

FILED AND RECORDED
 EAST BATON ROUGE
 ACT OF RESTRICTIONS FOR THE SUBDIVISION KNOWN AS
 QUAIL CREEK
 COB 575
 BY *[Signature]*
 BY CLERK
 399801
 CERTIFIED TRUE COPY OF
 RECORD

STATE OF LOUISIANA
 PARISH OF BATON ROUGE

BE IT KNOWN that on this day 11 of April, 1997 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

Ron Babb, Inc. (Tax ID #72-1261502), a Louisiana Corporation authorized to do and doing business in the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its duly authorized President, Ronald K. Babb, pursuant to Resolution recorded March 22, 1994 as Original 246, Bundle 10493, records of East Baton Rouge Parish, Louisiana, (a certified copy attached hereto and made a part hereof) whose mailing address is declared to be 8943 Bluebonnet Blvd., Baton Rouge, Louisiana 70810:

who did depose and say that:

Ron Babb, Inc. is the owner, subdivider and developer of the real property hereinafter described, and, by this act, imposes upon the property the restrictions, conditions, liens and servitudes hereinafter set forth.

1. DEFINITIONS

- 1.1 "Property" or "Properties" shall mean and refer to that certain real property described in the Act of Sale between Thomas A. Miller, Jr. et al and Ron Babb, Inc. recorded in the official records of Ascension Parish on Sept. 18, 1996 in COB 567 Page 363, together with such additional real property as may by subsequent amendment be added to and subjected to this Act of Restrictions.
- 1.2 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of any Common Area and streets dedicated to the public for public use.
- 1.3 "Common Area" shall mean any and all real property owned by the Developer and subsequently conveyed to the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:
- 1.4 "Developer" shall mean and refer to Ron Babb, Inc. and to its successors and assigns.
- 1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including the Developer), of fee simple title to any Lot. Any person or entity having an interest in any Lot merely as

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security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding, or act in lieu of foreclosure.

1.6 "Quail Creek" or "Subdivision". The entire subdivision known as Quail Creek, including all Filings constructed or planned.

1.7 "Restrictions" shall mean the entire body of this document entitled "ACT OF RESTRICTIONS FOR THE SUBDIVISION KNOWN AS QUAIL CREEK".

1.8 "Association" shall mean the Quail Creek Homeowner's Association.

1.9 "Committee" shall mean the Architectural Control Committee for Quail Creek.

2. PURPOSE

2.1 **Purpose.** The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in the community. The Property is hereby subject to the obligations, covenants, restrictions, reservations, servitude's, liens and charges herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot, to protect the Owners of Lots against improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to prohibit the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the proper location and erection of attractive homes on Lots; to prevent haphazard and inharmonious improvements on Lots; to secure and maintain building setback lines; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and purchasers of Lots.

2.2 **Nature and Extent.** All obligations, covenants, restrictions, servitudes and conditions of these Restrictions are intended as and are declared to be reciprocal, predial (landed) servitude's and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and Condition and to pay any assessments shall be also the personal obligation of each Owner of a Lot in favor of the Owners of the other Lots. The property and all portions thereof shall be conveyed, transferred and sold by any Owner subject to the conditions, covenants, restrictions, reservations, servitudes, liens, and charges hereinafter set out all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Architectural Control Committee of Quail Creek (the "Committee") of proposed plans for improvements to particular Lots. The criteria for approval by the committee is intended to be subjective and not objective and all criteria for approval or disapproval for proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these Restrictions are intended to and do restrict, inhibit and prohibit

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free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these Restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

3. ARCHITECTURAL CONTROL

3.1 Formation and Purpose. To carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots, the Developer does hereby establish and designate the Architectural Control Committee of Quail Creek ("the Committee") to perform the duties set forth below.

3.2 Committee Membership. The Committee shall eventually consist of up to three (3) individuals who shall be elected annually. Their successors shall be appointed by the developer until such time as the developer shall release this right to the owners in the subdivision. The Committee shall serve without pay and shall check all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The Developer may voluntarily relinquish control of the Committee to the Quail Creek Homeowners Association (after it is formed), at any time he may choose.

