Board in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Design Review Board may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants; provided, however, that in order for the Design Review Board to issue a waiver of compliance with such manual, such waiver must be approved by the Association. An Owner shall be solely responsible for ensuring that all plans and specifications comport with proper and reasonable engineering and construction procedures, and any particular fitness for use. The Design Review Board shall not review plans and specifications for such, and any liability for same is expressly disclaimed.

**5.3.5 Finality of Decision.** An Owner may appeal a decision made by the Design Review Board by petitioning the Board of the Association to review the decision. The decision reached by the Board of

the Association shall be in its sole discretion and shall be final, binding and nonappealable.

**5.3.6 Variances.** The Association at its discretion, has the right to approve any waivers or deviations from this Declaration that it deems are appropriate. Further, written approval of the Association must be obtained by an Owner for any waiver of the City/Parish Unified Development Code the Owner seeks to obtain; any waiver granted by the City/Parish without the prior written approval of the Association must nevertheless receive Association approval. The Association 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.

**5.3.7 Review Time Period.** In the event the Design Review Board fails to approve or disapprove within forty-five (45) days any matter submitted to it without a request for waivers (including plans and specifications), approval shall be deemed given by the Design Review Board, however, all other provisions of this Declaration shall continue to apply. The Design 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 initial review fee shall be in an amount to be established by the Association, by taking into consideration the duration of the construction period, complexity of the construction job, and the size of the building being constructed. The initial review fee shall not exceed one percent (1%) of the estimated construction costs. For subsequent Improvements, changes or alterations of any kind made on the Tract, the amount of the review fee shall be determined by the Design Review Board.

**5.3.8 Construction Deposit.** Each Owner shall cause its contractor to comply with the contractor rules and regulations. Prior to commencement of construction of any Improvements on any Tract, the Owner shall make (or the Owner shall cause his or her builder to make) a construction deposit payable to Willow Grove North Home Owners Association, Inc. in an amount to be established by the Association, by taking into consideration the duration of the construction period, complexity of the construction job, and the size of the building being constructed. The construction deposit shall not exceed one percent (1%) of the estimated construction costs. The purpose of the construction deposit is to insure a clean job site, compliance with the 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 Design Review Board to the Association, and to the Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in The Grove, "rutting" of any rights of way, servitudes or other Tracts in The Grove caused by construction related vehicles, the spilling of concrete on any streets or other areas of The Grove and any trash or debris dispensed in The Grove. If the violation or damage has not been

corrected within ten (10) days after the date of the notice, the violation or damage may be corrected by the Design 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 and enforce a Reimbursement Assessment, which shall include the right to file a lien on the Tract to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill. If no violation or damage occurs, the construction deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of Improvements on the Tract 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.

**5.3.9 Indemnification.** Each member of the Design Review Board shall be indemnified by 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 Design Review Board at the time such expenses are incurred, unless the member of the Design Review Board is adjudged guilty of willful malfeasance or willful misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Design Review Board may be entitled, but shall be in addition to such other rights.

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

**5.3.11 Removal of Trees.** No tree may be removed from the Property without the prior written approval of the Design Review Board. Trees that remain on the Property 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 Design Review Board prior to start of work.

**5.4 Restrictions on Improvements.** All Improvements on each Tract shall comply with the following restrictions:

**5.4.1 Design Code.** All Owners have been provided with a copy of the Design Code, which provides details regarding materials, configurations and techniques for building walls, fences, driveways, roofs, windows and doors for each type of permitted use. The details for

materials, configurations and techniques will vary from Block to Block, but shall remain consistent within each particular Block. All Improvements must comply with the Design Code, unless a variance is granted by the Association as provided herein.

**5.4.2 Elevations and Setbacks.** Elevations and setback lines shall be as required by the Design Code.

**5.4.3 Building Height.** Improvements shall not exceed the maximum number of stories in height as indicated in the PUD Approval and in the Design Code.

**5.4.4 Parking.** All automobiles owned or used by Owners or occupants of Tracts (other than temporary guests and visitors remaining for less than forty-eight (48) hours) shall, as far as possible, be parked in parking spaces allocated to and constructed near or adjacent to such Tracts. The Association shall have the authority to promulgate Rules and Regulations to govern vehicle operation and parking in the Property, including parking by employees and other service personnel (i.e., lawn care maintenance workers) for the commercial tracts. Delivery trucks and personnel shall be permitted to park in approved loading areas at certain designated times to be determined by the Association. The Association reserves the right to dictate the use of certain parking spaces on a per request basis. Customers of the retail shops or offices are encouraged to park in the common parking spaces in the Property or on the street and walk to their destination; provided, however, that no vehicles may be parked on any driving surface in any manner that blocks the driving surface in any road or private driveway. Any unauthorized or illegally parked vehicle of any kind will be towed at the expense of the owner of the vehicle. 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 portion of the Property covered by this Declaration is prohibited. No Owners or other occupants of any structure on any Tract shall repair or restore any vehicle of any kind upon any Tract or within any structure on any Tract, except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

**5.4.5 Fencing and Walls.** Specifications for fences and garden walls are provided in the Design Code. All fences and garden walls on Tracts shall be maintained by the Owners of the Tract. Fences and garden walls erected or constructed on Common Areas shall be maintained by the Association, in accordance with Section 4.1. All fences and garden walls are subject to approval by the Design Review Board.

**5.4.6 Equipment Enclosure.** An enclosure for mechanical equipment shall be included in the design of each Tract. The enclosure shall comply with the requirements of the Design Code.



**5.4.7 Remodeling and Additions.** Any and all work that affects the exterior appearance of the Improvements on a Tract must comply with the Design Code and have prior approval from the Design Review Board. This includes, but is not limited to, painting, additions, landscape features, fencing, etc.

**5.4.8 Common Areas.** No work will be permitted beyond the approved Improvement design. The use of steps, decks, terracing, etc. within the Common Areas is prohibited.

**5.5 Drainage.** The Owner of a Tract is responsible for providing for "positive" storm water drainage. Drainage may be surface and/or subsurface. An Owner shall not impede or modify the natural drainage flow of any Tract in any manner that will adversely affect other Owners through any noted servitude or drainage swale. Owners will be required to keep drainage inlets at the rear of Tracts free and clear of debris. The Association or any other Owner shall have the right to bring legal action to enforce this restriction. No Owner shall add fill to a Tract so as to adversely affect the drainage of any adjoining Tract or as to increase the cost of installing foundation footings on any adjacent Tract.

**5.6 Completion of Improvements.** The exterior construction of any Improvements started on a Tract must be completed within eighteen (18) months following the pouring of the foundation for that building; provided, however, the Association may grant a longer time period for completion on a case by case basis, depending on the size of the building being constructed. If such Improvements are not completed within the time period specified in this section, then the Association shall remove the debris from the Tract and restore the landscaping to its original condition. The Association shall have the right to assess the Owner for an administrative fee in an amount equal to the restoration costs as a Reimbursement Assessment, as well as the forfeiture of the construction deposit.

**5.7 Landscaping.** Landscaping plans must be submitted to the Design Review Board for approval. Landscaping must comply with the requirements of the Design Code. Proper landscaping must be installed before issuance of a final certificate of occupancy. This requirement may be waived given proven weather restraints at the time of completion. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Association the sum of Fifty and NO/100 Dollars (\$50.00) per 1,000 square feet of Usable Square Footage, as liquidated damages, for each day the required landscaping remains uncompleted after notice from the Association to the Owner. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Tract affected and the personal obligation of the Owner of the Tract at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorneys' fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an Assessment.

**5.8 Mailboxes.** It is intended that there will be centralized mailbox stations throughout the Property. The Association will select the design of the mailboxes. Mailboxes must be installed prior to issuance of the certificate of occupancy from the City/Parish.

**5.9 Grade Elevation.** The minimum finished grade of elevation of any permanent structure constructed within the Property shall be as required by the Design Code.

**5.10 Pets.** For Blocks with residential uses, domestic animals shall not roam freely, but must be leashed. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. No pet shall be allowed to leave its excrement on any Tract or the Common Area. Pets shall not be permitted upon any Tract 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. All pets shall be registered with the Association and shall otherwise be registered and inoculated as required by law. The Association may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Association resulting from the presence of such pets.

**5.11 No Signs.** The prior written consent of the Association shall be necessary before any Owner, tenant or occupant: (i) installs any exterior lighting, decorations, paintings, awnings, canopies or the like, or (ii) erects or installs any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Improvements on a Tract. All signs, lettering, placards, decorations and advertising media shall conform in all respects to the sign criteria which may be established by the Association from time to time in the exercise of its sole discretion, and shall be subject to the Association's requirements as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs shall be kept in good condition and in proper operating order at all times and at the sole expense of the Owner.

**5.12 Responsibility for Tracts.** Each Owner shall be responsible for the maintenance of all landscaping on its Tract, and for maintaining its Tract 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. All Tracts shall be maintained in a neat and orderly manner, in default of which the Association may cause such work to be performed and may charge the Owner double the cost of maintenance. Ample notice will be given prior to this action. Any amounts incurred by the Association in this regard shall be considered a Special Assessment and enforced in accordance with Article 8. Notwithstanding the foregoing, on Tracts which contain a portion of a defined park in the area between the sidewalk and the street, the Owner shall be responsible for initial planting, and thereafter the Association shall have the option, at the sole discretion of the Association, to be responsible for uniform maintenance of such areas; provided that if the Association chooses not to maintain these areas, the Owners will be responsible for maintenance of such areas.

**5.13 Electrical and Sound Equipment.** No Owner shall install outside on its Tract any radio, television, antenna or other electrical equipment, fixtures or items of any kind, without the prior written permission of the Design 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 used 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 used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional

television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite;

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

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

provided, however, that the Design Review Board retains the right to dictate where these items should be located. All radio, television antenna or other electrical equipment of any kind or nature installed or used in or outside of the Improvements on each Tract 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 of the Improvements on each Tract. Satellite reception devices other than those described above are prohibited, except as the Design Review Board may approve.

**5.14 Garbage and Trash.** No refuse, garbage, trash or scrap lumber or metal; and no grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any Tract, except within an enclosed structure or container appropriately screened from view.

**5.15 Hazardous Activities.** No activity shall be conducted on and no Improvement shall be constructed on any Tract which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers.

**5.16 Temporary Structures.** No tent, shack, temporary structure or temporary building shall be placed upon any Tract except with the prior written consent of the Board of Directors obtained in each instance.

**5.17 Pipes and Utility Lines.** Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennas, aerials and other facilities for the transmission or reception of electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.

**5.18 Compliance with Insurance Requirements.** Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on the Association Properties or on a Tract which may result in a material increase in the rates of insurance or which would result in the cancellation of any insurance maintained by the Association.

**5.19 Sewage Disposal Systems.** No cesspool, septic tank or other sewage disposal systems shall be installed on a Tract without the prior written consent of the Board of Directors, except central sewage disposal systems installed and maintained by a water and sanitation district or other sanitation agency providing sewage disposal services to a significant portion of the Property. Any sewage disposal system installed for a Tract shall be subject to applicable laws, rules and regulations of any governmental authority having jurisdiction.

**5.20 Water Systems.** No individual water supply system shall be installed or maintained for any Tract unless such system is approved in writing by the Board of Directors

and is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water and sanitation district or other governmental authority having jurisdiction.

**5.21 Use Restrictions.** The Property is subject to the use restrictions set forth in that certain Servitude Agreement and Establishment of Use Restrictions recorded on June 27, 2007, with the Office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 692, Bundle 11968, a copy of which restrictions are set forth on Exhibit "E" attached hereto and made a part hereof (Mall of Louisiana restrictions).

## **Article 6**

### **Association Properties**

*This Article describes the rights which the Association possesses with regard to the Association Properties. The Declarant has granted a servitude and right of use to the Association over the Sewer Infrastructure Property to the extent not owned by the Association. This Article also describes what will happen upon damage or destruction to the Association Properties. The Article goes on to describe more particularly the rights of use granted to Owners and the method by which these rights may be delegated.*

**6.1 Right of Association to Regulate Use.** The Association, acting through the Board, shall have the power to regulate the use of Association Properties by Members.

**6.2 Title to Common Areas.** Declarant shall transfer, with no warranty whatsoever, and the Association shall accept, the rights and interests in the Common Areas as part of the Association Properties.

**6.3 Servitude Over Other Areas.** Declarant hereby grants to the Association, and the Association hereby accepts, a servitude and right of use in, over, on and across the Sewer Infrastructure Property for maintenance and the other purposes stated in this Declaration. Declarant hereby grants to the Association, and the Association hereby accepts, a servitude and right of passage in, over, on and across all of the Association Properties not owned in fee for purposes consistent with its obligations herein.

**6.4 No Partition of Association Properties.** No Owner shall have the right to partition or seek partition of the Association Properties or any part thereof.

**6.5 Liability of Members for Damage by Member.** Each Member shall be liable to the Association for any damage to Association Properties or for any expense or liability incurred by the Association, to the extent not covered by insurance, which may be sustained by reason of the negligence or willful misconduct of such Member and for any violation by such Member of any provision of this Declaration, the Articles of Incorporation, By-Laws or any Rules or Regulations. The Association shall have the power, as elsewhere provided in this Declaration and, after Notice and Hearing, to levy and collect a Reimbursement Assessment against a Member to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations or for any increased insurance premiums directly attributable to any such damage or any such violation.

**6.6 Association Duties if Damage, Destruction or Required Improvements.** In the event of damage to Association Properties by fire or other casualty or in the event any

governmental authority shall require any repair, reconstruction or replacement of any Association Properties, the Association shall have the duty to repair, reconstruct or replace the same. Subject to the provisions of Section 4.7 hereof, any insurance proceeds payable by reason of damage or destruction of Association Properties by fire or other casualty shall be paid to the Association and shall be used, to the extent necessary, to pay the costs of repair, reconstruction or replacement. If funds from insurance proceeds or from reserves for replacement are insufficient to pay all costs of repair, reconstruction or replacement of Improvements damaged or destroyed, or if the Association is required to make repairs, replacements or reconstruct Improvements by governmental authorities, the Association may, in order to make up any deficiency in the insurance proceeds or to pay for the required repair, replacement or reconstruction of the Improvement, levy a Special Assessment in accordance with Section 8.11 hereof, or if a Member or group of Members is liable or responsible for such damage, levy a Reimbursement Assessment in accordance with Section 8.12 against the Member or group of Members responsible therefor, to provide the additional funds necessary as elsewhere provided in this Declaration. Repair, reconstruction or replacement of Association Properties shall be done under such contracting and bidding procedures as the Association shall reasonably determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction or replacement, the Association may use the same for future maintenance, repair, construction of Improvements or operation of other Association Properties.

**6.7 Association Powers in the Event of Condemnation.** If any Association Properties or interests therein are taken under exercise of the power of eminent domain or by private purchase in lieu thereof, the award in condemnation or the price payable shall be paid to the Association, except to the extent payable to any other Person with an interest in such property, including any Mortgagee of such property. The Association, or any trustee duly appointed by the Association, shall have the exclusive right to participate in such condemnation proceedings and to represent the interest of all Owners therein; and each Owner hereby irrevocably appoints the Association and any such duly appointed trustee as such Owner's attorney-in-fact for such purposes. No Owner shall be entitled to participate as a party or otherwise in any such condemnation proceedings. No provision in this Section or in this Declaration shall give an Owner, or any other Person, priority over any rights of a First Mortgagee, pursuant to its First Mortgage, in the case of distribution to such Owner of any condemnation awards for losses to, or taking of, Tracts or Association Properties.

**6.8 Title to Association Properties on Dissolution of Association.** In the event of the dissolution of the Association, the Association Properties shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies or to a nonprofit corporation, association, trust or other organization, to be used, in any such event, for the common benefit of Owners for a similar purpose as that which the particular Association Property was held by the Association. To the extent the foregoing is not possible, the Association Properties shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Members in proportion to the square footage of each Tract, as determined in accordance with the provisions of Section 8.3 hereof.

