

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

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

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE GROVE (DAWSON BLUFF)

PROVIDED COPY FOR  
CERTIFIED TRUE COPY  
BY Richard M. Carmouche  
DEPUTY CLERK AND RECORDER

BE IT KNOWN, that on this 21<sup>st</sup> day of December, 2021, before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

**Willow Grove-North LLC**, a Louisiana limited liability company, represented herein by its duly authorized representative, Richard M. Carmouche, whose Articles of Organization were filed with the Secretary of State of Louisiana on April 10, 2006, whose principal mailing address is P.O. Box 84612, Baton Rouge, Louisiana, 70884, and whose federal taxpayer identification number is xx-xxx4367 (herein referred to as "**Declarant**");

**WGN Phase I LLC**, a Louisiana limited liability company, represented herein by its duly authorized representative, Richard M. Carmouche, whose Articles of Organization were filed with the Secretary of State of Louisiana on April 10, 2006, whose principal mailing address is P.O. Box 84612, Baton Rouge, Louisiana, 70884, and whose federal taxpayer identification number is xx-xxx5882 (herein referred to as "**WGN**");

who did depose and say that:

RECITALS

- A. Declarant is the owner of the real property described on Exhibit A-1 attached to and made a part of this Supplemental Declaration of Covenants, Conditions and Restrictions of The Grove (Dawson Bluff) (as may be amended from time to time, this "**Supplemental Declaration**"). WGN is the owner of the real property described on Exhibit A-2. (The properties described on Exhibits A-1, A-2, and A-3 are herein after referred to as the "**Dawson Bluff Tracts**");
- B. The Dawson Bluff Tracts comprises a portion of a planned unit development (PUD 5-07, Ordinance #14115) known as The Grove, and the Dawson Bluff Tracts are subject to that certain Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated April 27, 2012 and recorded on May 4, 2012 with the office of the Clerk of Court and Recorder of Mortgages at Original 622, Bundle 12407, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated January 12, 2015 and recorded January 13, 2015 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 730, Bundle 12628, as further amended by that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the

Grove dated and recorded November 18, 2015 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 239, Bundle 12696, as further amended by that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated July 17, 2017 and recorded July 18, 2017 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 083, Bundle 12827, and as further amended by that certain Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated \_\_\_\_\_, 2021 and recorded \_\_\_\_\_, 2021 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original \_\_\_\_\_, Bundle \_\_\_\_\_ (collectively, the "**Master Declaration**");

- C. Declarant and WGN intend to subdivide and develop residential lots on the Dawson Bluff Tracts for sale in a series of transactions (with each such conveyance of Lots being referred to hereinafter as a "**Dawson Bluff Filing**" and collectively, the "**Dawson Bluff Filings**") as part of the community in The Grove, including, but not limited to, the first Dawson Bluff Filing, being the conveyance of Lots 1-51 as depicted on the following Final Plat: "Final Plat of Dawson Bluff Townhomes, 1<sup>st</sup> Filing, comprising of Lots 1-51, CA-1 & CA-2, formerly Tract WG-2E-2-A, located in Section 59 T-7-S R-1-E and Section 56, T-8-S, R-1-E Greensburg Land District, East Baton Rouge Parish, Louisiana," prepared by Matthew S. Estopinal, P.E., P.L.S., dated December 2, 2021 and recorded December 8, 2021 with the Clerk and Recorder for East Baton Rouge Parish, Louisiana at Original 962, Bundle 13153;
- D. Each Dawson Bluff Filing shall be subject to the terms and conditions of the Master Declaration and this Supplemental Declaration upon the date of conveyance of the first lot in such Dawson Bluff Filing to a non-Declarant Owner. Until such time as all of the Dawson Bluff Tracts have been resubdivided into individual lots pursuant to a Dawson Bluff Filing, such remaining portions of the Dawson Bluff Tracts shall be considered Additional Property under the Master Declaration and this Supplemental Declaration;
- E. Declarant and WGN believe that the establishment of a uniform plan of residential development affecting the Dawson Bluff Filings according to the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Supplemental Declaration will enhance the value of the Dawson Bluff Filings; and
- F. Declarant and WGN intend that the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Supplemental Declaration shall run with the Dawson Bluff Filings, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Dawson Bluff Filings, and their heirs, successors and assigns.

NOW 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 and WGN execute this Supplemental Declaration affecting the

Dawson Bluff Filings, and by this Supplemental Declaration, imposes upon the Dawson Bluff Filings the restrictions, conditions, liens and servitudes hereinafter set forth.

## **Article 1 - General**

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

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

**1.2 Supplemental Declaration Running with Land.** The covenants, conditions and restrictions of this Supplemental Declaration shall run with and shall inure to the benefit of and shall be binding upon: (a) the Dawson Bluff Filings; (b) the Declarant and its successors and assigns; (c) the Dawson Bluff Property Owners' Sub-Association, Inc.; and (d) all persons having or hereafter acquiring any right, title or interest in a Lot or Lots and their respective heirs and personal representatives. These covenants, conditions and restrictions shall be building restrictions in accordance with Louisiana Civil Code Article 775 *et seq.* and predial servitudes, with each Lot being a dominant estate and a servient estate in accordance with Louisiana Civil Code Article 646 *et seq.*, or servitudes by destination of owner under Louisiana Civil Code Article 741. All provisions herein, including the Design Code, to the extent in conflict with existing provisions in the Declaration, shall supersede and control.

**1.3 Development of Dawson Bluff Filings.** The Dawson Bluff Filings 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 Supplemental Declaration. These Declarations are in addition to and supplement those declarations contained in the Master 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 portions of the Dawson Bluff Tracts which are Additional Property, or a portion thereof, to the provisions of this Supplemental Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Dawson Bluff Filings. 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 Supplemental Declaration. To the extent the Additional Property is owned by WGN, the following rules shall also apply to such property and will be made subject to the Supplemental Declaration upon request of Declarant:

**1.4.1 Term of Option.** The option may be exercised by Declarant at any time during a period of ten (10) years from the date of this Supplemental Declaration, provided, however, that Declarant reserves the right to terminate such option, in whole or in part, at any time prior to the expiration of such ten (10) year period 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 prior to the expiration of such ten (10) year period.

**1.4.2 No Limitations.** The description of the Additional Property as of the date hereof is set forth on Exhibit A-3. Portions of the Additional Property may be added to the Dawson Bluff Tracts 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 Dawson Bluff Tracts. The exercise of the option to submit a portion of the Additional Property to the Supplemental 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 Supplemental Declaration, Declarant reserves the right to designate the size and boundaries of the Lots and building setbacks.

**1.4.4 Use Restrictions.** The Additional Property, if made subject to this Supplemental Declaration, shall be subject to the use restrictions contained herein.