3.3 Submission of Plans. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than wood or trash removal), the Owner of a Lot shall submit to the Committee one set of plans and specifications for the construction, remodeling of any residence, garage, building, shed, storeroom, parking pad, fence or wall, swimming pool, greenhouse, play house, antenna, satellite dishes and other significant improvement. No work may commence on any Lot until the written approval of such plans has been given by the Committee. No building on any Lot may proceed except in accordance with submitted plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these Restrictions or in accordance with plans approved by the Committee as set forth in these Restrictions. Such plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Committee or to all other Committee members. The following must be submitted:

- A. A copy of the plans or drawings and specifications which show all exterior materials, finishes and designs, including elevations of all four sides of the building, and
- B. A plot plan showing the location of all improvements on the Lot. Any other proposals to be brought before the Committee shall be submitted in writing and in detail.
- C. One (1) set of plans, including plot plan, must be submitted for Committee approval to be retained by the Committee.

3.4 Review of Plans. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof. If construction is not commenced within six (6) months after the date of approval of the plans or proposals, then the approval is void.

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3.5 Standards for Review. The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. The Architectural Control Committee may issue from time to time a manual containing guidelines for use by builders and homeowners in the selection of concepts, design techniques and/or materials/finishes for construction within the Subdivision. These guidelines shall be utilized by the Architectural Control Committee in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Architectural Control Committee may in discretion approve or disapprove any proposed matter for any reason set forth in these covenants.

3.6 Finality of Decision. The decisions of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final, binding and nonappealable. The first members of the Committee are:

Ron Babb
8943 Bluebonnet Blvd.
Baton Rouge, La. 70810

4. IMPROVEMENT RESTRICTIONS

4.1 Residential Use. All Lots are for residential purpose only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these Restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory buildings, shall be built or constructed on each Lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La. RS 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. No more than one single family residence may be constructed on any Lot. The owner of any two (2) or more adjoining lots which front on the same street may erect a single family residence on said Lots, in which case the two lots shall be considered as one Lot for the purposes of these restrictions except for voting purposes.

4.2 Minimum Sizes of Residences. The minimum size of a residence is to be computed on the basis of the square footage area that is mechanically heated and cooled (the "living area"). These living area square footages exclude garages, carports, breezeways, open porches, terraces, patios, overhanging eaves and storeroom areas that are not mechanically heated and cooled.

The minimum size requirements are as follows:

- (a) For single-story houses, the minimum living area shall be 1,750 square feet, except for lots 24-30, 36-38, 77-130 and lots 182-208 which shall have a minimum living area of 1650 square feet and lots 19-21, 45-57 & 167-181 which shall have a minimum living area of 2000 square feet.
- (b) For multi-story houses, the minimum living area shall be increased by 200 square feet for all lots, and the homes shall have a minimum of 1,600 square feet of living area on the ground floor.

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4.3 **Building Setback Lines.** Unless approved in advance by the Committee (and provided that the placement on said Lot does not violate any zoning or subdivision ordinances or regulations), no residence, car storage structure or outbuilding shall be built nearer than five (5) feet to the sideline of a Lot, except as may otherwise be shown on the official final plat of the Subdivision. Front and rear minimum building setback lines and yards shall be in accordance with the official subdivision plat and in accordance with any applicable ordinances and regulations of Parish in which the Property is located.

4.4 **Variances.** The Committee, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems appropriate, including a reduction of the required square footage not to exceed ten (10%) percent.

4.5 **Indemnification.** Each member of the committee shall be indemnified by the owners of Lots against all liabilities and expenses, including attorney 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 Committee at the time such expenses are incurred, unless the member of the Committee is adjudged guilty of willful malfeasance or 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 committee may be entitled but shall be in addition to such other rights.

4.6 **Completion of Improvements.** Prior to a Lot Owner obtaining a Certificate of Occupancy (from the appropriate officials of the Parish in which the Property is located) for any improvements on a Lot (the "Certificate of Occupancy Date"), a Lot Owner must complete the improvements in accordance with the plans and specifications previously submitted to and approved by the Committee (failure to do so being hereinafter referred to as "Noncompliance"). In the event of Noncompliance, the Committee may give notice of such to the Lot Owner and, if such Noncompliance deficiencies are not corrected in full within thirty (30) days after such notice (the "Fine Date") then the Lot Owner shall be assessed and shall immediately pay a Fine of \$500 to the Developer (or the Association if formed) for each thirty (30) day period of Noncompliance beyond the Fine Date. The Developer (or the Association if formed) shall have lien rights to enforce payment of such fine. If no notice of noncompliance is sent to the Lot Owner within sixty (60) days after the Certificate of Occupancy Date, then such improvements shall be deemed to have been completed in compliance with the plans and specifications previously submitted to and approved by the Committee.