**6.9 Rights of Use and Enjoyment.** A nonexclusive right and servitude for the use and enjoyment of the Common Areas shown on the Final Plat (as such may be amended from time to time) are granted to the Owners for reasonable recreational purposes, subject to reasonable restrictions as determined from time to time by the Board of Directors (or its delegate).

**6.10 Nature of Rights.** The rights granted in Section 6.9 shall be appurtenant to and pass with the title to the Tract of an Owner.

**6.11 Delegation of Rights to Use.** Except as qualified below, if an Owner is a corporation, partnership or other similar entity, the Owner may delegate such rights and servitudes described in Section 6.9 to such reasonable number of officers, directors, partners, shareholders, employees, members or other natural persons with an interest in such Owner who occupy a Tract, and to all tenants of any Owner of multifamily housing located on any Tract, as may be permitted by the Rules and Regulations. The Board of Directors of the Association may adopt Rules and Regulations concerning the number of guests and invitees to whom an Owner may delegate such Owner's nonexclusive rights and servitudes under this Section; provided such persons must agree in writing with the Association to assume all of the Owner's duties and obligations under this Declaration to pay the Assessments and any such assumption shall not relieve the Owner of such Owner's ultimate responsibility for such duties and obligations. Mortgagees and other Persons holding an interest in a Tract as security for a debt or the performance of an obligation shall not be entitled to utilize or enjoy any of the rights and servitudes described in Section 6.9 prior to the time such Person forecloses on its security interest and becomes an Owner of such Tract. Persons who are not Owners may be entitled, from time to time, to utilize or enjoy any of the rights and servitudes described in Section 6.9 on a temporary basis, in accordance with the Rules and Regulations and subject to the provisions of this Declaration, including but not limited to customers of Owners of the Property.

**6.12 No Hazardous Materials.** Each Owner agrees that he will comply with all applicable laws including those pertaining to environmental matters (hereinafter sometimes collectively called "Applicable Environmental Laws"), including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Federal Water Pollution Control Act and the Clean Water Act, and the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA"). Each Owner warrants that no hazardous substances or solid waste will be released or disposed of on the Sewer Infrastructure Property. The term "hazardous substances" shall have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meaning specified in RCRA; provided, in the event that the laws of the state of Louisiana or federal laws establish a meaning for "hazardous substance", "solid waste", or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

Without limiting any other indemnity by the Members contained herein, each Member hereby agrees to defend, indemnify and hold the Association, its directors, officers, agents, servants and employees and the other Members, harmless from and against any and all damages, claims, demands, causes of action, liabilities, losses, fines, costs and expenses (including, without limitation, costs of suit, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any violation of the preceding paragraph.

**6.13 Right of Public Dedication.** During the Appointment Period, the Declarant shall have the right, without obtaining the consent of the Owners, to dedicate all or any portion of the Alleys or the Sewer Infrastructure Property being utilized to the public or any governmental agency or authority, for such purposes and subject to such terms and conditions as deemed appropriate, however, such dedication shall be without representations or warranties. Thereafter, Owners possessing a majority of the Voting Power or the Members using or

required to use the Alleys or the Sewer Infrastructure Property may dedicate all or any portion of the Alleys or the Sewer Infrastructure Property being utilized to the public or any governmental agency or authority, for such purposes and subject to such terms and conditions as deemed appropriate, however, such dedication shall be without representations or warranties.

## **Article 7**

### **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. This Article also details particular powers of the Declarant with regard to the Property, including the Association Properties.*

**7.1 Declarant's Rights and Reservations.** Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association and the Property. 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 described in the Section 7.1 shall be superior to any other rights or provisions of this Declaration 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 also have the right during the Appointment Period, and thereafter if approved by the Association, to operate for-profit kiosks in any defined parks or other Common Areas other than in on Block A, such locations to be chosen by Declarant in its sole discretion, and Declarant shall be permitted to retain any profits made therefrom.

**7.2 Right to Construct Additional Improvements on Association Properties.** Declarant shall have and hereby reserves the right, but shall not be obligated, to construct additional Improvements on Association Properties at any time and from time to time for the improvement and enhancement thereof and for the benefit of the Association and Owners. Declarant shall convey or transfer such Improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

**7.3 Declarant's Rights to Use Association Properties in Promotion and Marketing of the Property.** Declarant shall have and hereby reserves the right to the reasonable use of Association Properties and of services offered by the Association in connection with the development, construction, promotion, marketing, sale and leasing of properties within the boundaries of the Property. Without limiting the generality of the foregoing, Declarant may: (a) erect and maintain on any part of the Association Properties such signs, temporary buildings, and other structures, including a model home, as Declarant may reasonably deem necessary or proper in connection with the development, construction, promotion, marketing, sale and leasing of real properties within the boundaries of the Property; (b) may use vehicles and equipment on Association Properties for developmental, construction and promotional purposes; (c) may permit prospective purchasers of properties within the boundaries of the Property, who are not Owners or Members of the Association, to use or enter Association Properties at reasonable times and in reasonable numbers; and (d) may refer to the Association and to the Association Properties and services offered by the Association in

connection with the development, construction, promotion, marketing, sale and leasing of real properties within the boundaries of the Property.

**7.4 Declarant's Rights to Complete Development of the Property.** No provision of this Declaration shall be construed to prevent or limit Declarant's rights: (1) to complete the development, construction, promotion, marketing, sale and leasing of properties within the boundaries of the Property; (2) to construct or alter Improvements on any property owned by Declarant within the Property; or (3) to post signs incidental to the development, construction, promotion, marketing, sale and leasing of real properties within the boundaries of the Property. Nothing contained in this Declaration shall limit the right of Declarant to: (a) excavate, cut, fill or grade any property owned by Declarant, or to construct, alter, remodel, demolish or replace any Improvements on any of the Property or any property owned by Declarant; or (b) use any structure on any of the Property or any property owned by Declarant as a construction, model home or real estate sales or leasing office in connection with the sale of any Property. Declarant shall not be required to seek or obtain the approval of the Association for any such activity by Declarant on any of the Property or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

**7.5 Declarant's Approval of Conveyance or Changes in Use of Association Properties.** During the Appointment Period, the Association shall not, without first obtaining the prior written consent of Declarant, convey, change or alter the use of Association Properties, mortgage the Association Properties or use Association Properties other than solely for the purposes set out herein.

**7.6 Declarant's Rights to Grant and Create Servitudes.** Declarant shall have and hereby reserves the right to grant or create temporary or permanent servitudes and rights-of-way for access, utilities, drainage, water and other purposes incident to development, construction and sale of the Property, provided that such servitudes and rights-of-way do not create an unreasonable interference with the rights of the Owners. Further, the Declarant shall have the right to create future or additional ten foot (10') servitudes for utilities around the perimeter of Tracts within the Property. In the event a building is constructed within any such ten foot (10') utility servitude, the Owner will make the appropriate adjustments to provide for uniform installation of utilities.

**7.7 Declarant's Rights to Convey Additional Property to Association.** Declarant shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and Improvements thereon to the Association at any time and from time to time in accordance with this Declaration.

**7.8 Limitations Imposed by Governmental Authorities.** The exercise of the rights of Declarant reserved in this Article 7 shall be subject to such reasonable requirements and limitations as may be imposed by governmental authorities having jurisdiction, including any requirements for consent or approval of such governmental authorities.

## **Article 8**

### **Assessments, Budgets and Funds**

*This Article describes the procedure the Association must follow to levy Assessments, the type of Assessments that may be levied, how Assessments will be apportioned, and declares that if*



*Assessments remain unpaid, a late charge will be imposed and interest will accrue at a yearly rate of twelve percent (12%). It also explains the privilege granted to the Association to file a lien on a Tract if the Assessment is delinquent. Only a first mortgage will outrank this lien, and the Association is permitted to recover attorneys' 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.*

**8.1 Maintenance Funds to be Established.** The Association shall establish and collect Assessments for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Members and maintaining the Association Properties as may be authorized from time to time by the Board of Directors. Nothing herein imposes a requirement on the Declarant to establish a reserve account during the Appointment Period.

**8.2 Assessments.** For each Assessment Period, the Association shall levy Common Assessments against Members. Each Member shall be personally obligated to pay the Common Assessments, Special Assessments, Reimbursement Assessments and any other Assessments levied against, and allocated to, such Owner and the Tract of such Owner as hereafter more particularly set forth.

**8.3 Common Assessments and Apportionment.** The Association shall allocate all fees for maintenance of Association Properties as set out herein. There will be two categories of Common Assessments, namely, Category One Assessments and Category Two Assessments. "Category One Assessments" are the Assessments necessary for the Association to maintain the Common Areas for the benefit of all Owners within the Property, without duplication of any fees included in the Category Two Assessments. "Category Two Assessments" are the assessments due to the Mall of Louisiana for access and use of the road from the Property to Picardy Lane as set forth in that certain Ground Lease by and between the Association and GGP-Mall of Louisiana, L.P. dated April 1, 2007. Category One Assessments will be determined by the Association and apportioned pro-rata based upon Voting Power, unless otherwise apportioned to a particular Block or Sub-Association as set forth in Section 3.6. Category Two Assessments will be determined by the Association and apportioned pro-rata based upon a fraction, the numerator of which is the total buildable square footage of each individual Block and the denominator of which is the total combined buildable square footage of the Property (not including Block A, which will have a fixed percentage at set forth below). Notwithstanding the above, the pro rata percentage of Category Two Assessments allocated to Block A shall be fixed at 8.07%. The Declarant or the Owners of each Block shall have the right to establish a Sub-Association comprised of such Owners, as detailed more fully in Section 3.6 above, to determine among themselves how to allocate the Common Assessments within such Block.

**8.4 Budgets.** The Board of Directors shall cause to be prepared, at least sixty (60) days prior to the commencement of each Assessment Period, a Budget for such Assessment Period, including a reasonable provision for contingencies. The Budget shall show, in reasonable detail, the categories of expenses and the amount of expenses, and shall reflect any expected income of the Association for such Assessment Period and any expected surplus. The Budget may include an amount for contingencies and amounts deemed necessary or desirable for deposits to create, replenish or add major capital repairs, replacements and Improvements for Association Properties. The Board shall cause a copy of the Budget to be distributed to each Member promptly after the Budget is prepared and approved by the Board and shall cause a copy thereof to be available for viewing at the principal office of the Association.

**8.5 Supplemental Common Assessments.** If, in any Assessment Period, the Board levies a Common Assessment, in accordance with Section 8.3 above, the Board by majority vote may thereafter levy one (1) or more supplemental Common Assessments during such Assessment Period, if it determines that the important and essential functions of the Association may not be funded by such Common Assessment. Written notice of any change in the amount of any Common Assessment by reason of the levying of a supplemental Common Assessment shall be sent to every Owner subject thereto, not less than thirty (30) days prior to the effective date of such change.

**8.6 Assessment for Unsold Tracts.** Notwithstanding any other provisions of this Declaration which may be to the contrary, with respect to each Tract owned by Declarant, for so long as Declarant retains title to such Tract, whether improved or unimproved, Declarant shall have the option to either pay Assessments on such Tract, which shall be assessed, for Assessment purposes, at a rate equal to the Assessment rate which would otherwise be applicable to such Tract 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.

**8.7 Commencement of Assessment.** Subject to the provisions of Section 8.6 hereof, the Assessments shall commence as to each Tract, on the first day of the first month following the date of Recordation of the first deed conveying such Tract from Declarant to the first non-Declarant Owner. The Assessments for the then-current Assessment Period for each Tract shall be prorated on the basis of the number of months in such Assessment Period remaining from the date of commencement of such Assessments to the end of such Assessment Period.

**8.8 Payment of Assessment.** Common Assessments shall be due and payable in advance to the Association by the assessed Member in semiannual installments and shall be due and payable on or before the first day of the first month of such Assessment Period, or in such other manner and on such other date or dates as the Board of Directors may designate in its sole and absolute discretion. Notice of the amount of the Common Assessment shall be given to each Member prior to the date when the Common Assessment is due, but the failure to do so shall not invalidate such Common Assessment.

**8.9 Failure to Fix Assessment.** The failure by the Board of Directors to levy an Assessment for any Assessment Period shall not be deemed a waiver or modification with respect to any of the provisions of this Declaration or a release of the liability of any Member to pay Assessments, or any installment thereof, for that or any subsequent Assessment Period. In the event of such failure, the amount of the Common Assessment for that Assessment Period shall be, until it is subsequently modified by the Board of Directors, the amount of the Common Assessment for the previous Assessment Period. No abatement of the Common Assessment or of any other Assessment shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or Improvements to Association Properties or from non-use of Association Properties or from any action taken to comply with any law or for any other reason, as determined by the Board of Directors, in their sole discretion.

**8.10 No Disbursements to Abate Adjoining Nuisances.** Nothing in this Declaration shall be construed so as to permit the Association to use any Assessments to abate any annoyance or nuisance emanating from outside the physical boundaries of the Property.

**8.11 Special Assessments for Capital Expenditures.** In addition to Common Assessments, the Board of Directors may, subject to the provisions of this Section, levy one (1) or more additional Assessments for the purpose of raising funds, as provided in the Budget, to: (a) construct or reconstruct, repair, remodel or replace capital Improvements upon Association Properties, including necessary personal property related thereto; (b) add to the Association Properties; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; or (d) repay any loan made to the Association to enable it to perform the duties and functions authorized in this Declaration. Such Assessment shall be known as a "Special Assessment". The Board of Directors shall not levy Special Assessments without the vote of Members representing at least a majority of the Voting Power. The Association shall notify Members in writing of the amount of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable and the use of the Special Assessment. The Members shall pay any such Special Assessment in the manner so specified. Special Assessments shall be apportioned in the manner determined by the Board of Directors, in its reasonable discretion.

**8.12 Reimbursement Assessments.** The Board of Directors may, subject to the provisions hereof, levy an Assessment against any Owner or Member if the willful or negligent failure of such Owner or Member 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 a "Reimbursement Assessment" and shall be levied only after Notice and Hearing. The amount of the Reimbursement Assessment shall be due and payable to the Association thirty (30) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing.

**8.13 Late Charges and Interest.** If any Common Assessment, Special Assessment, Reimbursement Assessment, or any other Assessment or any installment thereof is not paid within thirty (30) days after it is due, the Member obligated to pay such Assessment may be required to pay a reasonable late charge to be determined by the Board. Any Assessment or installment of any Assessment which is not paid within thirty (30) days after the date of any Notice of Default given under Section 8.14 hereof, shall bear interest from the date of such Notice of Default to the date paid at the highest rate then established by statute in Louisiana for interest on damages for personal injury or on judgments in other actions, whichever is higher, but in no event less than twelve percent (12%) per annum simple interest.

**8.14 Notice of Default and Acceleration of Assessment.** If any Common Assessment, Special Assessment, Reimbursement Assessment, or any other Assessment or any installment thereof is not paid within thirty (30) days after its due date, the Board of Directors may mail a notice of default ("**Notice of Default**") to the Owner and to any or all Mortgagees of the Tract. The Notice of Default shall specify: (a) the fact that the Assessment or installment is delinquent; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the Notice of Default is mailed to the Member, by which such default must be cured; and (d) that failure to cure the default on or before the date specified in the Notice of Default may result in acceleration of the balance of the Assessment or the installments of the Assessment for the then-current Assessment Period and/or the filing and foreclosure of the lien for the Assessment against the Tract of the Member. The Notice of Default shall further inform the Member of any right to cure the default after acceleration and of any right to bring a court action to assert the nonexistence of a default or any other defense of the Member. If the delinquent Assessment or installment and any late charge and interest thereon are not paid in full on or before the date specified in the Notice of Default, the Board, at

its option, may declare all of the unpaid balance of the Assessment for such Assessment Period to be immediately due and payable without further demand and may enforce the collection of the full Assessment and all charges and interest thereon, in any manner authorized by law or in this Declaration, subject to the protection afforded to Mortgagees hereunder. The failure or delay of Declarant to exercise any rights hereunder shall not be deemed a waiver of such rights.