**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 Supplemental 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 a Lot on the Additional Property shall become a Member of The Grove Property Owners Association, Inc. The voting rights of such membership are set forth in

the Master Declaration, as well as a Member of the Dawson Bluff Townhomes Homeowners Association, Inc..

**1.4.8 Required Documentation.** The option reserved may be exercised by Declarant only by the execution of an amendment to this Supplemental 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 Supplemental Declaration.

## **Article 2 - Definitions**

*This Article defines the capitalized terms used throughout the document.*

**2.1 Additional Property.** “Additional Property” shall mean and refer to the immovable property owned by Declarant and any additional property owned by WGN, or which may be owned by Declarant or WGN in the future, as described on Exhibit A-3 which may be made subject to this Supplemental Declaration in accordance with Article 1.

**2.2 Appointment Period.** “Appointment Period” shall mean the period of time commencing as of the date of Recordation of this Supplemental Declaration and continuing until the earlier of (a) the date on which Declarant voluntarily relinquishes its right to appoint the members of the Design Review Board in accordance with Section 3.2, but in no event prior to December 31, 2024; (b) the moment after all Lots in the Dawson Bluff Filings have been conveyed by Declarant to non-Declarant Owners, or (c) December 31, 2035.

**2.3 Articles of Incorporation.** “Articles of Incorporation” shall mean the Articles of Incorporation of the Dawson Bluff Townhomes Homeowners Association, Inc., as amended from time to time.

**2.4 Assessments.** “Assessments” shall mean the Residential Assessments, Common Assessments, Special Assessments, Reimbursement Assessments, and Assessments due under the Master Declaration as set forth herein and in the Master Declaration.

**2.5 Assessment Period.** “Assessment Period” shall mean such six (6) consecutive calendar month period selected by the Board of Directors of the Dawson Bluff Sub-Association for the levying, determining and assessing of the semiannual Assessments under the Master Declaration. The Residential Assessments shall be included as part of the Assessments levied by the Board of Directors of the Dawson Bluff Sub-Association.

**2.6 Board of Directors or Board.** “Board of Directors” or “Board” shall interchangeably mean the Board of Directors of the Dawson Bluff Sub-Association. The first members of the Board of Directors are: Richard Carmouche, Cathy Carmouche, and Sebastian Alvarez.

**2.7 Budget.** “Budget” shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Dawson Bluff Sub-Association in performing its functions under the Master Declaration and the By-Laws. The Dawson Bluff Sub-Association shall administer

the Residential Assessments along with all other Assessments. The Residential Assessments shall be included as a line item on the Budget to be assessed against the Owners of Residential Lots only.

**2.8 By-Laws.** “By-Laws” shall mean the By-Laws of the Dawson Bluff Townhomes Homeowners Association, Inc, adopted by the Board of Directors, as amended from time to time.

**2.9 Dawson Bluff Filing.** Each “Dawson Bluff Filing” shall mean the resubdivision of all or a portion of the Dawson Bluff Tracts into individual lots created upon the Recordation of a Final Plat of such Lots, which shall include without limitation the Residential Lots and the Residential Common Areas. Each Dawson Bluff Filing shall be subject to the terms of conditions of this Declaration upon the date of conveyance of the first lot in such Dawson Bluff Filing to a non-Declarant Owner. Until such time as all of the Dawson Bluff Tracts have been resubdivided into individual Lots pursuant to a Dawson Bluff Filing, such remaining portions of the Dawson Bluff Tracts shall be considered Additional Property under this Declaration. Portions of the Dawson Bluff Tracts not yet included in a Dawson Bluff Filing shall remain “Additional Property” as that term is defined in this Supplemental Declaration.

**2.10 Dawson Bluff Lot, Lot or Residential Lot.** “Dawson Bluff Lot,” “Lot” or “Residential Lot” shall mean any lot or parcel of land within a Dawson Bluff Filing designated for residential construction or use which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a Lot on the Final Plat. Lot shall not include any other property contemplated in the Master Declaration, which is not part of the Dawson Bluff Filings as defined herein.

**2.11 Dawson Bluff Sub-Association.** “Dawson Bluff Sub-Association” shall refer to the Dawson Bluff Townhomes Homeowners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns, as referred to in this Supplemental Declaration and in the Master Declaration.

**2.12 Dawson Bluff Tracts.** “Dawson Bluff Tracts” shall mean the property within The Grove, as described in Exhibit A-1, Exhibit A-1 and Exhibit A-3 attached hereto.

**2.13 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 Supplemental Declaration. Notwithstanding the foregoing, a successor of Willow Grove-North LLC receiving all or substantially all of the Dawson Bluff Tracts owned by Declarant by reason of a foreclosure, dation en paiement, merger or consolidation, shall be deemed a successor and assign of Declarant.

**2.14 Design Code.** “Design Code” shall mean the plans and specifications adopted by the Design Review Board, including the elevations attached hereto as Exhibit B.

**2.15 Design Review Board.** “Design Review Board” shall mean The Dawson Bluff Design Review Board as elected by the Owners of Dawson Bluff Lots pursuant to this Supplemental Declaration



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

**2.17 Final Plat.** "Final Plat" shall collectively mean all final plats affecting the Dawson Bluff Tracts or any portion thereof, including without limitation that map entitled "Final Plat of Dawson Bluff Townhomes, 1<sup>st</sup> Filing, comprising of Lots 1-51, CA-1 & CA-2, formerly Tract WG-2E-2-A, located in Section 59 T-7-S R-1-E and Section 56, T-8-S, R-1-E Greensburg Land District, East Baton Rouge Parish, Louisiana," prepared by Matthew S. Estopinal, P.E., P.L.S., dated December 2, 2021 and recorded December 8, 2021 with the Clerk and Recorder for East Baton Rouge Parish, Louisiana at Original 962, Bundle 13153, along with any other final plat affecting the Dawson Bluff Tracts Recorded hereafter.

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

**2.19 Improvements.** "Improvements" shall mean all residences, buildings or other structures and any appurtenances thereto of every type or kind as are visible outside of the Lot from any direction. Improvements shall include without limitation, fence, walls, pools, 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.

**2.20 Master Declaration.** "Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated April 27, 2012 and recorded on May 4, 2012 with the office of the Clerk of Court and Recorder of Mortgages at Original 622, Bundle 12407, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated January 12, 2015 and recorded January 13, 2015 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 730, Bundle 12628, as further amended by that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated and recorded November 18, 2015 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 239, Bundle 12696, as further amended by that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated July 17, 2017 and recorded July 18, 2017 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 083, Bundle 12827, and as further amended by that certain Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions and Creation of Reciprocal Servitudes for the Grove dated December 21, 2021, ~~2020~~ and recorded December 22, 2021 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 507, Bundle 13157.