4.7 **Resubdivision of Lots.** No resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee, after the Committee has approved of such decision by majority vote.

4.8 **Approval of Plans by Architectural Control Committee.** Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with section 3 of these Restrictions.

4.9 **Minimum Roof Pitch.** The minimum roof pitch shall be 7/12, unless otherwise approved by the Committee.

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4.10 Ceiling Heights. All residences shall be constructed with at least ninety (90%) percent of the ceilings on the ground floor not less than nine (9") feet high.

4.11 Exterior Finishes. Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone, imitation stone, or aluminum siding, and not more than fifty (50%) percent of the exterior, at the discretion of the Committee, may be wood or a similar building material. All painted exteriors must have at least two (2) coats.

4.12 Electrical Service. This subdivision will be served by underground utilities, except where an overhead electric distribution system is previously existing or has been installed by the developer. Electric service from the electric distribution system to each residence shall be underground.

4.13 Exterior Finishes: The owner shall not paint or decorate any portion of the exterior of any buildings or improvements without first obtaining written consent of the Committee.

4.14 Car Storage. All residences shall have a garage or carport that will accommodate not less than two nor more than four cars. Garages or carports shall load from the side and the primary opening of such shall not face any street bordering the Lot, except garages or carports constructed on corner Lots which may face (open to) the street on the long side of the Lot. If the car storage area is located on a corner Lot which may face (open to) the street or the front one-half of a lot, it must be fully enclosed on any side visible from the street and it must have a closing garage door. No vehicles or trailers owned or used by residents of the Subdivision may be parked on a regular basis on any street or street right-of-way in the Subdivision.

4.15 Configuration on Lot. Any house built on any corner lot in the Subdivision must face the street with the least amount of linear footage along the lot. All other houses must face the street on which they border.

4.16 Driveways. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. Developer shall determine which side the driveways are to be located to prevent two (2) driveways from being located side by side (See Attached Exhibit "A").

4.17 Servitudes and Rights of Way. Servitudes and right of way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat of the Property, are dedicated to the perpetual use of the public and/or utility companies for such purposes.

4.18 Single Residence. No trailer, basement, shack, garage, garage apartment, storage room, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently. Detached servants' quarters or any other detached structure may be constructed only with the prior written approval of the Committee, evidenced by majority vote thereof. In order to assure that location of houses will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of other houses, large trees, common facilities and similar considerations, the Committee reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all residential building sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to

recommend a specific site, and provided, that in the event an agreed location is stipulated in writing in the contract of purchase, the Committee shall approve automatically such location for a residence. No structure may be occupied as a residence until its exterior is completely finished.

4.19 **Fireplace Flues and Chimney Caps.** Fireplace flues and chimneys shall be covered with the same materials as used on the exterior of the residence. An exposed spark arrestor on a manufactured fireplace flue will be covered by this chimney cap. Galvanized metal caps are not allowed.

4.20 **Fences.** No fence or wall shall be constructed nearer to the street than the side of the house which faces the street. No fence or wall shall exceed six (6) feet in height. Chain link fences are prohibited. If wood fences are erected using metal posts, such metal posts shall not be visible from neighboring property or from any street. Wooden fences shall be made of cedar, cypress, or redwood, or other natural material of similar appearance if approved by the Committee prior to commencement of construction. There shall be no wooden fences built on the sides and rear of Lots 18-21, 45-57 & 167-181. Developer will provide a wrought iron fence, as to design, construction, material and color, to be used for these Lots. Any fence that may be supplied by the developer for the benefit of the subdivision, if so supplied in the developer discretion, shall be maintained by the Quail Creek Homeowner's Association and upkeep of this subdivision fence shall be maintained from dues collected by the "Association".

4.21 **Antennas, Outside Lighting and Outside Sound.** No outside aboveground lines, outside television antennas, radio antennas, or hanging devices shall be allowed without prior written consent of the Committee. Antennas will under no circumstances be allowed to be placed in front of the farthest front or side extension of the residence or garage on any Lot. Construction, location and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Committee.

4.22 **Landscaping.** Within sixty (60) days after the date of occupancy of any home on a Lot (the "Landscape Completion Date") the Lot Owner shall complete a certain amount of landscaping to the Lot to include:

- a) Grass sod of at least the front yard (and side yard facing the street if a corner lot), and
- b) Front of house to have planting (and side planting if yard faces the street on a corner lot).