**8.15 Remedies to Enforce Assessments.** Each Assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the Owner or Member against whom the same is assessed. In the event of a default in payment of any Assessment or installment thereof, whether a Common Assessment, Special Assessment, Reimbursement Assessment, or any other Assessment, the Board may, in addition to any other remedies provided under this Declaration or by law, enforce such obligation on behalf of the Association by suit or by filing and foreclosure of a lien as herein provided.

**8.16 Lawsuit to Enforce Assessments.** The Board may bring a suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charge, interest and other costs of enforcement, including reasonable attorneys' fees in the amount as the court may adjudge, against the defaulting Owner or Member.

**8.17 Lien to Enforce Assessments.** The Board may also elect to file a claim of lien against the Tract of the delinquent Owner or Member by Recording a notice (the "**Notice of Lien**") 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 street address of the Tract against which the lien is claimed; and (d) the name of the Record Owner thereof as shown upon the records of the Association. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien created by the Notice of Lien shall be prior to any declaration of homestead rights Recorded or arising after the time that the Tract becomes part of the Property. The lien created by the Notice of Lien shall be prior and superior in lien priority to any other lien, encumbrance or Mortgage encumbering such Tract; provided, however, that a First Mortgage encumbering such Tract recorded prior to the lien shall be and remain prior and superior in all respects to the lien created by the Notice of Lien. The lien created by the Notice of 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 created by the Notice of Lien shall continue until the amounts secured thereby 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 upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the cost of preparing and recording the release of the Notice of 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 created by the Notice of Lien shall not be affected by any sale or transfer of the Tract, except that any such sale or transfer pursuant to a foreclosure of a First Mortgage shall extinguish the subordinate lien created by the Notice of Lien, but it shall not relieve the purchaser or the transferee of such Tract from liability for, or the Tract 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 Tracts as a common expense.

**8.18 Estoppel Certificate.** Upon the payment of such reasonable fee as may be determined from time to time by the Board of Directors, and upon the written request of any Member or Mortgagee or any Person with, or intending to acquire, any right, title or interest in the Tract of such Member, the Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and owing to the Association and then unpaid with respect to such Tract and/or the Owner thereof and setting forth the amount of any Assessment levied against such Tract which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Association for all purposes that no greater of other amounts were then due or accrued and unpaid and that no other Assessments were then levied and unpaid against such Tract.

**8.19 No Offsets.** All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of the Property or any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

## **Article 9 Construction Process**

*This Article details the guidelines which contractors within The Grove are required to follow during construction.*

**9.1 Jobsite.** Contractors are required to fully maintain all jobsites during construction in accordance with the standards established herein or in the Design Code. Construction materials and trash shall be stored in a neat and orderly manner at all times during construction. Waste from construction materials should be removed timely in accordance with the construction process. General trash (i.e.-lunch containers, drinks, etc.) on the jobsite must be removed weekly. Failure to maintain the jobsite will result in the Association assuming the responsibility and back-charging the Owner/builder at double the direct cost. Ample notice will be given prior to such action.

**9.2 Temporary Facilities.** Temporary toilet facilities will be required for all jobsites. Builders with multiple jobsites may share facilities. Agreements between multiple Owners will also be accepted.

**9.3 Concrete Truck Wash-out.** Only pump trucks will be allowed within the Property. No spillover on to streets or neighboring properties will be allowed.

**9.4 Damages.** Any damages to streets, curbs, gutters, fences, etc. will be repaired by the Association and will be billed directly to the contractor. It will be the responsibility of the contractor to collect needed damage fees from sub-contractors as required.

**9.5 Loud Music.** Loud radios or noise will not be allowed within the Property. Speakers mounted on vehicles or outside of improvements under construction will not be permitted.

**9.6 Vacant Tracts.** All vacant Tracts must be maintained by the Owner. Tracts must be kept neat and free of garbage, weeds, etc. No stockpiling of materials, plants, etc. will be allowed on vacant Tracts without prior approval from the Association.

**9.7 Protection of Trees.** All contractors shall take all necessary measures to protect existing trees on a Tract while the Tract is under construction.

## **Article 10 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.*

**10.1 Right of Amendment.** During the Appointment Period, the Declarant reserves the right to amend this Declaration one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Declarant; provided, however, that any such amendments shall not cause a material adverse effect on the rights of Owners hereunder other than the Declarant. Any amendment of this Declaration shall be in writing and shall be effective when filed for Recordation in East Baton Rouge Parish, State of Louisiana. The amendment may increase or decrease sizes of Tracts, square footage requirements, or other amendments as determined by the Declarant to be in furtherance of the development of the Property. In the event an amendment to this Declaration would have a materially adverse effect on Block A, then for so long as a HUD insured lender is the First Mortgagee of Block A, Declarant shall be required to obtain the written consent of HUD and the HUD insured lender before such amendment shall be binding or effective against Block A.

**10.2 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, 2036, 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 a majority 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 or Vice President and the Secretary or an Assistant Secretary of the Association, stating that this Declaration has been terminated by the vote of Owners as provided herein.

**10.3 Amendment of Declaration by Owners.** Except as may otherwise be provided in this Declaration, and subject to provisions elsewhere contained herein requiring the consent of Declarant or others, any covenant, condition, restrictions, 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 holding a majority of the Voting Power of the Association, present in person or by proxy at duly constituted meetings. The amendment may increase or decrease sizes of Tracts, square footage requirements, or other amendments as determined by the Owners.

**10.4 Required Consent of Declarant to Amendment.** Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration or any addition hereto or any other amendment of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of a certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal of any provision of this Declaration shall terminate upon the expiration of the Appointment Period or at such time as Declarant shall voluntarily relinquish this requirement for its consent, whichever shall be first to occur.

**10.5 Association Right to Mortgage Information.** Each Owner hereby authorizes any Mortgagee holding a Mortgage on such Owner's Tract to furnish information to the Association concerning the status of such Mortgage and the loan which it secures.

**10.6 Notices.** Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, telephone, telegraph or facsimile copy. If served by mail, such notice shall be sent postage prepaid, addressed to the Person entitled to receive such notice at the address given by such Person to the Association for the purpose of service of such notice, or to the Tract of such Person if no address has been given to the Association, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second calendar day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed by any such Person from time to time by notice in writing to the Association.

**10.7 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, unless an emergency exists. The Declarant and Association shall have such other enforcement rights as allowed or granted under law.

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

**10.9 Costs and Attorneys' Fees.** In any action or proceeding under this Declaration, the Association shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

**10.10 Limitation on Liability.** The Association, the Board of Directors, the Design Review Board, Declarant, any Owner, and 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.

**10.11 No Representations or Warranties.** No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in this Declaration in connection with any portion of the Association Properties, or any Improvement thereon, its or their physical condition, zoning, future development, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in a writing signed by Declarant. Any brochures, maps, models, handouts, schematics, plans and facilities provided or available in connection with Declarant's development, construction, promotion, marketing, sale or lease of properties or Improvements within the boundaries of the Property are provided for general information purposes only, are subject to change and deletion without notice to Declarant or any Owner or Member, by public or governmental authorities and by others and shall not obligate Declarant to develop, construct, promote, market, sell or lease such properties or Improvements whatsoever or in any particular manner.

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

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

**10.14 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.

**10.15 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.

**10.16 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.

**10.17 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 property owners' 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 Tracts or Association Properties; together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan.

**10.18 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.

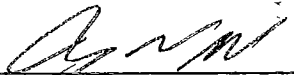
-signatures on following page-




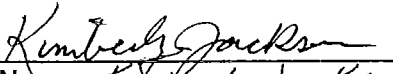
IN WITNESS WHEREOF, Willow Grove-North LLC has executed this Declaration on the date stated above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

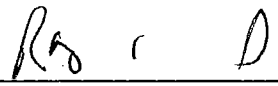
Witnesses:

Willow Grove-North LLC

  
Name: Jeremy Werta

By:   
Richard M. Carmouche,  
Its Duly Authorized Representative

  
Name: Kimberly Jackson



NOTARY PUBLIC

Name: \_\_\_\_\_

Bar Roll Number: Randy P. Roussel

Bar Roll No. 14387

**Notary Public, State of Louisiana**  
**My Commission is for Life.**

## Exhibit A

### Property

A parcel of land, containing 24.19 acres, being a portion of Tract "WG-2" as per the "Map Showing Subdivision, Exchange of Property, Lot 1, Tracts Y-2-B1-A & Y-2-B1-B of the Robert L. Kleinpeter, Jr. Property, Tract X-1-A formerly Trinity House Foundation, Tract X-2-A of the Dr. Mary E. Kleinpeter Property, forming Tracts WG-1, WG-2, WG-3 & CM-1, located in Sections 58, 59, and 60, Township 7 South, Range 1 East and Sections 55, 56 and 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana.", signed by Darwin W. Ferguson, PLS No. 4624, on September 1, 2006 and recorded in Original 637, Bundle 11879 of the Public records of said Parish, being more particularly described as follows:

COMMENCE at the Northwest corner of Tract "WG-2", located in Sections 58, 59, and 60 Township 7 South, Range 1 East and Sections 55, 56 and 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana; thence go South 28 degrees 56 minutes 07 seconds West along the Westerly line of the aforesaid Tract "WG-2" a distance of 234.93 feet to the POINT OF BEGINNING; thence, departing the aforesaid Westerly line, go South 56 degrees 39 minutes 54 seconds East a distance of 365.01 feet to a point of curvature; thence go along the arc of a curve to the right having a radius of 822.00 feet (Delta Angle = 29 degrees 31 minutes 54 seconds, Chord Bearing = South 41 degrees 53 minutes 57 seconds East, Chord Distance = 419.01 feet) for an arc length of 423.68 feet to a point on a curve; thence go along the arc of a curve to the right having a radius of 78.50 feet (Delta Angle = 138 degrees 48 minutes 42 seconds, Chord Bearing = South 29 degrees 28 minutes 29 seconds East, Chord Distance = 146.97 feet) for an arc length of 190.18 feet to a point of reverse curvature; thence go along the arc of a curve to the left having a radius of 70.00 feet (Delta Angle = 53 degrees 13 minutes 37 seconds, Chord Bearing = South 13 degrees 19 minutes 03 seconds West, Chord Distance = 62.72 feet) for an arc length of 65.03 feet to The point of tangency; thence go South 13 degrees 17 minutes 46 seconds East a distance of 408.04 feet; thence go South 76 degrees 42 minutes 14 seconds West a distance of 28.00 feet; thence go North 13 degrees 17 minutes 46 seconds West a distance of 41.09 feet; thence go South 73 degrees 27 minutes 00 seconds West a distance of 486.83 feet; thence go South 05 degrees 57 minutes 00 seconds West a distance of 12.99 feet; thence go South 28 degrees 27 minutes 00 seconds West a distance of 71.70 feet; thence go South 16 degrees 33 minutes 00 seconds East a distance of 143.70 feet; thence go South 73 degrees 27 minutes 00 seconds West a distance of 225.06 feet; thence go North 16 degrees 33 minutes 00 seconds West a distance of 256.13 feet; thence go South 73 degrees 27 minutes 00 seconds West a distance of 135.69 feet; thence go North 16 degrees 33 minutes 00 seconds West a distance of 165.22 feet to a point of curvature; thence go along the arc of a curve to the left having a radius of 390.50 feet (Delta Angle = 04 degrees 04 minutes 15 seconds, Chord Bearing = South 66 degrees 01 minutes 22 seconds West, Chord Distance = 27.74 feet) for an arc length of 27.74 feet to a point of tangency; thence go South 89 degrees 02 minutes 10 seconds West a distance of 18.04 feet to a point of curvature; thence go along the arc of a curve to the left having a radius of 203.31 feet (Delta Angle = 25 degrees 17 minutes 14 seconds, Chord Bearing = South 50 degrees 47 minutes 43 seconds West, Chord Distance = 89.00 feet) for an arc length of 89.73 feet to a point of reverse curvature; thence go along the arc of a curve to the right having a radius of 66.50 feet (Delta Angle = 133 degrees 40 minutes 58 seconds, Chord Bearing = North 75 degrees 00 minutes 25 seconds West, Chord Distance = 122.28 feet) for an arc length of 155.16 feet to a point of reverse curvature; thence go along the arc of a curve to the left having a radius of 78.66 feet (Delta Angle = 51 degrees 53 minutes 21 seconds, Chord Bearing = North

34 degrees 06 minutes 36 seconds West, Chord Distance = 68.83 feet) for an arc length of 71.24 feet to a point of reverse curvature; go along the arc of a curve to the right having a radius of 300.00 feet (Delta Angle = 18 degrees 38 minutes 37 seconds, Chord Bearing = North 50 degrees 43 minutes 58 seconds West, Chord Distance = 97.19 feet) for an arc length of 97.62 feet to the aforementioned Westerly line of Tract "WG-2"; thence go North 28 degrees 56 minutes 07 seconds East along the aforesaid Westerly line a distance of 1181.41 feet to the POINT OF BEGINNING. The above described parcel of land is situated in Sections 58 and 59, Township 7 South, Range 1 East, and Sections 56 and 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, and contains 24.19 acres, more or less.

## **Exhibit B**

### **Additional Property**

Three (3) certain tract of land described as Tract WG-2D, Tract WG-2E and Tract WG-2F, and more particularly described on that map entitled "Map Showing the Subdivision of Tact WG-2 of the Mary E. and Robert L. Kleinpeter Property into Tracts WG-2A, WG-2B, WG-2C, WG-2D, WG-2E and WG-2F, Located in Sections 58, 59 & 60, T-7-S, R-1-E and Sections 55, 56 & 57, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana," dated March 16, 2012, recorded on May 4, 2012 at Original 538, Bundle 12407.

## Exhibit C

### Design Code

The Property subject to this Declaration is strictly limited to the Property described on Exhibit A attached hereto, despite the fact that certain maps and drawings attached to the Design Code may depict additional property.

A COPY OF THE DESIGN CODE IS ON FILE AT AND MAY BE OBTAINED FROM THE OFFICE OF WILLOW GROVE NORTH HOME OWNERS ASSOCIATION, INC., 11431 COTTON LANE, BATON ROUGE, LOUISIANA 70810.

## Exhibit D

Plat Showing Blocks A, B, C and E of Phase I



**Exhibit E**  
**Use Restrictions**



SERVITUDE AGREEMENT  
AND  
ESTABLISHMENT OF USE RESTRICTIONS

THIS SERVITUDE AGREEMENT AND ESTABLISHMENT OF USE RESTRICTIONS (the "Servitude Agreement") is made and entered into as of April 1, 2007, 2007 by and between GGP-MALL OF LOUISIANA, L.P., a Delaware limited partnership with offices at 110 North Wacker Drive, Chicago, Illinois, 60606 ("Beneficiary"), and WILLOW GROVE NORTH LLC, with offices at 10343 Siegen Lane, Building 2-A, Baton Rouge, LA 70810 ("Grantor") and CARMOUCHE CONSTRUCTION COMPANY, a Louisiana corporation with offices at 10343 Siegen Lane, Building 2-A, Baton Rouge, LA 70810 ("Guarantor"). KLEINPETER DEVELOPMENT COMPANY, L.L.C. ("KDC"), a Louisiana limited liability company, and CAPITAL ONE BANK ("Capital One"), a national banking association (collectively, "Intervenors") intervene herein to acknowledge this Servitude Agreement and to subordinate their respective mortgages to the terms hereof.