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

**2.22 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.

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

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

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

**2.26 Private Servitudes of Passage.** "Private Servitudes of Passage" shall mean the certain private servitudes of passage shown on the Final Plat, which shall be predial in nature and run with the land.

**2.27 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.

**2.28 Residential Assessment.** "Residential Assessment" shall mean an assessment for costs as described in Article 5 of this Supplemental Declaration.

**2.29 Residential Common Area.** "Residential Common Area" or "Residential Common Areas" shall mean any portion of the Dawson Bluff Filings which is for the primary use and benefit of all of the Owners of Lots and is designated as Residential Common Area on the Final Plat.

**2.30 Residential Rules and Regulations.** "Residential Rules and Regulations" shall mean the rules and regulations adopted by the Design Review Board from time to time pursuant to this Supplemental Declaration.

**2.31 Supplemental Declaration.** "Supplemental Declaration" shall mean this Supplemental Declaration of Covenants, Conditions and Restrictions of The Grove (Dawson Bluff), as amended from time to time.

**2.32 The Grove.** "The Grove" means the property subject to the Master Declaration, as described therein.



**2.33 Other Definitions.** Capitalized terms not otherwise defined herein shall have the meaning given to them in the Master Declaration.

### **Article 3 - Dawson Bluff Sub-Association and Design Review Board**

*This Article explains how the Dawson Bluff Sub-Association and the Design Review Board are managed as well as the levying of Residential Assessments, and appoints the members of the Design Review Board.*

**3.1 Dawson Bluff Sub-Association.** The Dawson Bluff Sub-Association has been established to control and administer the Dawson Bluff Filings. The Dawson Bluff Sub-Association is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Dawson Bluff Sub-Association shall have the duties, powers and rights set forth in the Master Declaration, this Supplemental Declaration, other Supplemental Declarations as adopted from time to time, the Articles of Incorporation and the By-Laws. Management, membership and voting rights in the Dawson Bluff Sub-Association shall be as set out in the Articles of Incorporation, By-Laws and the Master Declaration.

**3.2 Design Review Board.** The Design Review Board is a Sub-Association (as defined in the Master Declaration) of the Dawson Bluff Sub-Association, formed to assist the Dawson Bluff Sub-Association in carrying out its duties with regard to the Dawson Bluff Filings, including but not limited to, the approval or disapproval of construction plans for Improvements on Residential Lots and to advise the Board of Directors of the Dawson Bluff Sub-Association of enforcement actions necessary to bring Lots in compliance with the Supplemental Declaration and the Master 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. Except during the Appointment Period, two (2) of the members of the Design Review Board shall be Owners. Following the expiration of the Appointment Period, the Design Review Board is to be composed of up to three (3) individuals elected by a majority vote of the Owners of the Residential Lots.

**3.2.1 Members.** The members of the Design Review Board shall serve for three (3) year terms, unless removed by the Board of Directors prior to expiration of the term and shall serve without pay or any other compensation. The first members of the Design Review Board are:

- a. Richard Carmouche  
7177 Lanes End  
Baton Rouge, Louisiana 70810
- b. Sebastian Alvarez  
17732 Highland Road  
Baton Rouge, Louisiana 70810
- c. Cathy Carmouche  
7177 Lanes End  
Baton Rouge, Louisiana 70810

The initial terms shall be as follows: three (3) years from the date of the Supplemental Declaration for Richard Carmouche, two (2) years from the date of the Supplemental Declaration for Carlos Alvarez, and one (1) year from the date of the Supplemental Declaration for Cathy Carmouche. Successors shall serve full three (3) year terms.

**3.3 Management and Care of Residential Common Areas.** The Design Review Board shall have such rights delegated to it by the Dawson Bluff Sub-Association in managing, operating, caring for, maintaining and repairing the Residential Common Areas and keeping the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Dawson Bluff Sub-Association shall have title to the Residential Common Areas, and no Owner or any other Person shall have the right to claim, own or partition any Residential Common Area. No Owner (or Tenant, in the case of a leased Dwelling Unit) may make use of any of the Residential Common Areas with more than two (2) guests at one time without the prior written consent of the Dawson Bluff Sub-Association and/or the Design Review Board.

**3.4 Private Servitudes of Passage.** Declarant is the fee title owner of the Private Servitudes of Passage and hereby reserves the right to dedicate to the public all or any portion of the Private Servitudes of Passage. Unless publicly dedicated by Declarant, the Private Servitudes of Passage shall remain private access drives and shall be maintained and repaired by the Dawson Bluff Sub-Association at the expense of the Owners. Declarant hereby reserves the right and shall have the sole authority to grant servitudes, permits and licenses of access, utility, drainage, water facility and other servitudes in, on, over, across or under the Private Servitudes of Passage. Declarant shall have the sole right to transfer fee title to the Private Servitudes of Passage to the Dawson Bluff Sub-Association, and the Dawson Bluff Sub-Association shall accept fee title to the Private Servitudes of Passage without any warranty whatsoever. The Declarant, during the Appointment Period, and thereafter, the Dawson Bluff Sub-Association, shall have the right to restrict access to the Private Servitudes of Passage to Owners and their guest(s) possessing security access codes. Such access restrictions may be accomplished by a mechanical device such as a gate.

**3.4.1 Grant of Reciprocal Servitudes.** Subject to any express conditions, limitations, or reservations contained herein, the Declarant hereby grants, delivers, and establishes a non-exclusive, predial, and reciprocal servitude of access, passage, and use of ingress, egress, both pedestrian and vehicular, over, across, and upon the Private Servitudes of Passage, any common area access drives or other private streets, as may be indicated on the Final Plat recorded in connection with any Dawson Bluff Filing, for the benefit of each Lot and each Residential Common Area, and each Lot Owner and owner of a Residential Common Area and their permittees. There shall be no parking, loading, unloading, barriers, obstruction, or other restrictions that will unreasonably interfere with the free flow of vehicular traffic over the Private Servitudes of Passage or other common area access drives or private streets.

**3.5 Residential Rules and Regulations.** The Design Review Board shall propose the Residential Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this or any amended or Supplemental Declaration pertaining primarily to use of the Residential Lots, the operation of the Design Review Board, and the use and enjoyment of Residential Common Areas. Residential Rules and Regulations

shall be effective only upon adoption by resolution of the Dawson Bluff Sub-Association. Any Residential Rules and Regulations shall be reasonably and uniformly applied. In the event of any conflict between the Residential Rules and Regulations and the Master Declaration, the Master Declaration shall prevail. In the event of any conflict between the Residential Rules and Regulations and this Supplemental Declaration, this Supplemental Declaration shall prevail. The Design Review Board shall have the power to enforce the provisions of this Supplemental Declaration and the Residential Rules and Regulations, and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner.