Any Lot Owner who does not complete said landscaping prior to the Landscape Completion Date shall pay a fine of \$300 to the Developer (or the Association if formed) for each thirty (30) day period the landscaping is delayed beyond the Landscape Completion Date. The Developer (or Association if formed) shall have lien rights to enforce payment of such fine.

4.23 **Mailboxes.** The Developer will provide a type of mailbox, including mounting post (the "Subdivision Mailbox"), as to design, construction, material and color, to be used for all lots in the Subdivision (See Attached Exhibit "B" for the type selected). When a house is built on any lot, the Owner thereof shall only use a Subdivision Mailbox, the purchase of which shall be the sole responsibility and at the sole cost of the Owner. The maintenance of the "Subdivision Mailbox" shall be the sole responsibility of the Owner.

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4.24 **Amend Restrictions.** The Developer reserves the right to amend this Act of Restrictions one or more times, to add additional lots to Quail Creek, and to subject the additional lots to the building and use restrictions contained in this Act of Restrictions and to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate in the sole discretion of the Developer. Any amendment of this Act of Restrictions shall be in writing and shall be effective when filed for registry in the official records of Parish of Ascension, State of Louisiana. Upon the filing of an amendment of this Act of Restrictions to add additional lots, the lots described in this Act and the lots described in the amendment shall constitute a single subdivision, and the building and use restrictions contained in this Act shall be binding on each lot in Quail Creek and shall be fully enforceable by each lot owner in the subdivision.

4.25 **Garage Apartments.** No garage apartment shall be built on any of said lots.

4.26 **Damage Requirements.** All lot owners and contractors are placed on notice that they shall be responsible for any damage caused to the subdivision during construction of their house, including curbs, sidewalks, mailboxes, street signage and street lights. They must repair all such damage before the house can be occupied. In the event of default of this requirement they shall be responsible for all damages, costs and attorneys fees incurred in enforcing this provision. All contractors are further placed on notice that they shall be responsible for policing their jobs sites for a safe and clean environment on a daily basis.

4.27 **Grade Elevations.** The minimum finished grade elevation of any residence or permanent structure constructed in Quail Creek shall be in accordance with the requirements of the Parish of Ascension's Department of Public Works.

5. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

5.1 **Commercial, Noxious or Offensive Activities.** No commercial, business, trade, noxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Subdivision. This restriction, however, shall not prohibit a builder from erecting a temporary warehouse and/or office on any Lot during the construction of a house on the same Lot. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. An exception to this paragraph is that the Developer (or its designee) may have a construction and/or sales office in the Subdivision.

5.2 **Parking, Trailers, and RVs** No house trailers, recreational vehicles, campers, trailers, school buses, boats, motor homes, commercial vehicles, or trucks (larger than "pick-up truck") shall be kept, stored, parked, repaired or maintained on any Lot, street, servitude or right of way, in such a manner as to be visible from any street on which the Lot fronts.

5.3 **Refuse.** No trash, ashes or any other refuse may be thrown or dumped on any Lot (vacant or occupied). No building materials may be stored on any Lot except during the construction period of a residence thereon.

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5.4 **Signs.** No signs of any kind or description, other than real estate "for sale" signs designating those involved in the construction and resale of any residential homes in the Subdivision (each not exceeding five square feet in size), shall be displayed on any Lot. The Developer is excepted from this restriction.

5.5 **Sewerage.** No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system until the design for that method of treatment and disposal has been approved by the Architectural Control Committee and the appropriate health units of governmental bodies having jurisdiction over such matters.

5.6 **Lot Maintenance.** Until the Lot is substantially cleared, the Lot Owner shall clean and mow an area from the street curb to twenty (20) feet behind the street curb on the Lot. After a Lot is substantially cleared, the Lot Owner thereof shall keep the grass, weeds and vegetation on said lot mowed at regular intervals so as to maintain the same in a neat and attractive manner. If the Lot is not mowed and kept clean by the Lot Owner, then said Lot may be mowed at least monthly by the Developer (or its designee or the Association if formed) and the Owner of such Lot shall be billed \$60 per mowing. The developer (or the Association when formed) shall have lien rights to enforce payment of any charges for mowing. Lot owners shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all cost of said maintenance and for any such repairs which may be necessary.