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of land more particularly described on Exhibit "A" attached hereto and designated as Tract WG-2, as shown on the map entitled "Map Showing Subdivision Exchange of Property Lot 1, Tracts Y-2-B1-A & Y-2-B1-B of the Robert L. Kleinpeter, Jr. Property, Tract X-1-A formerly Trinity House Foundation, Tract X-2-A of the Dr. Mary E. Kleinpeter Property, forming Tracts WG-1, WG-2, WG-3 & CM-1 located in Sections 55, 56 & 57, Township 8 South, Range 1 East, and Sections 58, 59 & 60, Township 7 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana", prepared by Ferris Engineering & Surveying, L.L.C., Darvin W. Ferguson, P.L.S., dated September 1, 2006, a copy of which is on file in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana as Original 637, Bundle 11879 ("Grantor Estate"); and

WHEREAS, Beneficiary is the owner of a certain parcel of land adjacent to the Grantor Estate more particularly described on Exhibit "B" attached hereto and designated as Parcels 1, 2-A-1, 4-A, 5-A, 7, 8-A, 9-A, 10-A, 11-A, 12, FP, LO, ML, RR1-1, RR2-1, and X-1 of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36106," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1996 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889 ("Beneficiary Estate"); and

WHEREAS, concurrently with their entering into this Servitude Agreement, Beneficiary and Grantor have entered into a Ground Lease ("Ground Lease") the obligations of the Grantor under which are guaranteed by Guarantor; and

WHEREAS, Beneficiary's principal cause and consideration for entering into the Ground Lease was Grantor's agreement to create a negative, non-apparent, predial servitude in favor of Beneficiary Estate to restrict the use of the Grantor Estate as set forth herein; and

WHEREAS, Grantor executed a Sale with Mortgage and Mortgage Note in favor of KDC, dated April 11, 2006, recorded on April 26, 2006 with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana as Original 969, Bundle 11830 (the "KDC Mortgage").

WHEREAS, Grantor executed a Multiple Indebtedness Mortgage in favor of Capital One, dated August 11, 2006, and recorded on with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana as Original 372, Bundle 11868 (the "Capital One Mortgage").

THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Beneficiary and Grantor hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein as material provisions of this Servitude Agreement by this reference.
2. Definitions. The following terms shall have the following meanings herein.
  - a. "Beneficiary" means GGP-Mall of Louisiana, L.P., as owner of the Beneficiary Estate.
  - b. "Beneficiary Estate" means that tract or parcel of land owned by Beneficiary and described on Exhibit "A" attached hereto. Beneficiary Estate, as used herein, shall also mean the "Dominant Estate", as that term is defined and used in Title IV of Book II of the Louisiana Civil Code, and such Beneficiary Estate shall have all of the rights and obligations of a Dominant Estate under the Louisiana Civil Code.
  - c. "UDC" means the Unified Development Code of East Baton Rouge Parish, State of Louisiana, as amended and in effect from time to time.
  - d. "Effective Date" means the effective date of this Servitude Agreement as set forth in Paragraph 15.
  - e. "Grantor" means Willow Grove North LLC, a Louisiana Limited Liability Company, as owner of the Grantor Estate.
  - f. "Grantor Estate" means that tract or parcel of land owned by Grantor and described on Exhibit "B" attached hereto. Grantor Estate, as used herein, shall also mean the "Servient Estate", as that term is defined and used in Title IV of Book II of the Louisiana Civil Code, and such Grantor Estate shall have all of the rights and obligations of a Servient Estate under the Louisiana Civil Code.
  - g. "Ground Lease" is the Ground Lease entered into by Grantor and Beneficiary contemporaneously with this Servitude Agreement.

- h. "Guarantor" means Carmouche Construction Company.
- i. "Restrictions" means those use restrictions set forth in Paragraph 4 herein that Grantor imposes on the Grantor Estate.
- j. "Servitude Agreement" means this Servitude Agreement and Establishment of Use Restrictions by and between Beneficiary and Grantor.

3. Servitude. Grantor hereby creates, establishes and grants to Beneficiary and all future owners of the Beneficiary Estate or any portion thereof, their heirs, successors and assigns, for the benefit of the Beneficiary Estate, a non-exclusive, negative, non-apparent, predial servitude over, upon and across the Grantor Estate, which servitude shall restrict the use of the Grantor Estate as provided herein. The Grantor Estate may be used only for those uses, activities, and operations that comply with and are not prohibited by the provisions of Schedule 1 attached to and made a part of this Servitude Agreement, and all other uses shall be prohibited on the Grantor Estate. The provisions of this paragraph shall constitute a negative predial servitude burdening the Grantor Estate for the benefit of the Beneficiary Estate, and shall be binding upon and inure to the benefit of the respective parties, their heirs, successors, assigns and grantees forever. No provision in this Paragraph 3 shall prevent the exercise of new uses of the Grantor Estate, pursuant to the UDC, as amended from time to time, that do not conflict with, and which may be in furtherance of, the Ground Lease and this Servitude Agreement.

4. Establishment of Use Restrictions. Grantor hereby imposes upon the Grantor Estate the restrictions ("Restrictions") on the use thereof set forth in Schedule 1, which shall be covenants running with the land incidental to ownership thereof, and binding on Grantor, its heirs, successors, assigns and grantees of the Grantor Estate, and

- a. Use. The use of the Grantor Estate shall be restricted to those uses consistent with and not prohibited by the Restrictions set forth in Schedule 1 attached to and made a part of this Servitude Agreement.
- b. Development of Grantor Estate. Grantor agrees that the Restrictions shall form a part of the general plan of development of the Grantor Estate and/or any and all portions thereof and shall be incorporated into any other restrictions, covenants, and conditions imposed in connection with such development on the Grantor Estate or any portion thereof.
- c. Specific Performance. Grantor hereby stipulates that all of the Restrictions, covenants, conditions and provisions contained in Schedule 1 shall be specifically enforceable.
- d. Enforcement by Beneficiary. Grantor hereby agrees that Beneficiary is a third party beneficiary of the Restrictions, and Beneficiary shall have the full right, power and legal authority to enforce same in a court of competent jurisdiction by mandatory or prohibitory injunction, as applicable.

- e. Amendment. The Restrictions, and the covenants, conditions and provisions of this Agreement may be amended only by the express prior written consent of Grantor and Beneficiary.

5. Default; Injunctive Relief; Waiver.

- a. In the event of any violation or threatened violation by Grantor or any other person of any of the Restrictions, and/or any covenants and conditions provided herein, Beneficiary will have in addition to the right to collect damages, the right to enforce this Servitude Agreement by specific performance and the right to enjoin such violation or threatened violation in a court of competent jurisdiction by injunctive relief. Prior to the commencement of any such action, written notice of the violation will be given by Beneficiary to Grantor and in the event the property has been subdivided and conveyed to another party (hereinafter the "Owner"), Beneficiary shall also give notice to the Owner alleging the violation, and the Grantor and/or Owner will have the opportunity to cure such default within twenty (20) days of receipt of such notice; provided, however, if such default cannot be cured within twenty (20) days, Grantor and/or Owner, as applicable, shall have such additional time not to exceed thirty (30) days as is reasonably necessary to bring the property into compliance with the Restrictions.
- b. A default by either party under this Servitude Agreement will not result in termination of this Servitude Agreement or any of the servitudes or other rights created herein or permit the non-defaulting party to terminate, rescind or cancel this Servitude Agreement or any of the servitudes created herein as a remedy for breach of this Servitude Agreement; the sole remedies of the non-defaulting party being specific performance, injunctive relief and/or an action for money damages sustained as a result of such default by the defaulting party.
- c. No waiver of any provision of this Servitude Agreement will be binding upon a party hereto unless its waiver is expressly set forth in a written instrument which is executed and delivered on behalf of such party by an officer of, or an attorney-in-fact for, such party. Such waiver will be effective only to the extent specifically set forth in such written instrument. Neither the exercise by a party of, nor the delay or failure to exercise, any right, power or remedy will constitute a waiver of the right to exercise, or impair, limit or restrict the exercise of, such right, power or remedy or any other right, power or remedy at any time and from time to time thereafter. No waiver of any right, power or remedy of a party will be deemed to be a waiver of any other right, power or remedy of such party or will, except to the extent so waived, impair, limit or restrict the exercise of such right, power or remedy.

6. Indemnity. Beneficiary and Grantor shall indemnify, hold harmless and defend the other and their respective agents, representatives and employees from and against all claims, demands, suits, costs, expenses and liabilities (including reasonable attorneys' fees) arising out of any loss or damage resulting from the exercise of any servitude rights hereunder, except as to loss of damage resulting from the gross negligence or willful misconduct of either party, their agents,

representatives or employees. In the event the Grantor property has been resubdivided and conveyed to any Owner, paragraph 7 shall apply.

7. Resubdivision. It is anticipated that the owner of the Grantor Estate will resubdivide the Grantor Estate for sale to various persons or entities for commercial and/or residential use. The Restrictions and other terms of this Servitude Agreement shall be binding on each such resubdivided parcel of the Grantor Estate; provided, however, that in the event of a default or indemnity obligation affecting a resubdivided parcel of the Grantor Estate shall not give rise to any default remedies against or indemnity obligations by the owners of the remaining parcels of the Grantor Estate. Upon the resubdivision of the Grantor Estate, each parcel of the Grantor Estate shall be burdened by the Restrictions and other rights and obligations contained in this Servitude Agreement and the owner of the Beneficiary Estate shall have the right to enforce the Restrictions against the owners of the resubdivided portion of the Grantor Estate and shall be entitled to enforce this Servitude Agreement in accordance with the terms hereof. In the event of a resubdivision of the Beneficiary Estate, the provisions of this Agreement shall apply to each separate parcel of the Beneficiary Estate.

8. Amendment. No provision contained in this Servitude Agreement may be amended, modified or terminated without the express written consent of the owner of the Grantor Estate and owner of the Beneficiary Estate. In the event the Grantor Estate or the Beneficiary Estate are resubdivided, this Servitude Agreement may be amended, modified or terminated without the express written consent of owners of the Grantor Estate possessing a majority of the acreage thereof and owners of the Beneficiary Estate possessing a majority of the acreage thereof.

9. Notice. All notices, requests and other communications hereunder shall be given in accordance with the Notice provisions of the Ground Lease.

10. Time. Time is of the essence in the performance of this Servitude Agreement.

11. Governing Law. This Servitude Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Louisiana.

12. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Servitude Agreement, or to recover damages for the breach of this Servitude Agreement, the non-prevailing party in any action (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

13. Headings. The headings used herein are for convenience only and shall not be used in construing the meaning or enforceability of any provision contained in this Servitude Agreement.

14. Severability. If any phrase, clause, sentence or provision contained in this Servitude Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction, such phrase, clause, sentence or provision shall be eliminated and this Servitude Agreement shall read as if such invalidity, unlawfulness or unenforceability shall have never existed.

15. Counterparts. This Servitude Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

16. Intervention; Subordination. Kleinpeter Development Company and Capital One each hereby agree and acknowledge that the KDC Mortgage and the Capital One Mortgage, respectively, are and shall be subordinate and inferior to the rights created under this Servitude Agreement, to the same extent as if they were recorded subsequent to this Servitude Agreement. KDC and Capital One further authorizes and instructs the Clerk of Court and Recorder of Mortgages for the Parish of East Baton Rouge, Louisiana, to index and record this Servitude Agreement pursuant to law and where applicable to inscribe this Servitude Agreement on the face of the KDC Mortgage recorded at Original 969, Bundle 11830 and the Capital One Mortgage recorded at Original 372, Bundle 11868.

17. Effective Date. The Effective Date of this Servitude Agreement shall be April 1, 2007.

Guarantor appears herein to guaranty the full performance and observance by Grantor of all the obligations, covenants, conditions and agreements contained herein (the "Guarantied Obligations"). Guarantor hereby binds and obligates itself and its heirs, successors and assigns in solido with Tenant for the full and punctual payment and performance of the Guarantied Obligations precisely as if the same had been contracted and were due and owing by the Guarantor personally. It is agreed and understood that the Guarantor shall be bound by all the provisions herein and for the payment and performance of the Guarantied Obligations in the same manner as if each were the only person executing this Servitude Agreement or guarantying the Guarantied Obligations.

[the remainder of this page is intentionally left blank]

This act has been passed in the Parish of East Baton Rouge, State of Louisiana, on the 22 day of May, 2007, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

Rebecca D. Parris  
Printed Name Rebecca G. Parris  
Carol Pearce  
Printed Name CAROL PEARCE

GRANTOR:

**WILLOW GROVE NORTH LLC**

A limited liability company

By: Richard M. Cornouche  
Name: Richard M. Cornouche  
Its: Manager

Jeremy F. Worfal  
Notary Public  
Print Name: \_\_\_\_\_

Jeremy F. Worfal  
Bar Roll No. 23361  
Notary Public, State of Louisiana  
My Commission is for Life.

This act has been passed in the County of Cook, State of ILLINOIS, on the 19<sup>th</sup> day of May, 2007, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

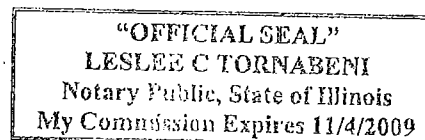
Dorothy C. Malinski  
Printed Name DOROTHY C. MALINSKI  
Kathleen Fabre  
Printed Name Kathleen Fabre

**GGP-MALL OF LOUISIANA, L.P.,**  
a Delaware limited partnership

By: MALL OF LOUISIANA HOLDING, INC.  
a Delaware corporation, its general partner

By: [Signature]  
Authorized Officer

Leslee C. Tornabeni  
Notary Public  
Print Name: Leslee C. Tornabeni



This act has been passed in the Parish of East Baton Rouge, State of Louisiana, on the 22 day of May, 2007, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

GUARANTOR:

**CARMOUCHE CONSTRUCTION COMPANY**  
a Louisiana corporation

Rebecca G. Paris  
Printed Name Rebecca G. Paris

By:

Name:

Its:

Richard M. Carmouche  
Richard M. Carmouche  
President

Monica D. Moffett  
Printed Name Monica D. Moffett

[Signature]  
Notary Public

Print Name: \_\_\_\_\_

Jeremy F. Werfal  
Bar Roll No. 23361  
Notary Public, State of Louisiana  
My Commission is for Life.

This act has been passed in the Parish of East Baton Rouge, State of Louisiana, on the 23 day of May, 2007, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

INTERVENOR:

**KLEINPETER DEVELOPMENT COMPANY,  
L.L.C.**

A limited liability company

Rebecca G. Paris  
Printed Name Rebecca G. Paris

By:

Name:

Its:

Robert L. Klempeter III  
Robert L. Klempeter III  
Authorized Representative

Monica D. Moffett  
Printed Name Monica D. Moffett

[Signature]  
Notary Public

Print Name: \_\_\_\_\_

Jeremy F. Werfal  
Bar Roll No. 23361  
Notary Public, State of Louisiana  
My Commission is for Life.



This act has been passed in the Parish of East Baton Rouge, State of Louisiana, on the 22 day of May, 2007, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

Theresa D. Mays  
Printed Name Theresa D. Mays

Carol Pence  
Printed Name CAROL PENCE

INTERVENOR:

**KLEINPETER DEVELOPMENT COMPANY,  
L.L.C.**

A limited liability company

By:

Name:

Its:

Thomas Gregory Kleinpeter  
Thomas Gregory Kleinpeter  
Authorized Representative

[Signature]  
Notary Public

Print Name: \_\_\_\_\_

Jeremy F. Werfel  
Bar Roll No. 23361  
Notary Public, State of Louisiana  
My Commission is for Life.

This act has been passed in the Parish of East Baton Rouge, State of Louisiana, on the 50 day of May, 2007, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

Mary Carol Winters  
Printed Name Mary Carol Winters

Rebecca G. Purvis  
Printed Name Rebecca G. Purvis

INTERVENOR:

**CAPITOL ONE BANK**

a national banking association

By:

C. Lance Vignas, V.P.

[Signature]  
Notary Public

Print Name: \_\_\_\_\_

Jeremy F. Werfel  
Bar Roll No. 23361  
Notary Public, State of Louisiana  
My Commission is for Life.