**3.6 Other Duties of Design Review Board.** The Design Review Board shall assist the Dawson Bluff Sub-Association in monitoring and enforcing the restrictions applicable to the Dawson Bluff Filings as set out herein (and in any other Supplemental Declarations). The Design Review Board shall also have the other responsibilities delegated by the Board of Directors, or set out in the Articles of Incorporation, By-Laws or any other Supplemental Declaration properly adopted and filed affecting the Dawson Bluff Filings.

**3.7 Residential Assessments.** The Dawson Bluff Sub-Association shall have the right to levy and collect Residential Assessments on Residential Lots. The revenue from the Residential Assessments will be used for such purposes as will, in the opinion of the Board of Directors of the Dawson Bluff Sub-Association, benefit the Residential Lots and their residents and Owners, the Residential Common Areas or any other property within The Grove which may provide a benefit to the Residential Lots and their residents and Owners. Such purposes may include maintenance of Residential Common Areas, police services, and any other services generally undertaken or furnished by such private associations of property owners. The Dawson Bluff Sub-Association may from time to time delegate responsibilities for Residential Assessments to the Design Review Board. Further, the Dawson Bluff Sub-Association shall impose the prorated amounts identified as Category One and Category Two Assessments identified in Section 8.1 of the Master Declaration as "Assessments" against the Dawson Bluff Lots and shall remit such amounts in bulk to the Master Association. All Assessments shall be a charge and continuing lien on the Residential Lots and improvements thereon against which each such Assessment is made. Each such Assessment, together with late fees and interest thereon until collected and the costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the Owner of the Residential Lot in addition to the lien on the Residential Lot at the time when the Assessment first becomes due and payable and shall create a lien upon the Residential Lot on which the Assessment was established.

#### **Article 4 - Duties and Powers of Dawson Bluff Sub-Association**

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

**4.1 General Duties and Powers of Dawson Bluff Sub-Association.** General duties of the Dawson Bluff Sub-Association are set out in the Master Declaration.

#### **Article 5 - Assessments**

*This Article describes the procedure the Dawson Bluff Sub-Association must follow to levy Assessments.*

**5.1 Determination of Residential Assessments.** In addition to the Assessments which may be levied on Dawson Bluff Lots in accordance with the Master Declaration, the Board of Directors shall have the specific right, to levy and collect (by legal proceedings if necessary) from each Owner of a Dawson Bluff Lot, Residential Assessments in any amount it determines is necessary, for matters affecting the Dawson Bluff Filings, the Owners of Residential Lots, or the operation of the Design Review Board. Assessments shall be in equal amounts per Residential Lot and shall be made in writing directed to the Owner of the Lot. The Residential Assessments shall be the personal responsibility of the Owner of each Lot, which Owner assumes such responsibility upon the purchase of a Lot. In addition to using the revenue for the purpose specified herein, the Board of Directors may use the revenue for such purposes as will, in the opinion of the majority of the Board of Directors, benefit all of the Owners. Liens and other collection rights on unpaid Residential Assessments shall be determined as set out in the Master Declaration.

**5.2 Authority.** The Residential Assessments contemplated in this Supplemental Declaration are subject to the terms and conditions therein, including without limitation, the provisions regarding the procedures for collection and enforcement contained in Sections 8.13 through 8.19 therein.

## **Article 6 - General Restrictions Applicable to Dawson Bluff Filings**

*This Article details the specific building requirements and design specifications applicable to all Residential Lots. It also describes the procedures by which the Design Review Board performs its functions.*

**6.1 Restrictions on Use.** The following restrictions on use shall apply equally to the Dawson Bluff Filings and each Residential Lot:

**6.1.1 Use Restrictions.** Subject to the rights of Declarant set forth elsewhere, each Residential Lot shall be improved with a Dwelling Unit for residential living purposes and such purposes as are customarily incident thereto. Notwithstanding the foregoing, any one (1) or more of the Residential Lots may be utilized as the location for the providing of public fire, police or other security services to the Owners within the Property. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. No school, church, assembly hall or group home of any kind (including without limitation any "community home" as defined in La. R.S. 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such.

**6.1.2 No Temporary Structures.** No trailer, basement, shack, or barn shall at any time be used as a residence, temporarily or permanently. Temporary structures are permitted only in connection with the construction of Improvements on any Residential

Lot and must be removed within one hundred twenty (120) days from being placed on the Residential Lot. No residence may be occupied until it has been completed in accordance with approved plans and specifications.

**6.1.3 Free of Debris.** No Lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the Lot immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free of noxious odors and insects. No building materials may be kept on site except in connection with the construction of Improvements approved by the Design Review Board. Further, each individual Lot Owner shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials and supplies, and/or any equipment which is stored outside, as described further in Section 6.3.14. Items will be considered screened only if they are not visible from the street or adjacent properties.

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

**6.2.1 Specific Plan Requirements.** No Improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereto be made, on any Lot, until plans and specifications prepared by an approved home 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, garage door and garage specifications, and the grading plan of the Lot and plans for landscaping of the Lot on which the Improvements are to be erected 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 builders/contractors is submitted in writing by the Owner to the Design Review Board and approved. The requirement that the plans be prepared by an architect licensed under the laws of the state of Louisiana may be waived by the Design Review Board in its sole discretion, provided the home designed is approved by the Design Review Board.

**6.2.2 Number of Plans.** Two (2) sets of plans, including plot plan, must be submitted for Design Review Board approval. One (1) 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.

**6.2.3 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 Supplemental Declaration and the Master Declaration. The Design Review Board shall have the absolute and sole right to control and decide the precise site, location, and orientation of any house, dwelling or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot to recommend a specific 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.

**6.2.4 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 Dawson Bluff Sub-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 Dawson Bluff Filings. 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 Dawson Bluff Sub-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.

**6.2.5 Finality of Decision.** An Owner may appeal a decision made by the Design Review Board by petitioning the Board of the Dawson Bluff Sub-Association to review the decision. The decision reached by the Board of the Dawson Bluff Sub-Association shall be in its sole discretion and shall be final, binding and non-appealable.

**6.2.6 Variances.** The Dawson Bluff Sub-Association at its discretion, has the right to approve any waivers or deviations from this Supplemental Declaration that it deems are appropriate. Further, written approval of the Dawson Bluff Sub-Association must be obtained by an Owner for any waiver of the City of Baton Rouge/Parish of East Baton Rouge (“**City/Parish**”) Unified Development Code the Owner seeks to obtain; any waiver granted by the City/Parish without the prior written approval of the Dawson Bluff Sub-Association must nevertheless receive Dawson Bluff Sub-Association approval. The Dawson Bluff Sub-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.

**6.2.7 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 Supplemental 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 fee initially established for such

review shall be Three Hundred and NO/100 Dollars (\$300.00) and the Design Review Board shall have the right to increase this amount from time to time. For subsequent Improvements, changes or alterations of any kind made on the Lot, the amount of the review fee shall be determined by the Design Review Board.