5.7 **Animals** No animals, livestock, poultry, or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred, or maintained otherwise in accordance with law. No pet shall be allowed to leave its excrement on any other lot or common area.

5.8 **Satellite Dishes.** A television satellite dish may not be installed on any Lot other than a DSS Satellite or Primestar. The Architectural Control Committee must approve the location and size of any other type of satellite dish to be installed. All dishes shall be hidden from view of any street and must provide landscaping around dish.

5.9 **Trees.** No tree at least eight (8") inches in diameter, measured three feet above the ground, at least twenty (20') feet tall may be removed from any lot, unless it is in the approved building site, its access or immediate surroundings, without approval of the Committee. The intent of this restriction is to preserve a natural wooded environment insofar as that is compatible with careful development. To this end, over clearing of lots is prohibited. Each owner who violates this restriction knowingly or unknowingly, agrees to pay the sum of THREE HUNDRED (300) DOLLARS for each tree removed in violation of this restriction as liquidated damages; however, this monetary damage revision shall not prohibit the Developer or any other owner from seeking other relief, including injunctive relief, to enforce the restriction. 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 notice thereof is given to the owner or owners responsible then the fine shall bear interest at a rate of Ten (10%) Percent; and said owner shall be responsible for all costs and reasonable attorney's fees required for

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the enforcement of said fine. The Developer (or the Association when formed) shall have lien rights to enforce payment.

5.10 Gardening. No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from noxious odors and insects.

5.11 Screening. 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. Items will be considered screened only if they are not visible from the street or adjacent properties.

5.12 Sports Equipment. No basketball goals, sports or recreational equipment shall be allowed on the front one-half (1/2) of any lot.

5.13 Destruction of Property. No offensive or unlawful use shall be made of the subdivision property, 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 modification and enforceable in the same way as the responsibility for the maintenance and repair of the property concerned.

5.14 Window Coverings. Any window covering placed on any windows facing any street must be lined with a white or off-white backing unless otherwise approved by the Committee. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purposes, nor shall window mounted heating and air-conditioning units be permitted.

5.15 Clotheslines. Except in rear yards totally screened from any street and/or other lot, outside clotheslines or other outside facilities for airing or drying clothes are specifically prohibited and shall not be erected, placed or maintained. No clothing, rugs, or other items shall be hung on any railing, fence, hedge or wall.

5.16 Drainage. As part of the house construction, it shall be the responsibility of the landowner or his representative to grade each lot so that the storm drainage runoff conforms to the approved drainage layout unless otherwise approved by the Parish of Ascension's Department of Public Works.

5.17 Soil Conditions. The Engineer and the Developer do not warrant soil conditions.

5.18 Lake Common Area Dedication. The area shown on any recorded final subdivision plat and designated as "Lake Common Area" is dedicated for the recreational purposes for the use and enjoyment of the abutting lot owners of Quail Creek and is not dedicated for the general use of the public. The same area designated as "Lake Common Area" on any final recorded subdivision plat is dedicated for the common use and enjoyment of all lot owners in the subdivision for drainage purposes. Maintenance of the lake common areas shown on the plat will be by the abutting lot owners of Quail Creek and is not the responsibility of the Parish of Ascension except along the 60' drainage servitude. Discharge of waste water, heated water, chemicals, toxic materials, swimming pool water or any thing other than clean surface water run-off into the lake is

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prohibited. Use of the lake as a heat exchanger for heating and air conditioning systems is prohibited. No lot owner may substantially change the contour of the lakeshore by dredging, cutting, or filling without the written approval of the committee or association. No boats powered by gasoline motors or other internal combustion engines is allowed in the lake. Boating powered by quiet electric motor is permitted provided that the motor power is below one horsepower.

6. HOMEOWNERS ASSOCIATION

6.1 Organization. The Quail Creek Homeowners Association (the "Association") may only be formed by the Developer and shall be formed by the Developer when one hundred (100%) percent of all lots, subjected to these restrictions or proposed by the Developer to be added to the Property, are sold to Owners other than Developer. The Developer may form the Association at an earlier date if it so wishes. Only the Developer may form the Association and there shall be only one Association that shall have jurisdiction over the Property and all additions thereto.