**EXHIBIT "A"**  
**DESCRIPTION OF GRANTOR ESTATE**

One certain tract of land described as "Tract WG-2," being 113.923 acres, more or less and more particularly described on that map entitled "Map Showing Subdivision Exchange of Property Lot 1, Tracts Y-2-B1-A & Y-2-B1-B of the Robert L. Kleinpeter, Jr. Property, Tract X-1-A formerly Trinity House Foundation, Tract X-2-A of the Dr. Mary E. Kleinpeter Property, forming Tracts WG-1, WG-2, WG-3 & CM-1 located in Sections 55, 56 & 57, Township 8 South, Range 1 East, and Sections 58, 59 & 60, Township 7 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana" for the Settlement At Willow Grove Development Co., LLC, prepared by Ferris Engineering & Surveying, L.L.C., Darvin W. Ferguson, P.L.S., dated September 1, 2006 and recorded with the Clerk and Recorder for the Parish of East of Baton Rouge, Louisiana, at Original 637, Bundle 11879. The above-described "Tract WG-2" is more particularly described as:

A certain parcel of land being the Northern portion of Tract X-2-A of the Dr. Mary E. Kleinpeter Property and the Northern portion of Tract Y-2-B1-B of the Robert L. Kleinpeter, Jr. Property, located in Sections 55, 56, and 57, Township 8 South, Range 1 East and Sections 58, 59 & 60, Township 7 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana and being more particularly described as follows:

Commence at the point formed by the intersection of the southern right-of-way line of Kansas City Southern Railroad and the western property line of the Dr. Mary E. Kleinpeter Property, said point also being the **POINT OF BEGINNING**.

Thence proceed North 28°53'38" East a distance of 2350.51 feet to the Picardy Avenue right-of-way and a point and corner;

Thence continue along said right-of-way South 73°59'45" East a distance of 138.93 feet to a point and corner;

Thence proceed along a tangent curve to the left having a delta angle of 63°43'20", a radius of 215.00 feet, an arc length of 239.12 feet, chord bearing of North 68°18'20" East and a chord length of 226.98 feet to a point and corner;

Thence proceed North 36°26'40" East a distance of 150.21 feet to a point and corner;

Thence proceed South 82°16'46" East along the Southern right-of-way line of Interstate 10 a distance of 141.76 feet to a point and corner;

Thence proceed along said right-of-way South 53°33'20" East a distance of 900.00 feet to a point and corner;

Thence proceed South 39°31'09" East along the Southern right-of-way of Interstate 10 a distance of 103.07 feet to a point and corner;

Thence proceed South 53°33'20" East along said right-of-way a distance of 398.06 feet to a point and corner;

Thence leaving the Southern right-of-way of Interstate 10 proceed South 27°46'13" West a distance of 2698.22 feet;

Thence proceed South 27°40'06" West a distance of 0.55 feet to the Southern right-of-way of Kansas City Southern Railroad and a point and corner;

Thence proceed North 56°30'42" East along the Southern right-of-way of Kansas City Southern Railroad a distance of 1873.29 feet to the **POINT OF BEGINNING**.

# EXHIBIT "B" DESCRIPTION OF BENEFICIARY ESTATE

## PARCEL 'ML' ~ MALL OF LOUISIANA

A certain tract or parcel of land designated as Parcel ML of the Mall of Louisiana as shown on that plat or map entitled, "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Poulak Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Klempeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greenburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36106," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1998 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 880 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:

Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; thence North 33°31'13" East a distance of 90.00 feet to the northern right-of-way line of Picardy Avenue; thence South 56°28'47" East along the northern right-of-way line of Picardy Avenue a distance of 239.54 feet; thence in a northeasterly direction along an arc of a curve concave to the northwest having a central angle of 41°52'24", a radius of 205.00 feet, an arc length of 149.82 feet and a chord which bears North 73°07'39" East for 146.51 feet; thence North 52°11'26" East a distance of 699.76 feet to the POINT OF BEGINNING.

Thence proceed North 37°48'34" West a distance of 83.82 feet to a point and corner;  
Thence proceed South 52°11'26" West a distance of 30.50 feet to a point and corner;  
Thence proceed North 37°48'34" West a distance of 152.18 feet to a point and corner;  
Thence proceed South 52°11'26" West a distance of 282.50 feet to a point and corner;  
Thence proceed North 37°48'34" West a distance of 410.55 feet to a point and corner;  
Thence proceed South 82°11'26" West a distance of 156.27 feet to a point and corner;  
Thence proceed North 07°48'34" West a distance of 56.25 feet to a point and corner;  
Thence proceed South 82°11'26" West a distance of 260.00 feet to a point and corner;  
Thence proceed South 07°48'34" East a distance of 76.08 feet to a point and corner;  
Thence proceed South 82°11'26" West a distance of 48.17 feet to a point and corner;  
Thence proceed North 07°48'34" West a distance of 473.29 feet to a point and corner;  
Thence proceed North 52°11'26" East a distance of 193.98 feet to a point and corner;  
Thence proceed South 37°48'34" East a distance of 226.50 feet to a point and corner;  
Thence proceed North 52°11'26" East a distance of 20.00 feet to a point and corner;  
Thence proceed South 37°48'34" East a distance of 59.08 feet to a point and corner;  
Thence proceed North 52°11'26" East a distance of 314.50 feet to a point and corner;  
Thence proceed North 37°48'34" West a distance of 59.08 feet to a point and corner;  
Thence proceed North 14°59'58" East a distance of 75.32 feet to a point and corner;  
Thence proceed North 37°48'34" West a distance of 81.88 feet to a point and corner;  
Thence proceed North 22°11'26" East a distance of 162.59 feet to a point and corner;  
Thence proceed North 37°48'34" West a distance of 475.18 feet to a point and corner;  
Thence proceed South 52°11'26" West a distance of 30.50 feet to a point and corner;  
Thence proceed North 37°48'34" West a distance of 117.00 feet to a point and corner;  
Thence proceed in a northeasterly direction along an arc of a curve concave to the southeast having a central angle of 09°59'14", a radius of 431.00 feet, an arc length of 76.13 feet and a chord which bears North 63°46'05" East for 75.03 feet to a point and corner;  
Thence proceed North 68°45'42" East a distance of 50.80 feet to a point and corner;  
Thence proceed South 37°48'34" East a distance of 73.25 feet to a point and corner;  
Thence proceed South 52°11'26" West a distance of 30.50 feet to a point and corner;  
Thence proceed South 37°48'34" East a distance of 468.83 feet to a point and corner;  
Thence proceed South 22°11'26" West a distance of 67.21 feet to a point and corner;  
Thence proceed South 67°48'34" East a distance of 415.25 feet to a point and corner;  
Thence proceed South 22°11'26" West a distance of 80.33 feet to a point and corner;  
Thence proceed North 67°48'34" West a distance of 56.41 feet to a point and corner;  
Thence proceed South 22°11'26" West a distance of 198.00 feet to a point and corner;  
Thence proceed South 67°48'34" East a distance of 48.41 feet to a point and corner;  
Thence proceed South 22°11'26" West a distance of 70.00 feet to a point and corner;  
Thence proceed South 67°48'34" East a distance of 134.41 feet to a point and corner;  
Thence proceed South 37°48'34" East a distance of 407.72 feet to a point and corner;  
Thence proceed North 52°11'26" East a distance of 30.50 feet to a point and corner;  
Thence proceed South 37°48'34" East a distance of 190.00 feet to a point and corner;  
Thence proceed South 52°11'26" West a distance of 274.50 feet to the POINT OF BEGINNING.

The above-described Parcel ML contains 784,098 square feet or 18.000 acres, more or less.

**PARCEL 'RR1-1' ~ MALL OF LOUISIANA  
(LESS R/W FOR PICARDY EXTENSION)**

A certain tract or parcel of land, together with all buildings and improvements thereon, being a portion of Parcel RR1-1 of the Mall of Louisiana, as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175,288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract undesignated Tract which was formerly a portion of the Miss Gertrude Klempeter property located Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, R1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36108," prepared by Fer Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1986 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1988 and filed as Original 525 of 10889.

LESS AND EXCEPT THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND LYING WITHIN THE BOUNDS OF SAID PARCEL RR1-1:

**PICARDY EXTENSION (UNDEDICATED)**

A CERTAIN PARCEL OF LAND CONTAINING 3.738 ACRES, BEING A PORTION OF PARCELS "FP", "RR1-1", AND "X-1" OF THE FINAL PLAT OF THE MALL OF LOUISIANA, PHASE I AND PHASE II, AS RECORDED IN ORIGINAL 525 AT BUNDLE NUMBER 10889 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LYING WITHIN SECTION 58, TOWNSHIP 7 SOUTH, RANGE 1 EAST, GREENSBURG LAND DISTRICT, OF SAID PARISH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF BLUEBONNET BOULEVARD (150' R/W) AND THE NORTHERLY RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD (100' R/W), SAID POINT BEING THE MOST WESTERLY CORNER OF PARCEL 1 OF THE FINAL PLAT OF THE MALL OF LOUISIANA, PHASE I AND PHASE II, AS RECORDED IN ORIGINAL 525 AT BUNDLE NUMBER 10889 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; THENCE GO SOUTH 56 DEGREES 28 MINUTES 47 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD A DISTANCE OF 1428.58 FEET TO A POINT ON THE WESTERLY LINE OF SECTION 58, TOWNSHIP 7 SOUTH, RANGE 1 EAST; THENCE, DEPARTING THE AFORESAID SECTION LINE, GO NORTH 33 DEGREES 31 MINUTES 13 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PICARDY AVENUE EXTENSION (80' R/W) AS SHOWN ON THE AFOREMENTIONED FINAL PLAT OF THE MALL OF LOUISIANA; THENCE GO SOUTH 56 DEGREES 28 MINUTES 47 SECONDS EAST ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 238.62 FEET; THENCE, DEPARTING THE AFORESAID SOUTHERLY RIGHT OF WAY LINE, GO NORTH 33 DEGREES 31 MINUTES 13 SECONDS EAST A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED PICARDY AVENUE EXTENSION AND THE POINT OF BEGINNING; THENCE, DEPARTING THE AFORESAID NORTHERLY RIGHT OF WAY LINE, GO NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 471.00 FEET (DELTA = 51 DEGREES 38 MINUTES 45 SECONDS, CHORD BEARING = NORTH 88 DEGREES 16 MINUTES 00 SECONDS EAST, CHORD DISTANCE = 410.33 FEET) FOR AN ARC DISTANCE OF 424.56 FEET; THENCE GO NORTH 72 DEGREES 25 MINUTES 32 SECONDS EAST A DISTANCE OF 28.85 FEET; THENCE GO NORTH 62 DEGREES 26 MINUTES 38 SECONDS EAST A DISTANCE OF 344.08 FEET; THENCE GO NORTH 18 DEGREES 10 MINUTES 25 SECONDS EAST A DISTANCE OF 18.62 FEET; THENCE GO NORTH 82 DEGREES 26 MINUTES 38 SECONDS EAST A DISTANCE OF 81.75 FEET; THENCE GO SOUTH 84 DEGREES 58 MINUTES 26 SECONDS EAST A DISTANCE OF 24.12 FEET; THENCE GO NORTH 82 DEGREES 26 MINUTES 38 SECONDS EAST A DISTANCE OF 730.33 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN ORIGINAL 281, BUNDLE 11717 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; THENCE GO SOUTH 27 DEGREES 33 MINUTES 22 SECONDS EAST ALONG THE WESTERLY LINE OF THE AFORESAID PARCEL OF LAND A DISTANCE OF 104.00 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID PARCEL OF LAND; THENCE GO SOUTH 62 DEGREES 26 MINUTES 38 SECONDS WEST A DISTANCE OF 702.61 FEET; THENCE GO SOUTH 18 DEGREES 10 MINUTES 25 SECONDS WEST A DISTANCE OF 18.62 FEET; THENCE GO SOUTH 62 DEGREES 26 MINUTES 38 SECONDS WEST A DISTANCE OF 81.75 FEET; THENCE GO NORTH 84 DEGREES 58 MINUTES 26 SECONDS WEST A DISTANCE OF 24.12 FEET; THENCE GO SOUTH 62 DEGREES 26 MINUTES 38 SECONDS WEST A DISTANCE OF 398.08 FEET TO A POINT OF CURVATURE; THENCE GO ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 524.00 FEET (DELTA = 28 DEGREES 08 MINUTES 04 SECONDS, CHORD BEARING = SOUTH 76 DEGREES 29 MINUTES 44 SECONDS WEST, CHORD DISTANCE = 254.43 FEET) FOR AN ARC DISTANCE OF 257.00 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF PICARDY AVENUE EXTENSION (80' R/W); THENCE GO NORTH 56 DEGREES 28 MINUTES 47 SECONDS WEST ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 255.17 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 58, TOWNSHIP 7 SOUTH, RANGE 1 EAST, EAST BATON ROUGE PARISH, LOUISIANA, AND CONTAINS 3.738 ACRES MORE OR LESS.

**PARCEL 'FP' MALL OF LOUISIANA**  
**(LESS R/W FOR PICARDY AVENUE EXTENSION)**

A certain tract or parcel of land, together with all buildings and improvements thereon, being a portion of Parcel FP of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36106," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1996 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889.

LESS AND EXCEPT THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND LYING WITHIN THE BOUNDS OF PARCEL 'FP':

**PARCEL 'LO' ~ MALL OF LOUISIANA**

A certain tract or parcel of land designated as Parcel LO of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36106," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1996 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:  
Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; said point being the POINT OF BEGINNING.  
Thence proceed North 33°31'13" East a distance of 10.00 feet to the southern right-of-way line of Picardy Avenue and a point and corner;  
Thence proceed South 56°28'47" East a distance of 2155.50 feet to a point and corner;  
Thence proceed South 28°56'07" West a distance of 60.19 feet to a point and corner;  
Thence proceed North 56°28'47" West a distance of 2155.86 feet to a point and corner;  
Thence proceed North 28°25'51" East a distance of 50.20 feet to the POINT OF BEGINNING.  
above-described Parcel LO contains 129,362 square feet or 2.970 acres, more or less.

**PORTION OF PARCEL X-1 MALL OF LOUISIANA**  
**(LYING NORTH OF PICARDY AVENUE EXTENSION)**

A certain tract or parcel of land, together with all buildings and improvements thereon, being a portion of Parcel X-1 of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36106," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1996 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being that portion of Parcel X-1 LYING NORTH of that certain parcel of land described in Original 231 of Bundle 11717 as recorded in the East Baton Rouge Clerk of Courts Office and LYING NORTH of the following described parcel of land:

**PARCEL 'X-1' MALL OF LOUISIANA  
LYING SOUTHERLY OF PICARDY AVENUE EXTENSION AND  
SOUTHERLY OF THE POWER CENTER PARCEL**

