

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS FOR

BRIAR PLACE
A SUBDIVISION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 4th day of March 1975 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:
BRIAR PLACE, INC.,

A Louisiana corporation domiciled in the Parish of East Baton Rouge, represented herein by the undersigned officer, duly authorized; (hereinafter sometime referred to as "Developer")

and

BRIAR PLACE HOMEOWNERS ASSOCIATION, INC.,

A non-profit Louisiana corporation domiciled in the Parish of East Baton Rouge, represented herein by its undersigned officer, duly authorized; (hereinafter sometimes referred to as "Association"),

who did depose and say that:

Briar Place, Inc. is now the owner 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; Briar Place Homeowners Association, Inc. proposes to act in accordance with the charter and as provided herein for the benefit of owners who will acquire building sites within the property.

1. Purposes

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 that community. The real property-described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens and charges herein set out to insure the best use and-most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon 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 erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and

inharmonious improvement of building sites; to secure and maintain proper setbacks from streets; and in general to provide adequately for high type and quality of improvements of the property and thereby to enhance the values of investments made by purchases of building sites therein.

2. The Property

2.1 The real property now owned by Briar Place, Inc., and referred to herein is described as follows and is subject to the covenant, conditions, and restrictions set out herein;

a) Lots 1-131 as shown on the official map of Briar Place Subdivision by Advanced Design Concepts, dated 1975, and recorded in the records of the Clerk and Recorder of Mortgages for the Parish of East Baton Rouge, Louisiana, as Original 34, Bundle 9020, a copy of which is attached hereto and made a part hereof, which lots are hereby designated as residential building sites and shall be subject to the covenants, conditions and restrictions as herein set out;

b) Common area which shall mean all real property (including the improvements thereto) conveyed by Briar Place, Inc. to the Briar Place Homeowners Association and dedicated on the above described official map of Briar Place Subdivision for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of conveyance of the first lot is described as follows:

All of that area known as the "common area" of that one certain subdivision known as Briar Place located in the Parish of East Baton Rouge, State of Louisiana, which "Common area" is designated on a map of Briar Place by Advanced Design Concepts, said map being dated February 17, 1975 and being of record in the Office of the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana, as Original 34, Bundle 9020 a copy of which is attached hereto and made a part hereof, being paraphrased for identification herewith by

Frederick Kroenke, Jr. Notary Public

less and except all public streets and rights-of-way and servitudes dedicated on the aforesaid map of Briar Place Subdivision.

2.2 The property and all portions thereof hereinafter shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenant, 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.

3. Improvement Restrictions

3.1 An architectural control committee is hereby appointed. Until such time as title to the common properties is transferred to Briar Place Homeowners Association, Inc. as hereinafter provided in Paragraph 5.2, the Architectural Control Committee shall be composed of the following persons: Oscar Zeringue, Andrew Casaway, Thomas A. Nolan and Frank T. Marty, and one representative of the builder or builders in the development to be selected by Briar

Place, Inc. In the event of the death, resignation or disability of any member, the remaining members shall appoint a successor. Upon the transfer of the common properties, the membership of the Architectural Control Committee shall automatically become the persons who are serving as directors of Briar Place Homeowners Association, Inc. and the membership of the committee shall automatically change from time to time with election and qualifications of directors of that corporation. In addition, the Board of Directors may appoint one or more additional members to the Architectural Control Committee who need not be members of the Association. The committee may act through an agent or sub-committee appointed to represent it. Neither the members of the committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant, but any committee member not a member of the Association may be granted use of the recreation facilities in Briar Place while serving on the Architectural Control Committee. The decision of the Architectural Control Committee in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable.

3.2 The Architectural Control Committee must approve the plans and specifications of any building, residence or improvements of any sort sought to be built anywhere in the subdivision and no building, residence or improvement of any sort or kind whatsoever may be built anywhere in the subdivision without first obtaining the approval of the Architectural Control Committee. The Architectural Control Committee's approval or disapproval as required herein shall be in writing. No construction shall be started until the plans have been approved in writing by the committee. In the event the committee, or its designated agent, fails to approve or disapprove within 60 days after plans and specifications have been submitted to it, approval will not be required and the applicable provisions of these covenants shall be deemed to have been fully complied with.

3.3 All plans and specifications submitted to the Architectural Control Committee shall be approved by the Architectural Control Committee, and in addition, shall include plans for the landscaping of the lot.

3.4 No owner shall occupy or use his property, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence.

3.5 Since the establishment of standard inflexible requirements for minimum square footage and building setback lines for locations of houses on lots tends to force construction of houses both directly behind and directly to the side of other houses with detrimental effects of privacy, view, preservation of important trees, and other amenities, no specific requirements for minimum square footage and setback lines are established by these covenants, with the exception of side yard requirements, which are hereby established as two side yards totaling a minimum often (10) feet, with one side yard being a minimum of seven (7) feet and the other side yard being a minimum of three (3) feet. Notwithstanding anything to the contrary above, in order to assure, however, that size and location of houses will be harmonious, so 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 Architectural Control Committee reserves unto itself, its successors and assigns, the right to control and

absolutely to decide minimum size except as to side yard requirements and the precise site and location of any house or 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 further, that in the event an agreed location is stipulated in writing in the contract of purchase between the Developer, Briar Place, Inc. and the Purchasers, the Architectural Control Committee shall approve automatically such location for a residence, and, further, that the side yard requirements shall be no less than that set out above.