**6.2.8 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 Lot, the Owner shall make (or the Owner shall cause his or her builder to make) a Five Hundred and NO/100 Dollars (\$500.00) construction deposit payable to the Dawson Bluff Sub-Association; provided however, that Carlos Alvarez shall not be responsible for construction deposits on Lots owned by him or his affiliates during the Appointment Period. The purpose of the construction deposit is to insure a clean job site, compliance with the restrictions contained in this Supplemental 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 Dawson Bluff Sub-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 Lots 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 Dawson Bluff Sub-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 Dawson Bluff Sub-Association shall have the right to impose a Reimbursement Assessment and to enforce the Reimbursement Assessment in the same manner as Reimbursement Assessments, as provided in the Master Declaration, including without limitation the right to file a lien on the Lot 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 Lot in accordance with the approved plans and completion of landscaping as set forth in this Supplemental 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.

**6.2.9 Indemnification.** Each member of the Design Review Board shall be indemnified by the Owners of Lots 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.

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

**6.2.11 Removal of Trees.** No tree may be removed from a Residential Lot without the prior written approval of the Design Review Board. Trees that remain on a Residential Lot must be protected during construction. No heavy equipment, material storage nor added topsoil may be placed within the drip-line of the tree. Should the roots require severe pruning or cutting, a licensed arborist must be consulted and his recommendations submitted to the Design Review Board prior to start of work.

**6.2.12 Design Code.** "Design Code" shall mean the plans, elevations and specifications attached hereto as Exhibit B.

**6.3 Restrictions on Improvements.** All Improvements on each Lot shall comply with the following restrictions:

**6.3.1 Design Guidelines.** The design, location, colors, style and materials that may be used for chimneys, fireplace flue enclosures, exterior materials, porches, columns, doors, entries, windows, shutters, dormers, roof ventilation, cornices, rakes, gutters, downspouts, equipment, trash receptacles, and lighting must conform with the plans and specifications submitted to and approved by the Design Review Board in accordance with the procedures set forth in Section 6.2.

**6.3.2 Setbacks.** Setbacks shall be determined by the PUD Approval. Such designs may be amended, or additional designs may be adopted, from time to time, as deemed necessary or appropriate by Declarant or the Dawson Bluff Sub-Association.

**6.3.3 Garages.** All residences shall have a private garage of adequate size and access for at least two (2) places per Dwelling Unit. Garage doors must be submitted for approval with plans and approved by the Design Review Board. Any proposed carports or non-attached garages must be approved by the Design Review Board.

**6.3.4 Accessory Building.** Gazebos, storage buildings, pigeoniers, pergolas, arbors and other detached structures should relate architecturally to the design of the residence in both form and material. Design and location of accessory buildings must be submitted for approval with plans and approved by the Design Review Board.

**6.3.5 Driveways and Walkways.** Driveways shall be constructed of concrete, preapproved palette of brick or concrete pavers. Additional details such as brick edging, paving patterns, inlays, etc. are encouraged, and should be considered on an individual basis. In order to preserve the continuity of streetscape, one curb cut will be allowed per Lot. All proposed driveway locations must be approved by the Design Review Board.

**6.3.6 Parking.** All automobiles owned or used by Owners or occupants of any structure located on any Lot (other than temporary guests and visitors remaining for less than forty-eight (48) hours) shall, as far as possible, be parked in garages or in parking spaces constructed on the Lot and not on any of the Private Servitudes of Passage. No more than four (4) vehicles may be parked on any single Lot at one (1) time, and at least two (2) of those vehicles must be parked in the garage. All other temporary guests and visitors are encouraged to park on the Private Servitudes of Passage and walk to their destination; provided, however, that no vehicles may be parked on any of the Private Servitudes of Passage or other driving surface in any manner that blocks the driving surface in any Private Servitudes of Passage or private driveway. Any unregistered, unauthorized or illegally parked vehicle of any kind will be towed at the expense of the owner of the vehicle. The Dawson Bluff Sub-Association shall have the authority to promulgate Residential Rules and Regulations to govern vehicle operation and parking in the Dawson Bluff Filings. Furthermore, although not expressly prohibited hereby, the Dawson Bluff Sub-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 Dawson Bluff Filings. The keeping of a mobile home, trailer, or recreational vehicle (RV), either with or without wheels, on any Lot covered by this Supplemental Declaration is prohibited. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any Lot, except (a) within enclosed garages or workshops or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

**6.3.7 Fencing.** Plans and specifications for proposed fences shall be including in the submission of plans to the Design Review Board. All fences are subject to approval by the Design Review Board. All fences constructed on Residential Lots shall be maintained by the individual Lot Owners. In the event that a fence located along the exterior of two (2) Lots requires maintenance, repair or replacement, the adjoining Lot Owners shall have a mandatory obligation to perform such maintenance, repair or replacement utilizing materials which are substantially similar to the original materials and any cost sharing or reimbursement obligation amongst Owners shall be responsibility of such Owners (and the Association shall have no obligation to intervene in such cost sharing or reimbursement discussions). Fences, garden walls, street walls and street edges erected or constructed on Residential Common Areas shall be maintained by the Dawson Bluff Sub-Association, in accordance with Section 5.1.

**6.3.8 Exterior Materials.** The proposed materials for exterior building walls shall be included in the design of each home and shall be subject to review and approval by the Design Review Board.

**6.3.9 Window Coverings.** All window coverings shall be lined or constructed with neutral colors so as to not detract from the exterior of the home. The use of foil, sheets, paper or other inappropriate material will not be allowed.

**6.3.10 Equipment Enclosure.** An enclosure for mechanical equipment and garbage cans shall be included in the design of each home and shall be subject to review and approval by the Design Review Board.

**6.3.11 Remodeling and Additions.** Any and all work done to the residence, that affects the exterior appearance of the home must have prior approval from the Design Review Board. This includes, but is not limited to, painting, additions, landscape features, fencing, etc.

**6.3.12 Residential Common Areas.** No work will be permitted beyond individual Residential Lot lines. The use of steps, decks, terracing, etc. within the Residential Common Areas is prohibited.

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

**6.4 Completion of Improvements.** The exterior construction of any building started on a Lot must be completed within twelve (12) months following the pouring of the foundation for that building. If such Improvements are not completed within the time period specified in this section, then the Dawson Bluff Sub-Association shall remove the debris from the Lot and restore the landscaping to its original condition. The Dawson Bluff Sub-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 defined in the Master Declaration), as well as the forfeiture of the construction deposit.