A CERTAIN PARCEL OF LAND, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON, CONTAINING 24.467 ACRES, BEING A PORTION OF PARCEL 'X-1' OF THE FINAL PLAT OF THE MALL OF LOUISIANA, PHASE I AND PHASE II, AS RECORDED IN ORIGINAL 525, BUNDLE 10889 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA, LYING WITHIN SECTIONS 58, TOWNSHIP 7 SOUTH, RANGE 1 EAST, AND SECTION 57, TOWNSHIP 8 SOUTH, RANGE 1 EAST, GREENSBURG LAND DISTRICT, BATON ROUGE PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF PARCEL 'X-2' OF THE FINAL PLAT OF THE MALL OF LOUISIANA, PHASE I AND PHASE II, AS RECORDED IN ORIGINAL 525, BUNDLE 10889 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; THENCE GO NORTH 52 DEGREES 11 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF THE AFORESAID PARCEL 'X-2' A DISTANCE OF 283.89 FEET TO THE MOST NORTHERLY CORNER OF THE AFORESAID PARCEL 'X-2' AND THE POINT OF BEGINNING; THENCE GO NORTH 52 DEGREES 11 MINUTES 28 SECONDS EAST A DISTANCE OF 368.50 FEET; THENCE GO NORTH 62 DEGREES 26 MINUTES 38 SECONDS EAST A DISTANCE OF 21.16 FEET; THENCE GO NORTH 18 DEGREES 10 MINUTES 25 SECONDS EAST A DISTANCE OF 6.73 FEET; THENCE GO NORTH 52 DEGREES 11 MINUTES 28 SECONDS EAST A DISTANCE OF 46.63 FEET; THENCE GO NORTH 62 DEGREES 26 MINUTES 38 SECONDS EAST A DISTANCE OF 583.73 FEET; THENCE GO SOUTH 27 DEGREES 33 MINUTES 22 SECONDS EAST A DISTANCE OF 97.25 FEET TO A POINT OF CURVATURE; THENCE GO SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1040.00 FEET (DELTA = 14 DEGREES 21 MINUTES 49 SECONDS, CHORD BEARING = SOUTH 20 DEGREES 22 MINUTES 28 SECONDS EAST, CHORD DISTANCE = 280.04 FEET) FOR AN ARC DISTANCE OF 260.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE GO SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 559.50 FEET (DELTA = 24 DEGREES 23 MINUTES 15 SECONDS EAST, CHORD DISTANCE = 236.38 FEET) FOR AN ARC DISTANCE OF 238.17 FEET TO THE POINT OF TANGENCY; THENCE GO SOUTH 37 DEGREES 34 MINUTES 56 SECONDS EAST A DISTANCE OF 332.42 FEET; THENCE GO SOUTH 33 DEGREES 40 MINUTES 51 SECONDS WEST A DISTANCE OF 40.40 FEET TO THE NORTHERLY LINE OF A 290' WIDE DRAINAGE SERVITUDE AS RECORDED IN ORIGINAL 97, BUNDLE 3488 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; THENCE GO SOUTH 61 DEGREES 49 MINUTES 07 SECONDS EAST ALONG THE AFORESAID NORTHERLY LINE A DISTANCE OF 71.20 FEET TO THE SOUTHEASTERLY LINE OF PARCEL 'X-1' AS SHOWN ON THE FINAL PLAT OF THE MALL OF LOUISIANA, PHASE I AND PHASE II, AS RECORDED IN ORIGINAL 525, BUNDLE 10889 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; THENCE GO SOUTH 28 DEGREES 56 MINUTES 07 SECONDS WEST ALONG THE AFORESAID SOUTHEASTERLY LINE A DISTANCE OF 700.18 FEET TO THE MOST SOUTHERLY CORNER OF THE AFORESAID PARCEL 'X-1', SAID POINT LYING ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF THE PICARDY AVENUE EXTENSION; THENCE GO NORTH 58 DEGREES 28 MINUTES 47 SECONDS WEST ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 1109.17 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 'X-2' AS SHOWN ON THE AFORESAID FINAL PLAT OF THE MALL OF LOUISIANA; THENCE, TRAVERSING THE BOUNDARIES OF THE AFORESAID PARCEL 'X-2' FOR THE FOLLOWING TWO (2) COURSES, GO NORTH 33 DEGREES 31 MINUTES 13 SECONDS EAST A DISTANCE OF 250.00 FEET; THENCE GO NORTH 58 DEGREES 28 MINUTES 47 SECONDS WEST A DISTANCE OF 243.70 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 58, TOWNSHIP 7 SOUTH, RANGE 1 EAST, AND SECTION 57, TOWNSHIP 8 SOUTH, RANGE 1 EAST, GREENSBURG LAND DISTRICT, BATON ROUGE PARISH, LOUISIANA, AND CONTAINS 24.467 ACRES MORE OR LESS.

**POWER CENTER PARCEL**

**PORTION OF PARCEL X-1 MALL OF LOUISIANA**

A CERTAIN PARCEL OF LAND CONTAINING 14.433 ACRES, BEING A PORTION OF PARCEL 'X-1' OF THE FINAL PLAT OF THE MALL OF LOUISIANA, PHASE I AND PHASE II, AS RECORDED IN ORIGINAL 525, BUNDLE 10889 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA, LYING WITHIN SECTION 58, TOWNSHIP 7 SOUTH, RANGE 1 EAST, AND SECTION 57, TOWNSHIP 8 SOUTH, RANGE 1 EAST, GREENSBURG LAND DISTRICT, BATON ROUGE PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF BLUEBONNET BOULEVARD (150' R/W) AND THE NORTHERLY RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD (100' R/W), SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF PARCEL 1 OF THE FINAL PLAT OF THE MALL OF LOUISIANA, PHASE I AND PHASE II, AS RECORDED IN ORIGINAL 525, BUNDLE 10889 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; THENCE GO SOUTH 58 DEGREES 28 MINUTES 47 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD A DISTANCE OF 1428.58 FEET TO THE INTERSECTION OF THE SECTION LINE COMMON TO SECTIONS 57 AND 58, TOWNSHIP 7 SOUTH, RANGE 1 EAST; THENCE GO NORTH 33 DEGREES 31 MINUTES 13 SECONDS ALONG THE AFORESAID COMMON SECTION LINE A DISTANCE OF 10.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE PICARDY AVENUE EXTENSION (80' R/W) AS SHOWN ON THE FINAL PLAT OF THE MALL OF LOUISIANA, PHASE I AND PHASE II, AS RECORDED IN ORIGINAL 525, BUNDLE 10889 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; THENCE GO SOUTH 58 DEGREES 28 MINUTES 47 SECONDS EAST ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 497.79 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO NORTH 33 DEGREES 31 MINUTES 13 SECONDS EAST A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED PICARDY AVENUE EXTENSION; THENCE GO NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 524.00 FEET (DELTA = 28 DEGREES 08 MINUTES 04 SECONDS, CHORD BEARING = NORTH 76 DEGREES 29 MINUTES 40 SECONDS EAST, CHORD DISTANCE = 254.43 FEET) FOR AN ARC DISTANCE OF 257.00 FEET TO THE POINT OF TANGENCY; THENCE GO NORTH 82 DEGREES 26 MINUTES 38 SECONDS EAST A DISTANCE OF 398.08 FEET; THENCE GO SOUTH 84 DEGREES 58 MINUTES 28 SECONDS EAST A DISTANCE OF 24.12 FEET; THENCE GO NORTH 82 DEGREES 26 MINUTES 38 SECONDS EAST A DISTANCE OF 81.75 FEET; THENCE GO NORTH 18 DEGREES 10 MINUTES 25 SECONDS EAST A DISTANCE OF 18.62 FEET; THENCE GO NORTH 52 DEGREES 26 MINUTES 38 SECONDS EAST A DISTANCE OF 801.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 82 DEGREES 26 MINUTES 38 SECONDS EAST A DISTANCE OF 233.74 FEET TO A POINT OF CURVATURE; THENCE GO NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 848.00 FEET (DELTA = 22 DEGREES 37 MINUTES 07 SECONDS, CHORD BEARING = NORTH 73 DEGREES 45 MINUTES 11 SECONDS EAST, CHORD DISTANCE = 254.15 FEET) FOR AN ARC DISTANCE OF 285.81 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 85 DEGREES 03 MINUTES 45 SECONDS EAST A DISTANCE OF 238.79 FEET TO A POINT OF CURVATURE; THENCE GO NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 845.72 FEET (DELTA = 04 DEGREES 20 MINUTES 48 SECONDS, CHORD BEARING = NORTH 82 DEGREES 53 MINUTES 22 SECONDS EAST, CHORD DISTANCE = 84.13 FEET) FOR AN ARC DISTANCE OF 64.15 FEET; THENCE GO NORTH 83 DEGREES 59 MINUTES 02 SECONDS EAST A DISTANCE OF 108.84 FEET; THENCE GO NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 766.20 FEET (DELTA = 21 DEGREES 50 MINUTES 33 SECONDS, CHORD BEARING = NORTH 83 DEGREES 08 MINUTES 40 SECONDS EAST, CHORD DISTANCE = 290.33 FEET) FOR AN ARC DISTANCE OF 202.09 FEET TO THE NORTHERLY LINE OF PARCEL 'X-1' AS SHOWN ON THE AFOREMENTIONED FINAL PLAT OF THE MALL OF LOUISIANA, PHASE I AND PHASE II, AS RECORDED IN ORIGINAL 525, BUNDLE 10889 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; THENCE GO SOUTH 73 DEGREES 03 MINUTES 23 SECONDS EAST ALONG THE AFORESAID NORTHERLY LINE A DISTANCE OF 34.67 FEET TO THE MOST EASTERLY CORNER OF THE AFORESAID PARCEL 'X-1'; THENCE GO SOUTH 28 DEGREES 58 MINUTES 07 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF THE AFORESAID PARCEL 'X-1' A DISTANCE OF 1387.38 FEET TO THE NORTHERLY LINE OF A 290' WIDE DRAINAGE SERVITUDE AS RECORDED IN ORIGINAL 97, BUNDLE 3488 OF THE PUBLIC RECORDS OF EAST BATON ROUGE PARISH, LOUISIANA; THENCE NORTH 61 DEGREES 49 MINUTES 07 SECONDS WEST ALONG THE AFORESAID NORTHERLY LINE A DISTANCE OF 71.20 FEET, THENCE DEPARTING THE AFORESAID NORTHERLY LINE, GO NORTH 33 DEGREES 40 MINUTES 51 SECONDS EAST A DISTANCE OF 40.40 FEET; THENCE GO NORTH 37 DEGREES 34 MINUTES 58 SECONDS WEST A DISTANCE OF 332.42 FEET TO A POINT OF CURVATURE; THENCE GO NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 559.50 FEET (DELTA = 24 DEGREES 23 MINUTES 23 SECONDS, CHORD BEARING = NORTH 25 DEGREES 23 MINUTES 15 SECONDS WEST, CHORD DISTANCE = 236.38 FEET) FOR AN ARC DISTANCE OF 238.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE GO NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1040.00 FEET (DELTA = 14 DEGREES 21 MINUTES 49 SECONDS, CHORD BEARING = NORTH 20 DEGREES 22 MINUTES 28 SECONDS WEST, CHORD DISTANCE = 280.04 FEET) FOR AN ARC DISTANCE OF 280.72 FEET TO THE POINT OF TANGENCY; THENCE GO NORTH 27 DEGREES 33 MINUTES 22 SECONDS WEST A DISTANCE OF 97.25 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 58, TOWNSHIP 7 SOUTH, RANGE 1 EAST, AND SECTION 57, TOWNSHIP 8 SOUTH, RANGE 1 EAST, GREENSBURG LAND DISTRICT, BATON ROUGE PARISH, LOUISIANA, AND CONTAINS 14.433 ACRES MORE OR LESS.



PARCEL 1 ~ MALL OF LOUISIANA

A certain tract or parcel of land designated as Parcel 1 of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36106," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1998 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:

Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; thence North 56°28'47" West along the southern right-of-way line of the Picardy Avenue a distance of 1008.30 feet to the POINT OF BEGINNING; Thence proceed North 56°28'47" West along the northern right-of-way line of the Kansas City Southern Railroad right-of-way a distance of 418.28 feet to the eastern right-of-way line of Bluebonnet Boulevard and a point and corner; Thence proceed North 28°26'23" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 135.01 feet to a point and corner; Thence proceed along an arc of a curve to the right having a central angle of 90°14'29", a radius of 40.00 feet, an arc length of 83.00 feet and a chord which bears North 73°33'37" East for 56.69 feet to a point and corner; Thence proceed along an arc of a curve to the right having a central angle of 44°47'32", a radius of 368.50 feet, an arc length of 288.62 feet and a chord which bears South 38°55'22" East for 279.28 feet to the southwestern right-of-way line of Picardy Avenue and a point and corner; Thence proceed along the southwestern right-of-way line of Picardy Avenue along an arc of a curve to the left having a central angle of 23°18'58", a radius of 358.31 feet, an arc length of 145.81 feet and a chord which bears South 28°11'05" East for 144.81 feet to a point and corner; Thence proceed South 33°31'13" West along the southwestern right-of-way line of Picardy Avenue a distance of 25.00 feet to the northern right-of-way line of the Kansas City Southern Railroad and the POINT OF BEGINNING. The above-described Parcel 1 contains 53,538 square feet or 1.229 acres, more or less.

AND ALSO:

**PARCEL 2-A-1 ~ MALL OF LOUISIANA**

A certain tract or parcel of land designated, as Parcel 2-A-1 of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175,288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Poulst Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36106," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1996 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:

Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; thence North 56°28'47" West along the northern right-of-way line of the Kansas City Southern Railroad a distance of 1428.58 feet to the eastern right-of-way line of Bluebonnet Boulevard; thence North 28°26'23" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 308.32 feet to the POINT OF BEGINNING;  
Thence proceed North 28°26'23" East along the eastern right-of-way line of Bluebonnet Boulevard, a distance of 221.61 feet to a point and corner;  
Thence proceed South 61°02'26" East a distance of 193.18 feet to the western right-of-way line of Picardy Avenue and a point and corner;  
Thence proceed South 28°27'07" West along the western right-of-way line of Picardy Avenue a distance of 208.01 feet to a point and corner;  
Thence proceed along an arc of a curve to the right having a central angle of 79°53'30", a radius of 50.00 feet, an arc length of 88.72 feet and a chord which bears South 88°23'52" West for 84.21 feet to a point and corner;  
Thence proceed along an arc of a curve to the right having a central angle of 10°11'56", a radius of 450.00 feet, an arc length of 80.10 feet and a chord which bears North 66°33'25" West for 80.00 feet to a point and corner;  
Thence proceed North 61°27'27" West a distance of 9.05 feet to a point and corner;  
Thence proceed North 28°32'33" East a distance of 17.27 feet to a point and corner;  
Thence proceed North 61°27'27" West a distance of 38.23 feet to a point and corner;  
Thence proceed along an arc of a curve to the right having a central angle of 89°53'50", a radius of 25.00 feet, an arc length of 39.23 feet and a chord which bears North 18°30'32" West for 35.32 feet to the eastern right-of-way line of Bluebonnet Boulevard and the POINT OF BEGINNING.  
The above-described Parcel contains 48,611 square feet or 1.116 acres, more or less.

**AND ALSO:**

#### PARCEL 4-A ~ MALL OF LOUISIANA

A certain tract or parcel of land designated as Parcel 4-A of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36108," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1998 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:

Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; thence North 56°28'47" West along the northern right-of-way line of the Kansas City Southern Railroad a distance of 1426.58 feet to the eastern right-of-way line of Bluebonnet Boulevard; thence North 28°28'23" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 529.93 feet to the POINT OF BEGINNING;

Thence proceed North 28°26'23" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 187.23 feet to a point and corner; Thence proceed North 32°00'58" East a distance of 12.78 feet to a point and corner;

Thence proceed South 61°02'26" East a distance of 233.73 feet to the western right-of-way line of Picardy Avenue and a point and corner;

Thence proceed South 50°18'05" West along the western right-of-way line of Picardy Avenue a distance of 15.43 feet to a point and corner;

Thence proceed along the western right-of-way line of Picardy Avenue along an arc of a curve to the left having a central angle of 21°50'57", a radius of 495.00 feet, an arc length of 188.76 feet and a chord which bears South 39°22'36" West for 187.62 feet to a point and corner;

Thence proceed South 28°27'07" West along the western right-of-way line of Picardy Avenue a distance of 1.09 feet to a point and corner;

Thence proceed North 61°02'26" West a distance of 193.18 feet to the eastern right-of-way line of Bluebonnet Boulevard and the POINT OF BEGINNING.

The above-described Parcel 4-A contains 41,345 square feet or 0.949 acres, more or less.

AND ALSO:

### PARCEL 5-A ~ MALL OF LOUISIANA

A certain tract or parcel of land designated as Parcel 5-A of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulot Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4127 Carmichael Road, Suite 501, Montgomery, Alabama 36106," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1996 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 860 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:

Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; thence North 58°28'47" West along the northern right-of-way line of the Kansas City Southern Railroad a distance of 1426.58 feet to the eastern right-of-way line of Bluebonnet Boulevard; thence North 28°26'23" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 717.18 feet; thence proceed North 32°00'58" East a distance of 12.78 feet to the POINT OF BEGINNING;

Thence proceed North 32°00'58" East a distance of 195.63 feet to a point and corner;

Thence proceed North 28°16'42" East a distance of 47.28 feet to a point and corner;

Thence proceed South 61°27'40" East a distance of 288.75 feet to the western right-of-way line of Picardy Avenue and a point and corner;

Thence proceed South 33°04'38" West along the western right-of-way line of Picardy Avenue a distance of 24.38 feet to a point and corner;

Thence proceed along the western right-of-way line of Picardy Avenue along an arc of a curve to the right having a central angle of 17°16'12", a radius of 475.00 feet, an arc length of 143.17 feet and a chord which bears South 41°39'57" West for 142.63 feet to a point and corner;

Thence proceed South 50°18'05" West along the western right-of-way line of Picardy Avenue a distance of 87.28 feet to a point and corner;

Thence proceed North 61°02'26" West a distance of 233.73 feet to the POINT OF BEGINNING. The above-described Parcel 5-A contains 65,340 square feet or 1.500 acres, more or less.