6.2 Membership and Voting. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. All Owners, including Developer, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for any Lot owned by multiple parties shall be exercised as the members of the Owner thereof among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

6.3 Responsibilities. It will be the responsibility of the Association to:

- A. Elect officers to conduct the affairs of the Association.
- B. Enforce all covenants and restrictions herein contained.
- C. Serve and represent the Owners in any public matter or public hearing affecting the Subdivision.
- D. Maintain the landscaping, walls, and other structures at the Subdivision entrance, the Subdivision signs, any fencing and landscaping along La. 929, Parker and Tillotson Roads and any other areas or items so approved by the association.
- E. Act in any other capacity or matter in which the Owners of the majority of the Lots vote.
- F. Collection of all Associations dues for all maintenance and insurance requirements.
- G. Maintain the required liability insurance policies to cover all liability for the subdivision, lake and common areas.

7. ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation for Assessments and Dues. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to agree to pay the Association periodic and special assessments, dues or charges, as may be established and collected as provided in these Restrictions. The periodic and special assessments, together with interest, costs and

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reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment becomes due. Notwithstanding anything to the contrary contained herein, the Developer shall not be required to pay any assessments, dues or other charges imposed by the Association.

7.2 Purpose of Assessments and Dues. The assessments and dues levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, for security of the Subdivision, for the maintenance of the Subdivision entrance, signs, insurance's and other improvements slated for maintenance by the Association, and any other areas or items so approved by the Association.

7.3 Establishment of Assessments and Dues. The assessments and/or dues shall be established by an affirmative vote of a majority of the votes of Owners of Lots attending a meeting duly called for such purpose.

7.4 Notice Regarding Assessments. Written notice of any meeting called for the purpose of taking any action, including establishing or changing assessments or dues, shall be sent to all Owners not less than 15 days nor more than 30 days in advance of the meeting. Said notice may be sent only by the Developer or any officer of the Association (if duly formed). The presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. In the event a quorum is not present at a duly called meeting, the meeting shall be adjourned. Thereafter, written notice of a second meeting shall be given as set forth above in this paragraph and a quorum shall not be required at such second meeting.

7.5 Default. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may sue the Owner to pay the same or record and/or foreclose the lien against the Lot owned by the defaulting Owner. In such a case, such Owner shall be responsible for twenty percent (20%) attorney's fees, all costs of court, costs of recording and cancellation of liens and charges. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

7.6 Subordination. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the Property or any Lot. Sale or transfer of any Lot shall not affect the assessment lien unless by operation of law. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. GENERAL PROVISIONS

8.1 Strict Interpretation of Restrictions. These restrictions, including all obligations, covenants, Restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted. No provision of these Restrictions shall be ignored. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

8.2 Knowing Violation of Restrictions. In the event of a knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restrictions after receipt, by the violator or Owner of the Lot on which the violation occurs, of written notice of a violation, the party bringing a

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successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator, or Owner of the Lot, reasonable attorney's fees to be fixed and awarded by the court.

8.3 Duration. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these restrictions shall be automatically extended for successive periods of ten (10) years each.

8.4 Amendment. Prior to the formation of Quail Creek Homeowners Association, these Restrictions may be amended at any time and for any purpose solely by the Developer without any requirement of a vote or consent in any way from the Owners of Lots. After the formation of the Quail Creek Homeowners Association and prior to the expiration of the initial twenty-five (25) years of the term of these Restrictions, any amendment to these restrictions shall only be effective by the written act executed by the then Owners of seventy-five (75%) percent of all Lots subject to these Restrictions. After expiration of the initial twenty-five (25) year term of these Restrictions, these Restrictions may be amended by the written act executed by the majority of the Owners of Lots. Notwithstanding anything herein above to the contrary, however, so long as the Developer is an Owner of a Lot or Lots in the Subdivision, there shall be no amendment to these Restrictions without the written consent of the Developer on the amendment document.

8.5 Notices. Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as Owner on the public records at the time of mailing.

8.6 Enforcement. If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any owner, the Association or the Developer to prosecute any proceeding at law or inequity against such an Owner violating or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by a mandatory or prohibitory injunction without the necessity of providing bond, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these Restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter against such violating Owner or any other Owner which may participate in a similar violation at a future date..

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8.7 Severability. Invalidation of any one of these reservations, restrictions, covenants or conditions by judgment or court order shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effects

THUS DONE AND PASSED, on the date shown above by the appearer, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the appearer and me, Notary, after reading of the whole.

WITNESSES:

Leslie A. Vickman

M. Hub

Ron Babb, Inc.
Developer/Owner

By: Ronald K. Babb
Ronald K. Babb, President

[Signature]

NOTARY PUBLIC

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