**6.5 Combination of Lots.** Subject to the approval of the Design Review Board, nothing in this Supplemental Declaration shall prohibit an Owner of any two adjoining Lots having frontage on the same street from erecting a residence on the two Lots, which shall be considered for the purpose of this Supplemental Declaration, specifically for the purpose of Assessments, as one (1) Lot. However, the house must be on a scale comparable to other houses on the same street. The house may straddle the two (2) Lots, but, to the extent possible, the adjacent property is to be used for a yard or accessory buildings.

**6.6 No Resubdivision.** No Lot or Lots shall be sold except with the description as shown on the Final Plat; provided, however, that any Lot or Lots may be subdivided or re-platted with written consent of the Declarant or Design Review Board. No Lot may be resubdivided if the resulting Lot has less frontage on a street without obtaining the consent of the Design Review Board and of two-thirds (2/3) of the Lots on the affected street.

**6.7 Landscaping.** The entire front yard must be landscaped prior to issuance of a final certificate of occupancy. This requirement may be waived given proven weather restraints at the time of completion. Complete sodding of the front yard is required within thirty (30) days of completion. At Lots with multiple street fronts, sod must be provided at all street facing sides.



Trees must be protected during construction. Only barricades approved by the Design Review Board will be allowed. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Dawson Bluff Sub-Association the sum of Fifty and NO/100 Dollars (\$50.00), as liquidated damages, for each day the required sodding and landscaping remains uncompleted after notice from the Dawson Bluff Sub-Association to the Owner. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot 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 Dawson Bluff Sub-Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an Assessment set forth in the Master Declaration.

**6.8 Mailboxes.** All mailboxes must be of the same design as selected by the Dawson Bluff Sub-Association and approved by the Design Review Board. Mailboxes must be installed prior to issuance of the certificate of occupancy from the City of Baton Rouge.

**6.9 Grade Elevation.** The minimum finished grade of elevation of any residence or permanent structure constructed within the Dawson Bluff Filings shall be as required by the City/Parish Department of Public Works.

**6.10 Parking of Mobile Homes, Vehicles and Commercial Vehicles.** A golf cart, motorboat, or other similar water borne or recreational vehicles may be maintained, stored or kept if completely hidden from view of the street, and only if housed completely within a garage which has been approved by the Design Review Board. Satisfying the requirements of this Section 6.10 with respect to the parking of motorboats and recreational vehicles in approved garages shall not absolve Owners of the requirement to park vehicles in such garages set forth above in the first sentence of Section 6.3.6. There shall be allowed no overnight parking of school buses, 18-wheeler vehicles or any other type of commercial or work vehicles or trucks of any kind in the driveway of any Lot, the Private Servitudes of Passage or on any other the streets of the Dawson Bluff Filings. No non-operable broken vehicles may be visible from the street or adjacent properties.

**6.11 No Noxious Activity.** No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other Owners of Lots. No offensive or unlawful use shall be made of any Lot, the Residential Common Area, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance or modification, are enforceable in the same way as the responsibility for the maintenance and repair of the Lot concerned. Excessive and bothersome barking or noise made by residential pets will not be tolerated.

**6.12 Lease Agreements.** An Owner may rent or lease a Dwelling Unit constructed on such Owner's Residential Lot for residential living purposes for a term of at least twelve (12) months, pursuant to a written lease or rental agreement. Any such lease shall apply to the entire Dwelling Unit (no lease of less than the entire Dwelling Unit shall be permitted) and shall result in occupancy of a single Dwelling Unit by no more than two (2) persons not related by blood,

marriage or adoption, unless prohibited by law. No Dwelling Unit may be utilized as a "short-term" or "day-to-day" rental, and Owners shall be prohibited from listing any Dwelling Units on rental platforms such as Airbnb, VRBO, or other similar platforms offering such temporary leasing arrangements. The terms of any such lease or rental agreement shall be subject in all respects to the provisions of this Supplemental Declaration, the Master Declaration, the Articles of Incorporation, the By-Laws, the Residential Rules and Regulations and shall provide that failure by the lessee of such Dwelling Unit to comply with the terms of any such documents shall constitute a default under the lease or rental agreement. A licensed Management Company shall be employed by any Owner that has entered into a lease of a Dwelling Unit.

## **Article 7 - Dawson Bluff Sub-Association Properties**

**7.1 Exterior Maintenance Servitude.** The Dawson Bluff Sub-Association, its agents and contractors, are hereby granted a valid easement and servitude of use and maintenance across and upon the exterior of each Dwelling Unit located on a Lot for performing painting, staining and pressure washing. The intent of this servitude is to ensure that the exteriors of each Dwelling Unit are painted in consistent colors, remain painted and/or stained in good condition, and keep the exterior of Dwelling Units and roofs in clean condition. The expense for the use, maintenance and upkeep of such servitude on each Lot shall be paid by the Association, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. The Association shall have the discretion to determine how often such maintenance shall occur on the Lots and shall have no obligation to perform such use, maintenance and upkeep. In no event shall the Association be deemed responsible to provide any structural maintenance, water intrusion prevention, repairs or replacements of a Dwelling Unit, and such responsibility shall remain with the applicable Owner. In the event that the Association performs any use, maintenance or upkeep as described in this Section, the expense may be assessed as a Residential Assessment if such use, maintenance or upkeep applies to at least a majority of Lots or shall be assessed as an Individual or Special Assessment against the applicable Lot if such use, maintenance or upkeep applies to less than a majority of Lots (or is due to the negligence or willful acts or omissions of a Lot Owner).

**7.2 Party Wall.** Each wall which is built as a part of the construction of any Dwelling Unit upon the Dawson Bluff Filings and placed on the dividing line between the Lots shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be paid by the Owners of the Dwelling Units connected by the party wall. Such expenses shall be divided equally between the two (2) Owners unless the general rules of Louisiana law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. If the party wall is destroyed or significantly damaged, the adjoining Owners shall have a mandatory obligation to repair or replace the wall utilizing materials which are substantially similar the original materials and the party wall shall be equal in strength to the original construction. Each Owner may use the party wall as he sees fit provided the use does not infringe on the rights of the adjoining Owner. No Owner may raise the height of the party wall. No Owner may make an opening in the party wall without the consent of the adjoining Owner.

**7.3 Maintenance of Roof.** The Owner of a Lot is responsible for the maintenance, repair and upkeep of the roof of his Dwelling Unit. If the roof is damaged, the Lot Owner is obligated to immediately repair the roof using the same materials and design as used in the original construction such that the roof will be consistent with adjoining roofs. This mandatory obligation of replacement or repair of a damaged roof must be commenced within sixty (60) days of the damage of the roof and completed within twelve (12) months from the date of the damage of the Dwelling Unit. Roofs shall be subject to the maintenance servitudes described in this Article 7. In the event the Lot Owner has failed to commence the repair or replacement of the roof required by this Section within sixty (60) days of the occurrence of the damage to such roof, then ten (10) days following the expiration of such sixty (60) day period: (i) the Dawson Bluff Sub-Association shall have the right, but not the obligation to repair or replace the Dwelling Unit's roof; and (ii) the Dawson Bluff Sub-Association may charge the cost of such repairs or replacement to the Lot Owner as an Individual Assessment.