AND ALSO:

PARCEL 7-A ~ MALL OF LOUISIANA

A certain tract or parcel of land designated as Parcel 7-A of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract and an Undesignated Tract which was formerly a portion of the Miss Gertrude Klempeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36108," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1996 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:

Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; thence North 56°28'47" West along the northern right-of-way line of the Kansas City Southern Railroad a distance of 1428.58 feet to the eastern right-of-way line of Bluebonnet Boulevard; thence North 28°26'23" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 1250.65 feet; thence along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the right having a central angle of 06°00'21", a radius of 879.92 feet, an arc length of 82.23 feet and a chord which bears North 31°26'33" East for 92.19 feet to the POINT OF BEGINNING; Thence proceed along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the right having a central angle of 11°27'15", a radius of 879.92 feet, an arc length of 175.91 feet and a chord which bears North 40°10'21" East for 175.81 feet to a point and corner; Thence proceed South 53°07'52" East a distance of 303.24 feet to a point and corner; Thence proceed South 33°50'12" West a distance of 111.39 feet to a point and corner; Thence proceed South 33°04'38" West a distance of 118.51 feet to a point and corner; Thence proceed along an arc of a curve to the right having a central angle of 85°22'48", a radius of 16.50 feet, an arc length of 18.83 feet and a chord which bears North 89°36'48" West for 17.82 feet to the northern right-of-way line of Picardy Avenue and a point and corner; Thence proceed North 56°55'22" West along the northern right-of-way line of Picardy Avenue a distance of 49.04 feet to a point and corner; Thence proceed North 44°49'46" West along the northern right-of-way line of Picardy Avenue a distance of 108.59 feet to a point and corner; Thence proceed in a northwesterly direction along the northern right-of-way line of Picardy Avenue along an arc of a curve concave to the southwest having a central angle of 02°18'11", a radius of 1506.85 feet, an arc length of 60.57 feet and a chord which bears North 60°24'32" West for 60.56 feet to a point and corner; Thence proceed North 61°33'37" West along the northern right-of-way line of Picardy Avenue a distance of 20.33 feet to a point and corner; Thence proceed along the northern right-of-way line of Picardy Avenue along an arc of a curve to the right having a central angle of 96°00'20", a radius of 66.50 feet, an arc length of 111.43 feet and a chord which bears North 13°33'27" West for 98.84 feet to the eastern right-of-way line of Bluebonnet Boulevard and the POINT OF BEGINNING. The above-described Parcel 7-A contains 74,409 square feet or 1.708 acres, more or less.

AND ALSO:

### PARCEL 8-A ~ MALL OF LOUISIANA

A certain tract or parcel of land designated as Parcel 8-A of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175,288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36108," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1996 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:

Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; thence North 55°28'47" West along the northern right-of-way line of the Kansas City Southern Railroad a distance of 1426.58 feet to the eastern right-of-way line of Bluebonnet Boulevard; thence North 28°26'23" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 1250.65 feet; thence along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the right having a central angle of 17°27'38", a radius of 879.92 feet, an arc length of 288.14 feet and a chord which bears North 37°10'10" East for 267.10 feet to the POINT OF BEGINNING; Thence proceed along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the right having a central angle of 14°43'53", a radius of 879.92 feet, an arc length of 226.24 feet and a chord which bears North 53°15'54" East for 225.61 feet to a point and corner; Thence proceed South 39°12'01" East a distance of 280.65 feet to a point and corner; Thence proceed in a southwesterly direction along an arc of a curve concave to the southeast having a central angle of 16°57'47", a radius of 495.00 feet, an arc length of 146.55 feet and a chord which bears South 42°19'05" West for 146.02 feet to a point and corner; Thence proceed South 33°50'12" West a distance of 8.34 feet to a point and corner; Thence proceed North 53°07'52" West a distance of 303.24 feet to the eastern right-of-way line of Bluebonnet Boulevard and the POINT OF BEGINNING.

The above-described Parcel 8-A contains 53,154 square feet or 1.220 acres, more or less.

AND ALSO:

### PARCEL 9-A ~ MALL OF LOUISIANA

A certain tract or parcel of land designated as Parcel 9-A of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1 B', 'A-2' and 'A-3' of the Paulat Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Gretnburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36106," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1996 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 860 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:

Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; thence North 56°28'47" West along the northern right-of-way line of the Kansas City Southern Railroad a distance of 1426.58 feet to the eastern right-of-way line of Bluebonnet Boulevard; thence North 28°26'23" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 1250.85 feet; thence along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the right having a central angle of 32°11'28", a radius of 879.92 feet, an arc length of 494.38 feet and a chord which bears North 44°32'06" East for 487.92 feet to the POINT OF BEGINNING; Thence proceed along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the right having a central angle of 13°11'35", a radius of 879.92 feet, an arc length of 202.61 feet and a chord which bears North 67°13'38" East for 202.18 feet to a point and corner; Thence proceed North 73°48'25" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 18.79 feet to a point and corner; Thence proceed South 21°12'12" East a distance of 227.96 feet to a point and corner; Thence proceed in a southwesterly direction along an arc of a curve concave to the southeast having a central angle of 16°18'02", a radius of 495.00 feet, an arc length of 140.83 feet and a chord which bears South 58°57'00" West for 140.35 feet to a point and corner; Thence proceed North 39°12'01" West a distance of 260.85 feet to the eastern right-of-way line of Bluebonnet Boulevard and the POINT OF BEGINNING.

The above-described Parcel 9-A contains 43,560 square feet or 1.000 acres, more or less.

AND ALSO:

### PARCEL 10-A ~ MALL OF LOUISIANA

A certain tract or parcel of land designated as Parcel 10-A of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Klempeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36106," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1988 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:

Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; thence North 58°28'47" West along the northern right-of-way line of the Kansas City Southern Railroad a distance of 1428.58 feet to the eastern right-of-way line of Bluebonnet Boulevard; thence North 28°28'23" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 1250.85 feet; thence along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the right having a central angle of 45°23'02", a radius of 879.92 feet, an arc length of 696.99 feet and a chord which bears North 51°07'54" East for 678.90 feet; thence North 73°49'25" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 18.79 feet to the POINT OF BEGINNING;

Thence proceed North 73°49'25" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 177.97 feet to a point and corner;

Thence proceed along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the left having a central angle of 00°07'43", a radius of 1029.93 feet, an arc length of 2.31 feet and a chord which bears North 73°45'32" East for 2.31 feet to a point and corner;

Thence proceed along an arc of a curve to the right having a central angle of 77°14'58", a radius of 40.00 feet, an arc length of 53.93 feet and a chord which bears South 58°30'22" East for 49.94 feet to a point and corner;

Thence proceed South 19°52'54" East a distance of 51.78 feet to a point and corner;

Thence proceed along an arc of a curve to the left having a central angle of 01°21'22", a radius of 1040.50 feet, an arc length of 24.63 feet and a chord which bears South 20°33'35" East for 24.63 feet to a point and corner;

Thence proceed South 21°14'18" East a distance of 30.72 feet to a point and corner;

Thence proceed along an arc of a curve to the right having a central angle of 89°59'58", a radius of 65.00 feet, an arc length of 102.10 feet and a chord which bears South 23°45'43" West for 91.92 feet to a point and corner;

Thence proceed South 68°45'42" West a distance of 129.08 feet to a point and corner;

Thence proceed along an arc of a curve to the left having a central angle of 01°39'41", a radius of 485.00 feet, an arc length of 14.35 feet and a chord which bears South 67°55'52" West for 14.35 feet to a point and corner;

Thence proceed North 21°12'12" West a distance of 227.95 feet to the eastern right-of-way line of Bluebonnet Boulevard and the POINT OF BEGINNING.

The above-described Parcel 10-A contains 44,472 square feet or 1.021 acres, more or less.



AND ALSO:

PARCEL 11-A ~ MALL OF LOUISIANA

A certain tract or parcel of land designated as Parcel 11-A of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36106," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1988 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 660 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:

Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; thence North 56°28'47" West along the northern right-of-way line of the Kansas City Southern Railroad a distance of 1426.58 feet to the eastern right-of-way line of Bluebonnet Boulevard; thence North 28°26'23" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 1250.65 feet; thence along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the right having a central angle of 45°23'02", a radius of 878.92 feet, an arc length of 696.99 feet and a chord which bears North 51°07'54" East for 678.90 feet; thence North 73°49'25" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 194.76 feet; thence along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the left having a central angle of 07°41'56", a radius of 1029.93 feet, an arc length of 138.39 feet and a chord which bears North 69°58'26" East for 138.29 feet to the POINT OF BEGINNING;

Thence proceed along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the left having a central angle of 08°08'18", a radius of 1029.93 feet, an arc length of 145.69 feet and a chord which bears North 62°04'19" East for 145.57 feet to a point and corner;

Thence proceed South 21°13'03" East a distance of 226.08 feet to a point and corner;

Thence proceed South 68°45'42" West a distance of 139.73 feet to a point and corner;

Thence proceed along an arc of a curve to the right having a central angle of 90°00'02", a radius of 40.00 feet, an arc length of 62.83 feet and a chord which bears North 66°14'17" West for 56.57 feet to a point and corner;

Thence proceed North 21°14'16" West a distance of 55.72 feet to a point and corner;

Thence proceed along an arc of a curve to the right having a central angle of 01°21'22", a radius of 988.50 feet, an arc length of 22.92 feet and a chord which bears North 20°33'35" West for 22.92 feet to a point and corner;

Thence proceed North 19°52'54" West a distance of 48.02 feet to a point and corner;

Thence proceed North 70°07'08" East a distance of 9.55 feet to a point and corner;

Thence proceed North 19°52'54" West a distance of 18.33 feet to a point and corner;

Thence proceed along an arc of a curve to the right having a central angle of 86°00'22", a radius of 25.00 feet, an arc length of 37.53 feet and a chord which bears North 23°07'17" East for 34.10 feet to the eastern right-of-way line of Bluebonnet Boulevard and the POINT OF BEGINNING.

The above-described Parcel 11-A contains 37,570 square feet or 0.863 acres, more or less.

AND ALSO:

## PARCEL 12 ~ MALL OF LOUISIANA

A certain tract or parcel of land designated as Parcel 12 of the Mall of Louisiana as shown on that plat or map entitled "Final Plat of Mall of Louisiana, Phase I and Phase II, being a subdivision of a 175.288 Acre Tract being composed of Tracts 'A-1B', 'A-2' and 'A-3' of the Paulat Tract and an undesignated Tract which was formerly a portion of the Miss Gertrude Kleinpeter property located in Sections 57 and 58, Township 7 South, Range 1 East, and Section 57, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana for Mall of Louisiana Associates, 4121 Carmichael Road, Suite 501, Montgomery, Alabama 36108," prepared by Ferris Engineering & Surveying, Inc., Ronald K. Ferris, P.E., P.L.S., dated July 17, 1996 and filed for public record in the East Baton Rouge Parish Clerk of Courts Office as Original 560 of Bundle 10721, with revisions the latest of which is dated May 4, 1998 and filed as Original 525 of Bundle 10889, and being more particularly described as follows:

Commence at the point formed by the intersection of the Section Line common to Sections 57 & 58, Township 7 South, Range 1 East and the northern right-of-way line of the Kansas City Southern Railroad right-of-way, said line being contiguous with the southern right-of-way of Picardy Avenue; thence North 56°28'47" West along the northern right-of-way line of the Kansas City Southern Railroad a distance of 1426.58 feet to the eastern right-of-way line of Bluebonnet Boulevard; thence North 28°26'23" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 1250.65 feet; thence along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the right having a central angle of 45°23'02", a radius of 879.92 feet, an arc length of 698.99 feet and a chord which bears North 51°07'54" East for 678.90 feet; thence North 73°49'25" East along the eastern right-of-way line of Bluebonnet Boulevard a distance of 194.78 feet; thence along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the left having a central angle of 15°48'14", a radius of 1029.93 feet, an arc length of 264.09 feet and a chord which bears North 65°55'17" East for 283.19 feet to the POINT OF BEGINNING;

Thence proceed along the eastern right-of-way line of Bluebonnet Boulevard along an arc of a curve to the left having a central angle of 12°32'30", a radius of 1029.93 feet, an arc length of 225.45 feet and a chord which bears North 51°44'55" East for 225.00 feet to a point and corner;

Thence proceed South 45°12'28" East a distance of 375.14 feet to a point and corner;

Thence proceed South 18°18'21" West a distance of 55.67 feet to a point and corner;

Thence proceed in a southwesterly direction along an arc of a curve concave to the south having a central angle of 39°32'16", a radius of 410.00 feet, an arc length of 282.93 feet and a chord which bears South 88°31'51" West for 277.35 feet to a point and corner;

Thence proceed South 68°45'42" West a distance of 71.19 feet to a point and corner;

Thence proceed North 21°13'03" West a distance of 226.08 feet to the eastern right-of-way line of Bluebonnet Boulevard and the POINT OF BEGINNING.

The above-described Parcel 12 contains 83,487 square feet or 1.917 acres, more or less.

## SCHEDULE 1

### PROHIBITED USES

- I. Any activity constituting a public or private nuisance;
- II. Any activity producing dust, dirt or fly ash in excessive quantities;
- III. Any activity involving unusual fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks). Nothing herein shall prohibit the sale of firearms as an ancillary part of its retail activities, such as a sporting goods store;
- IV. Any mortuary;
- V. Any heavy industrial use or for a purpose which may cause materially objectionable odors and/or untidiness ;
- VI. Any dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the premises from otherwise authorized uses and, in such latter event, only if handled in a reasonably clean and sanitary manner;
- VII. Pawn shop;
- VIII. Any gasoline or automobile service stations or automobile repair facilities;
- IX. Bowling alley;
- X. Outdoor circus, fair or other outdoor entertainment, but excluding temporary fairs, carnivals or entertainment in connection with the marketing of the first class shopping center/power center, not to exceed two times per year;
- XI. All residential uses (whether multi-family apartments, townhomes, condominiums or the like), provided, however, that residential use of high quality design, considered generally to be a product designed to be marketed to consumers at or above the mean income level for East Baton Rouge Parish, and designed to be leased to and/or occupied by market-rate tenants without any rent subsidy or other rental assistance, are permitted;
- XII. Flea market;
- XIII. Shooting range or gallery, whether indoor or outdoor;
- XIV. Any bookstore, theater or other establishment exhibiting, receiving substantial revenue from or offering for sale books, magazines, videotapes or other materials or services of a so-called "adult" or "x-rated" nature, including, without limitation, massage parlors (provided nothing herein shall prohibit the operation of a licensed health club offering spa services) and escort services;
- XV. Any bar or tavern, except a restaurant with a bar or tavern where the sale of alcoholic beverages does not exceed 40 percent of the gross sales of such business;
- XVI. (a) Retail uses on the entire Grantor Estate shall be limited to a total of 225,000 square feet of gross leaseable area. (b) On that portion of the Grantor Estate lying south of Ward's Creek (the "South Portion"), retail use shall be limited to no more than 50,000 square feet of gross leaseable area being located in a common format (a "Retail Cluster"); however all buildings may contain nonretail and residential uses without a square footage limitation. Each Retail Cluster shall be located at least 100' linear feet from another Retail Cluster. (c) The Retail Cluster requirement shall also apply to that portion of the Grantor Estate lying north of Ward's Creek and south of Interstate 10 (the "North Portion") as modified herein. The 50,000 net square footage limitation

does not apply in the North Portion, however, if a single user is more than 50,000 square feet of gross leasable area; then in such event, the retail use shall be no more than 100,000 square feet of gross leasable area in any Retail Cluster. Nothing herein shall prohibit Beneficiary from waiving these requirements in writing.

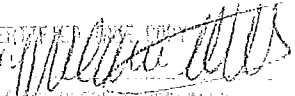
WITG 6-27-07 08:10 PM

FILED AND RECORDED  
COST COUNTY AUDITOR GENERAL

2007 JUNE 27 PM 08:10  
FILE BY

DOUGLAS W. HARRIS

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY  
BY:   
DEPUTY CLERK & RECORDER

## Exhibit F

### PUD Approval Stipulations

C

## PUD APPROVAL STIPULATIONS

BE IT KNOWN, that on the date indicated below, before the undersigned Notary Public, and in the presence of the subscribing witnesses, personally came and appeared:

**Willow Grove-North LLC**, a Louisiana limited liability company, whose Articles of Organization were filed with the Secretary of State of Louisiana on April 10, 2006, represented herein by its duly authorized member, Carmouche Construction Company, whose principal mailing address is 10343 Siegen Lane, Building 2A, Baton Rouge, Louisiana 70810 ("Declarant"),

who hereby imposes upon the Property described on Exhibit "A" (the "Property") the following PUD Approval Stipulations, which shall be covenants running with the land incidental to ownership thereof, and binding on Declarant, its successors and assigns in title:

1. General. Declarant shall develop the Property in accordance with specifications set forth on that certain plat showing the Concept Plan Information Package for The Grove, East Baton Rouge Parish, Louisiana, prepared by WHL Architecture (the "Plat") and as set forth on that certain Application for Planned Unit Development, for the City of Baton Rouge/Parish of East Baton Rouge as Application Number 5-07. All terms used herein shall have the meaning set forth in the Unified Development Code of the Parish of East Baton Rouge and the City of Baton Rouge, as amended from time to time (the "UDC"). These stipulations are hereby made a part of the PUD application and any violation hereof may be enforced in accordance with the UDC or as provided herein.
2. Maximum Height. Except as provided in paragraph 3 below, all Site Plan applications and Development Plan applications for The Grove shall comply with the height restrictions contained in the UDC.
3. Restriction. No buildings (as defined in the UDC) shall be constructed in the area described on Exhibit "B", which in general is the triangular area adjoining the rear of lots in Audubon Terrace or Morning Glen subdivision and accessed through Mint Drive.
4. Drainage. In connection with the construction of the improvements in The Grove, Declarant shall provide for storm water drainage in accordance with the drainage plan approved by the Department of Public Works.
5. Access. Declarant shall request the Property not provide for connection at the existing stub outs at Mint Drive and Tanager Street, except for use by emergency vehicles. The Property Owners Association for Audubon Terrace and Morning Glen subdivisions shall have the right to request that the Planning Commission and/or Metropolitan Council require Declarant to construct vehicular access at the point that Tanager Street abuts the development. This request must be made within five (5) years of Concept Plan Approval. Declarant shall provide the required vehicular access if notified by the Planning Commission and/or the Metropolitan Council, with construction to occur no later than three (3) years after the requirement has been

imposed. The Property Owners Association for Audubon Terrace and Morning Glen may also request that any Site Plan submittal or Development Plan submittal provide for pedestrian access. No pedestrian access will be provided unless requested by the Audubon Terrace and Morning Glen Property Owners Association.

6. Notice. The Declarant shall notify the Audubon Terrace and Morning Glen subdivision, together with all persons entitled to notice of actions as set forth below of the application filed with the Planning Commission:

- (a) any amendment to the Concept Plan (including permitted uses) other than minor administrative amendments not requiring notice under the UDC;
- (b) the Final Development Plan and any amendment thereto other than minor dimension changes;
- (c) proposed variations as described in UDC Section 8.216(J);
- (d) any other action which the UDC requires notice to adjoining property owners.

7. Purpose of Notice. The delivery of notice shall be solely for the purposes of providing information to enable any person to participate in the review process as provided in the UDC or contemplated by the PUD Approval Stipulations. The consent of any person entitled to notice is not required.

8. Successors and Assigns. The Declarant's rights and obligations are binding on and are for the benefit of its successors and assigns. Nothing herein shall require the Declarant to obtain the consent of, or give notice to, an entity that has been legally dissolved.

9. Condition of Approval. These PUD Approval Stipulations are a condition of approval of The Grove, and may be enforced by the City of Baton Rouge/Parish of East Baton Rouge in the event of noncompliance by the Declarant.

SIGNATURE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Declarant has executed these Stipulations on this 31 day of October, 2007 in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES: §

DECLARANT:

Willow Grove North LLC

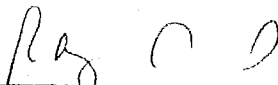
Name: 

By: Carmouche Construction Company, Member

Name: 

By: 

Richard M. Carmouche, President

  
Notary Public

Name and Bar Roll No. Randy P. Roussel

14387



**LAND USE SUMMARY**

Parcel	Area (Ac.)	Residential	Commercial	Industrial	Office	Public	Green Space	Total
1	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
2	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
3	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
4	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
5	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
6	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
7	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
8	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
9	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
10	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
11	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
12	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
13	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
14	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
15	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
16	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
17	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
18	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
19	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
20	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
21	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
22	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
23	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
24	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
25	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
26	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
27	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
28	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
29	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
30	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
31	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
32	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
33	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
34	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
35	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
36	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
37	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
38	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
39	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
40	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
41	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
42	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
43	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
44	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
45	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
46	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
47	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
48	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
49	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
50	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
51	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
52	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
53	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
54	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
55	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
56	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
57	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
58	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
59	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
60	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
61	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
62	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
63	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
64	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
65	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
66	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
67	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
68	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
69	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
70	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
71	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
72	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
73	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
74	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
75	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
76	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
77	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
78	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
79	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
80	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
81	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
82	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
83	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
84	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
85	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
86	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
87	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
88	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
89	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
90	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
91	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
92	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
93	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
94	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
95	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
96	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
97	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
98	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
99	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
100	10.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00

Sheet 3 of 5

**CONCEPT PLAN AND CIRCULATION PLAN**

**The Grove**

Planned Unit Development

Richard Carmouche

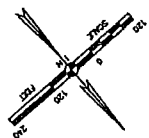
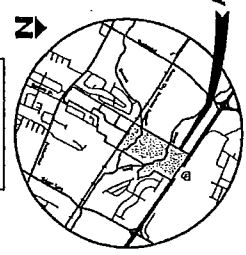
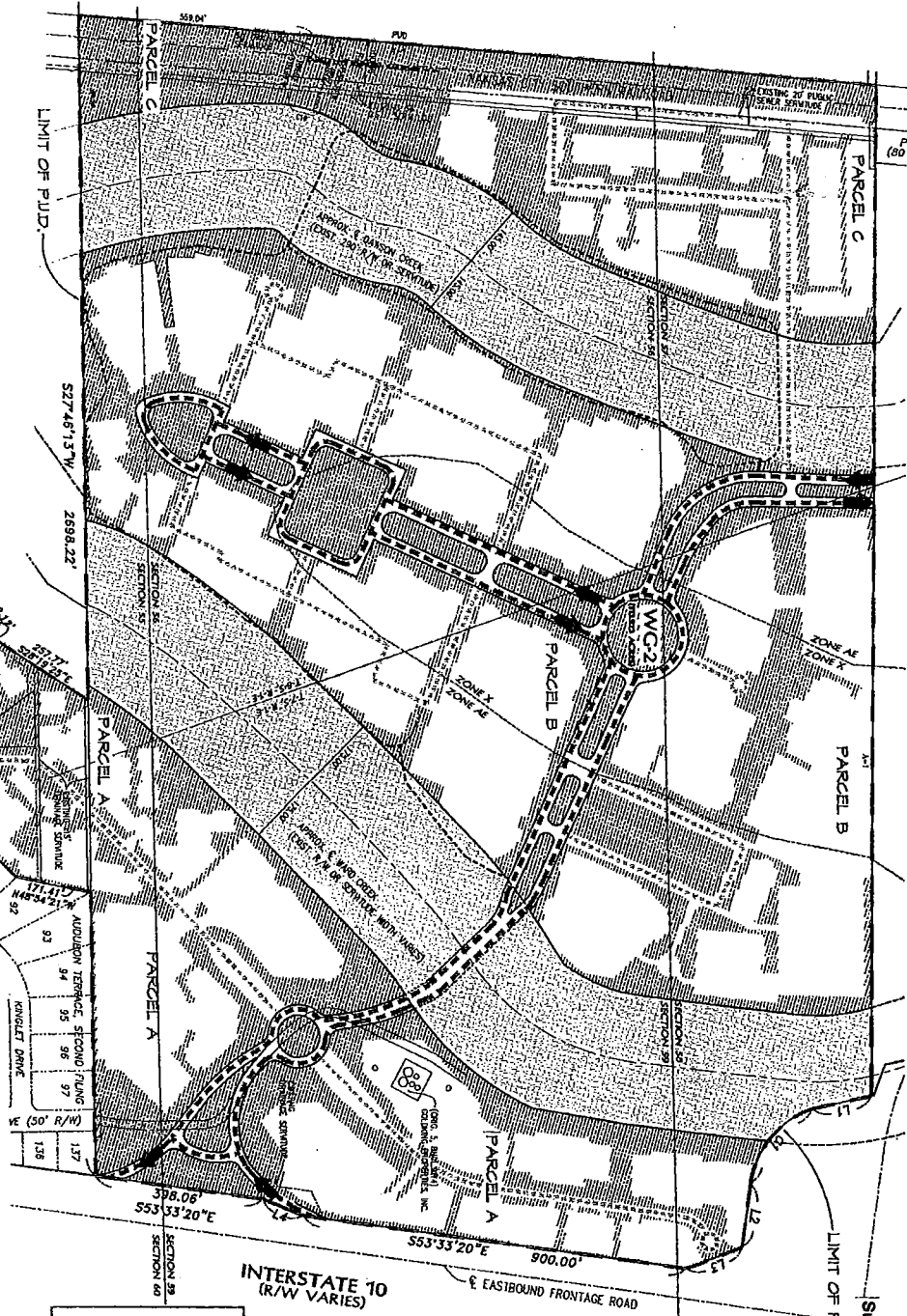
**FERRIS ENGINEERING & SURVEYING, LLC**

10000 N. 10th Ave., Suite 100, Phoenix, AZ 85020

PHOTO: 602-955-1111 FAX: 602-955-1112

DATE: 01/11/01

PROJECT: THE GROVE - PHASE 1



GENERAL DESCRIPTION  
FOR  
THE GROVE PLANNED UNIT DEVELOPMENT

LOCATION & SIZE

The Grove is a proposed Planned Unit Development located east of the Mall of Louisiana along Interstate I-10. The 118.3 acre development will emphasize the pedestrian-scaled experience of a mixed-use community built in a village center theme. A full array of urban land uses will include residential, commercial, retail, hotel, and offices. The site is divided into 3 parcels by the existing path of Ward's Creek and Dawson Creek, and will be linked by vehicular and pedestrian bridges into diverse yet coordinated community.

LAND USE CATEGORIES

The proposed PUD will consist of land uses as follows:

**Commercial/Office**

The site will contain approximately 775,000 square feet of commercial/office space. Uses within this category will include: Medium size Retail Outlets, Specialty Retail Shops, Retail Personal Services, Coffee Shops/Café, Drug Stores, Grocery Stores, Restaurants serving alcoholic beverages, Lounges and similar uses. Additionally the site is foreseeing two 180 room Hotels with associated dining and meeting facilities.

**Office**

The development of Office space will be dispersed over Parcels A and B. Offices will potentially contain office developments ranging in size from small garden office structures of 5,000 s.f. to single stand-alone office buildings of 40,000 s.f. Offices are also envisioned as woven throughout the central core of the development on 2 and 3<sup>rd</sup> levels above ground floor retail spaces.

**Residential**

The site envisions 850 living units located on Parcel B. The units will range in size from 2 to 4 bedrooms in size and is anticipated to average 1,250 square feet. Residential units will be scattered though out Parcel B and will include units over ground floor retail spaces at the core of the development as well as dedicated residential structures.

**Parking**

Parking will be provided via a combination of surface parking and parking garages. Most parking structures will be located in Parcel B where the highest densities will exist. Total planned parking for all parcels is for 5,438 vehicles. This yields an overall parking ration of approximately 2.7 spaces/1000 square feet of building area.

**Streets**

The site will be traversed by a public landscaped street and access boulevard connecting from the I-10 frontage road through the site to the Mall of Louisiana. The major residential development in Parcel B will connect to the access boulevard with a landscape boulevard. All secondary street will have street tree landscaping.

**Green Common Open Space**

The proposed development will combine approximately 33.14 acres of green open space in addition to the 29.78 acres of canal servitude, which will be available for the entire PUD. The green open space will consist of 28% of the entire site and the canal servitude is 25% of the site. Specific proposed uses within the Green Common Open Space will include a contiguous design of pedestrian and landscaped areas with walking and bike

trails connecting the three parcels. The east side perimeter of the site will be heavily landscaped adjacent to the existing residential area.

#### GENERAL LAND USE CATEGORIES

LAND USE TYPE	% OF TOTAL ACREAGE	No. of ACRES	SPECIFIC PROPOSED USE(S)
Commercial	3%	1.95 Ac.	266,000 s.f. of Building Area
Office	4%	3.82 Ac	284,000 s.f. of Building Area
Retail	6%	5.17 Ac.	225,000 s.f. of Building Area
Residential	13%	11.76 Ac.	1,221,875 s.f. of Building Area
Parking Areas	50%	44.96 Ac.	1,970,925 s.f. Surface and Structure Parking
Street Rights-of-Way	6%	5.01 Ac.	Landscaped Boulevards and Secondary Roads
Green Common Open Space	18%	15.93 Ac.	
Total	100%	88.52Ac.	
Canal Servitude		29.78 Ac.	--

#### LAND USE SUMMARY

PARCEL	LAND AREA	BLDG. AREA	MAX. BLDG.	AVAILABLE PARKING	PARKING RATIO
A	21.08ac.	229,000 sf	12 st.	916	4/1000
B	41.58ac.	1,657,875 sf	12 st.	4,082	2.5/1000
C	16.36ac.	110,000 sf	4 st.	440	4/1000
Street	9.50 ac.				

10/19/2007

<b>Canal Servitu de</b>	29.78ac.				
<b>Total</b>	118.3ac.	1,996,875 sf		5,438	2.7/1000

#### MINIMUM DESIGN STANDARDS

The Grove will feature a harmonious blend of regional southern-styled architecture, with an emphasis on climate responsive elements such as raised porches, balconies, broad roof overhangs, and awnings.

The richly landscaped street network will feature the convenience of on-street parallel parking for ease of access serving shoppers, visitors, and residents alike.

Landscaped pedestrian pathways will provide linkages throughout the community with four-foot wide concrete walkways.

A variety of common green spaces are located within each neighborhood parcel, in addition to the landscaped treatments along the edges of Ward's Creek and Dawson Creek to provide easy access to community open space.

Parking will be provided for approximately 5438 vehicles throughout the development, in a mix of concrete surface lots and parking garages.

#### ARCHITECTURAL THEME

The Grove will be built in a harmonious blend of regional southern-style architecture, with an emphasis on climate-sensitive features such as raised porches, broad balconies, deep roof overhangs, retail colonnades, and awnings.

The streetscape focus of the community will emphasize the character and detailing of the sidewalks, planting areas, building setbacks, street facades and view corridors.

A coordinated landscaping and lighting design will further enhance the neighborhood character of this unique mixed-use urban development.

#### UTILITIES

Letters have been written to the various utility companies requesting verification of availability of facilities to serve the development. The drainage study identifies facilities to serve the site.

#### HORIZON PLAN

The Horizon Plan land use designation for the site of the proposed PUD is currently Low Density Residential. Given the fact that the site is located next to the Mall of Louisiana and Interstate 10, the proposed development is consistent with adjacent land uses. Furthermore, perimeter landscape buffers are proposed to make the proposed development more aesthetically pleasing

to the adjacent residential areas. Consequently, the proposed development is in compliance with the Master Plan and its components and the goals and policies for development in East Baton Rouge Parish.



**THE GROVE**  
CARMOUCHE CONSTRUCTION COMPANY

WHL ARCHITECTURE

REICH ASSOCIATES

FERRIS LAND DESIGN

ADAMS ENGINEERS