**7.4 Servitudes for Access and Sidewalks.** Declarant hereby grants to the Dawson Bluff Sub-Association, the Owners and their respective successors and assigns, (a) a non-exclusive predial servitude and right of use upon, over, and across the sidewalks constructed on each Lot; and (b) a non-exclusive servitude of pedestrian and vehicular access over the Private Servitudes of Passage, subject to this Declaration and the Rules and Regulations. To the extent that these non-exclusive servitudes and rights of use exist in favor of the Owners, it shall be appurtenant to each Owner's Lot and shall automatically pass with the title to the Lot.

**7.5 Landscape Servitudes.** Landscaping (and sprinklers, if installed) have been or will be placed and maintained on portions of the Residential Common Areas bordering the front of certain Lots of the Dawson Bluff Filings. The Dawson Bluff Sub-Association, its agents and contractors, are hereby granted a valid easement and servitude of landscaping and lawn care use and maintenance across and upon each such Lot where necessary for maintenance of landscaping installed upon abutting Residential Common Areas. The servitude includes all of the lawn and landscaped areas located between the Lot and the Residential Common Areas located in front of such Lot. The intent of this servitude is to ensure that the lawns and landscaping situated upon Residential Common Areas are properly maintained.

**7.6 Exterior Structural Improvements.** The cost of reasonable repair, maintenance or replacement of the structural integrity and exterior appearance of Dwelling Units (including exterior lighting) shall be the responsibility of the Owner of the Dwelling Unit. The exterior of Dwelling Units shall be subject to the maintenance servitudes described in this Article 7.

**7.7 Damage and Destruction.** If a Dwelling Unit is partially destroyed or damaged by fire or other casualty, there is a mandatory obligation to replace or repair the entire Dwelling Unit and party wall in accordance with the provisions of Article 7, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. This mandatory obligation of replacement or repair must be commenced within sixty (60) days of the damage or destruction of the Dwelling Unit and completed within twelve (12) months from the date of the damage or destruction of the Dwelling Unit. If a Dwelling Unit is completely destroyed or damaged by fire or other casualty, the Lot Owner shall, within sixty (60) days of the damage or destruction of the Dwelling Unit, commence such repairs or replacement and diligently pursue the same, provided such repairs or

replacement shall be completed within twelve (12) months from the date of the damage or destruction of the Dwelling Unit. Any repairs or replacement of a Dwelling Unit required by this Section shall utilize materials which are substantially similar the original materials. In the event the Lot Owner has failed to timely commence the repairs or replacement of the damaged Dwelling Unit, as required herein, within sixty (60) days of the occurrence of the damage or destruction of the Dwelling Unit, then ten (10) days following the expiration of such sixty (60) day period: (i) the Dawson Bluff Sub-Association shall have the right, but not the obligation to commence such repair and/or replacement upon the Dwelling Unit and/or the Lot; (ii) the Dawson Bluff Sub-Association may diligently pursue such activities on the Dwelling Unit and/or Lot to their completion, and in connection therewith, utilize the insurance proceeds referenced in Section 7.8 below; and (iii) the Dawson Bluff Sub-Association may charge the cost of such activities to the Lot Owner as an Individual Assessment. In the event the repairs are not completed within twelve (12) months from the date of damage or destruction, the Lot Owner shall pay the Dawson Bluff Sub-Association \$500.00 per day until the repairs or replacement are complete. The Lot Owner and the Dawson Bluff Sub-Association expressly acknowledge and agree that this amount to which the Dawson Bluff Sub-Association may be entitled hereunder in the event of a breach or default by the Lot Owner of this provision, and to which the Dawson Bluff Sub-Association may be entitled to hereunder in the event of a breach or default by the Lot Owner, is a reasonable forecast of just compensation for the harm that would be caused by a breach of or default under this provision, that the above provisions are reasonable in light of the intent of the parties and the circumstances surrounding the execution of this Declaration. All repairs and replacements of the Dwelling Unit shall be in accordance with the original design of the Dwelling Unit and shall be approved by the Design Review Board.

**7.8 Mandatory Insurance.** Each Lot Owner shall be required, at such Owner's sole expense, to keep and maintain the Residential Lot and the Dwelling Unit insured against loss or damage by fire, flood, or other hazard or casualty at all times and the minimum coverage amount for the insurance on the Residential Lot and the Dwelling Unit shall be the full replacement value of the Dwelling Unit, with the Association named as a loss payee and additional insured, such coverage to commence at acquisition and be timely renewed each year thereafter. The insurance shall be in form reasonably satisfactory to the Association and effected by a valid and enforceable policy(ies) issued by insurance company(ies) licensed to do business in the State of Louisiana and reasonably acceptable to the Association, which company or companies are listed in Best Insurance Reports with a rating of AA or better. Each Lot Owner shall furnish a certificate of insurance to the Association complying with the above requirements at the Closing on the acquisition of the Dwelling Unit and each renewal period thereafter. Upon the occurrence of a casualty, the Association may, but is not obligated to, utilize the said insurance proceeds to rebuild the Dwelling Unit as set forth in Section 7.7 above. If a Lot Owner fails to pay the annual premium for such insurance, the Association may, but is not obligated to, pay such premium to avoid cancellation of such policy and immediately seek full reimbursement from such Lot Owner, plus all costs incurred related thereto. If such Lot Owner fails to pay the Association within 10 days after receipt of an invoice therefor, the Lot owner shall owe interest to the Association at the rate of twelve (12%) percent per annum of the outstanding balance from such date of its failure to pay until such is paid in full and the Association shall have lien rights as set forth in Article 8.6 herein. For purposes of clarity, the obligations of Lot Owners set forth in this Section 7.8 shall only apply to a given Lot Owner at such time that a Certificate of Occupancy is granted to a non-Declarant Owner of said Lot.

## Article 8 - Miscellaneous

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

**8.1 Right of Amendment.** During the Appointment Period, the Declarant reserves the right to amend this Supplemental Declaration one or more times in any manner or for any purpose deemed necessary or appropriate, subject to prior consent by Carlos Alvarez; however, no amendment shall materially increase expenses or adversely affect the rights of any Lot Owner. Any amendment of this Supplemental 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 Lot sizes, square footage requirements, or other amendments as determined by the Declarant to be in furtherance of the development of the Dawson Bluff Tracts.

**8.2 Term of Supplemental Declaration.** Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Supplemental Declaration shall be effective until December 31, 2030, 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 Dawson Bluff Sub-Association. The termination of this Supplemental 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 Dawson Bluff Sub-Association, stating that this Supplemental Declaration has been terminated by the vote of Owners as provided herein.

**8.3 Amendment of Supplemental Declaration by Owners.** Except as may otherwise be provided in this Supplemental 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 Supplemental 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 (as defined in the Master Declaration) of the Dawson Bluff Sub-Association, present in person or by proxy at duly constituted meetings. The amendment may increase or decrease Lot sizes, square footage requirements, or other amendments as determined by the Owners.

**8.4 Required Consent of Declarant to Amendment.** Notwithstanding any other provision in this Supplemental Declaration to the contrary, any proposed amendment or repeal of any provision of this Supplemental Declaration or any addition hereto or any other amendment of this Supplemental 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 Supplemental Declaration shall terminate at such time as the last Lot has been sold and conveyed by Declarant or until Declarant shall voluntarily relinquish this requirement for its consent, whichever shall be first to occur.

**8.5 Priority of First Mortgage Over Assessments.** Each First Mortgagee who obtains title to the Lot encumbered by such First Mortgage, pursuant to the remedies provided in



such First Mortgage, by judicial foreclosure, dation en paiement or by deed or assignment in lieu of foreclosure, shall take title to such Lot free and clear of all claims for unpaid Assessments or charges against such Lot which accrued prior to the time such First Mortgagee acquires title to such Lot, other than allocation of any deficiency comprising part of the Assessment.

**8.6 Enforcement by Self-Help.** Declarant or the Dawson Bluff Sub-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 Supplemental Declaration, provided such self-help is preceded by Notice and Hearing, unless an emergency exists. The Declarant and Dawson Bluff Sub-Association shall have such other enforcement rights as allowed or granted under law. All sums assessed against any Residential Lot pursuant to this Declaration or any other rules of the Association, together with court costs, reasonable attorney's fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association, until paid. If a delinquent Owner fails to pay an amount due under this Declaration within sixty ( 60) days after the due date, the Board of Directors may elect to provide Owner with a Notice of Intent to file a lien, setting forth the amount of the claim of delinquency, the late charges, monetary penalties and/or fines enacted and related charges, interest and costs of collection (including reasonable attorney's fees) which have accrued thereon, noting also that the Association may proceed with other litigation if it so elects. Thereafter, the Board of Directors shall approve in writing any liens that it elects for the Association to file and/or other formal legal action to be taken, including the filing of suit to collect such amounts.

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

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

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

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

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

**8.12 Severability.** Each of the provisions of this Supplemental 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.

**8.13 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.

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

**8.15 Mergers or Consolidations.** Upon a merger or consolidation of the Dawson Bluff Sub-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 Dawson Bluff Sub-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 Supplemental Declaration governing the Residential Lots or Residential Common Area; together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan.


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

**8.17 No Limitation.** Nothing in this Supplemental Declaration is intended to limit or otherwise affect the Dawson Bluff Sub-Association's rights as set out in the Master Declaration.

*--Signatures on Following Page--*

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration on the date stated above, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.


**WITNESSES:**

  
Name: BARBARA PATEL

  
Name: Kimberly Jackson


**DECLARANT:**

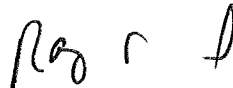
Willow Grove-North LLC

By:   
Name: Richard M. Carmouche  
Title: Authorized Representative

**WGN:**

WGN Phase I LLC

By:   
Name: Richard M. Carmouche  
Title: Authorized Representative



Notary Public

Name: Randy Paul Roussel  
Bar No.: 14387  
Commission Exp.: Notary Public, State of Louisiana  
My Commission is for Life.

## **EXHIBIT A-1**

### **Legal Description of Dawson Bluff Tracts owned by Declarant**

Those certain lots or parcels of land being described as **Lots 1, 2, 3, 4, 5, a portion of Lots 21 and 22, and Lots 23 through 51, inclusive**, being shown on that certain map entitled, "Final Plat of Dawson Bluff Townhomes, 1st Filing, comprising of Lots 1-51, CA-1 & CA-2, formerly Tract WG-2E-2-A, located in Section 59 T-7-S R-1-E and Section 56, T-8-S, R-1-E Greensburg Land District, East Baton Rouge Parish, Louisiana," prepared by Matthew S. Estopinal, P.E., P.L.S., dated December 2, 2021 and recorded December 8, 2021 with the Clerk and Recorder for East Baton Rouge Parish, Louisiana at Original 962, Bundle 13153.

## **EXHIBIT A-2**

### **Legal Description of Dawson Bluff Tracts owned by WGN**

Those certain lots or parcels of land being described as **Lots 6 through 20 (inclusive) and a portion of Lots 21 and 22** being shown on that certain map entitled, "Final Plat of Dawson Bluff Townhomes, 1st Filing, comprising of Lots 1-51, CA-1 & CA-2, formerly Tract WG-2E-2-A, located in Section 59 T-7-S R-1-E and Section 56, T-8-S, R-1-E Greensburg Land District, East Baton Rouge Parish, Louisiana," prepared by Matthew S. Estopinal, P.E., P.L.S., dated December 2, 2021 and recorded December 8, 2021 with the Clerk and Recorder for East Baton Rouge Parish, Louisiana at Original 962, Bundle 13153.

## EXHIBIT A-3

### Legal Description of Additional Property

#### ITEM I:

That certain lot or parcel of land being described as **WG-2E-2-B** being shown on that certain map entitled, "Resubdivision of Tracts WG-2C & WG-2E-2 of the Grove-P.U.D. (Phase 2A) into Tracts WG-2E-2-A, WG-2E-2-B, WG-2E-2-C and a Proposed 290' Public Drainage Servitude, located in Sections 55, 56 & 57, T-8-S, R-1-E & Section 59 T-7-S, R-1-E Greensburg Land District, East Baton Rouge Parish, Louisiana," prepared by Matthew S. Estopinal, P.E., P.L.S., dated September 27, 2021 and recorded October 18, 2021 with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 477, Bundle 13142.

#### ITEM II: (Property which may be purchased by Declarant or WGN in the future)

That certain lot or parcel of land situated in East Baton Rouge Parish, Louisiana in Sections 54 and 55, Township 8 South, Range 1 East, Greensburg Land District, and being designated as **21.69 Ac.** on that certain survey entitled, "Survey Map of the Remainder of the L.B. Kleinpeter Property, located in Sec 54 & 55, T8S-R1E, G.L.D., East Baton Rouge, LA," prepared by Joffrion and Associates, Inc., C.E., dated October 1, 1976 and recorded September 19, 1990 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 594, Bundle 10176.

**LESS AND EXCEPT** that certain tract or parcel of ground conveyed by that certain Order of Expropriation to the East Baton Rouge Sewerage Commission dated May 12, 2008 and recorded May 13, 2008 with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 558, Bundle 12055.

## DESIGN CODE

[illegible]