3.6 The above reservation of authority shall be subject to the following limitations:

a) No dwelling shall exceed three stories in height.

b) No garage, carport or other car or boat storage facility can be less than 15" feet from any street right of way an which it opens.

a) The Architectural Control Committee may allow construction within 2 feet of the side line of any lot or lots (hereinafter called zero lot lines). Where a zero lot line is approved for a particular lot, there may be no zero lot line for the adjoining lot as to the same lot line and a 7 foot servitude is automatically reserved along the boundary line of the lot adjacent to and opposite the approved zero lot line for the construction, maintenance and repair of the wall and/or dwelling on the adjoining lot. The use of this servitude by an adjoining lot owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the servitude area that is removed or damaged by the adjoining lot owner during the construction, or maintenance, will be replaced at his expense.

d) Party walls are expressly prohibited and nothing hem shall be construed or interpreted as allowing party walls.

3.7 No fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior section, addition to or change or alteration therein be made to any building until the plans, specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The owner shall not paint or decorate any portion of the exterior of the buildings or garages without first obtaining written consent of the Architectural Control Committee. No outside lines or hanging devices shall be allowed for the drying of clothes or for other purposes.

3.8 Outside lighting, outside music or sound-producing devices, and any other mechanical devices shall be subject to the approval of the Architectural Control Committee, and any standards adopted respecting any restriction in this regard shall be final.

4. General Covenant, Obligations and Restrictions

4.1 Various servitudes for installation and maintenance of utilities and drainage facilities and sidewalks are reserved as shown on record plots of the property. Within these servitudes, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage the easement or which may interfere with the passage along the sidewalks. The servitude area of each building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible.

4.2 There shall be no obstruction of a common area. Nothing shall be stored in the common areas without the prior written consent of the Board of Directors of the Association, or its agent.

4.3 No sign of any kind shall be displayed to the public view on or from any building site without the prior consent of the Board of Directors of the Association, except that the owner of any lot may place thereon one sign of reasonable size advertising the property for sale.

4.4 No animals, livestock or poultry of any kind shall be raised, bred or kept in a unit or in a common area, except that dogs, cats or other common household pets may be kept in residences, subject to rules and regulations adopted by the Board of Directors of the Association.

4.5 No noxious or offensive activity shall be carried on in any unit or in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

4.6 Nothing shall be altered or constructed in or removed from a common area, except upon the written consent of the Board of Directors of the Association.

4.7 No unlawful use shall be made on 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 or repair of the subdivision property shall be the same and enforceable in the same way as the responsibility for the maintenance and repair of the property concerned.

4.8 No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

4.9 The keeping of a mobile home or travel trailer either with or without wheels on any parcel of property covered by the covenants is prohibited; a motor boat, houseboat or other similar water-borne vehicle may be maintained, stored, or kept on any parcel of property covered by these covenants only if housed completely within a structure which has been approved by the Architectural Control Committee or the Board of Directors of the Association.

4.10 Notwithstanding the foregoing provisions, until Briar Place, Inc. shall have completed construction of and sold all of the lots to owners, neither the individual owners nor the Association shall interfere with the reasonable use of the property for the completion of the contemplated improvements and the sale of the property.

4.11 Parking Rights — Briar Place, Inc. shall provide and the Association shall maintain upon the common properties parking space for each lot. The Association shall make and enforce reasonable rules and regulations designating the use of these parking spaces and may restrict the use of particular spaces to a particular lot or lots.

4.12 Briar Place, Inc. will enter into a contract for the maintenance and management of all of the common properties which contract shall be for a term consisting of not more than one year and which shall be terminable by the Board of Directors of the Homeowner*s Association after sixty (60) days prior written notice. Upon transfer of the common properties to Briar Place Homeowners Association, Inc. as provided for herein, the Association shall be substituted for Briar Place, Inc. as a party to that contract and shall be bound by all the terms and conditions thereof. At the expiration of that contract, the members of the Association shall have full authority to make such further arrangements as they deem proper regarding management and maintenance of the common properties, to be decided by a majority vote of the voting members of the Association, or as otherwise provided in the by-laws.

4.13 Each individual lot owner 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 shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary.

4.14 Each individual lot owner shall be responsible for maintaining and repairing the water lines from his residence to the water meter and the sewerage lines from his residence to the connection with the sewerage lines provided by Briar Place, Inc.

5. Covenants, Rights and Restrictions Relating to the Common Properties

5.1 Subject to the provisions hereof, every owner and his family shall have a right and servitude of enjoyment in and to the common properties shown on the recorded subdivision plan and such servitude shall be appurtenant to and shall pass with the title to every building site.

5.2 Briar Place, Inc. may retain the legal title to the common properties until such time as it has completed improvements thereon and until such time as, in the opinion of Briar Place, Inc., the Homeowners Association is able to maintain the same but, notwithstanding any provisions herein, Briar Place, Inc. hereby covenants that it will convey the common properties to the Association when the first lot has been sold to the other persons.

5.3 The rights and servitudes of enjoyment created hereby shall be subject to the following:

a) The right of the developer and the Association, in accordance with their articles and

by-laws, to borrow money for the purpose of improving the common properties and in aid thereof to mortgage the properties. However, any said mortgage shall be subordinate to the right granted homeowner herein to the use and enjoyment of the common properties. Recreational facilities for which a charge is made by the Homeowner*s Association to the property owners, may be mortgaged, and, in the event of default upon any such mortgage, or any such recreational facilities, the lender shall have a right, after taking possession of such property to charge admission and other fees as a condition to continued enjoyment by the members until the mortgage debt is satisfied whereupon the possession of the recreational facilities shall be returned to the Association and all rights of the members hereunder shall be fully restored. Briar Place, Inc. covenants that at the time title to the common properties is transferred to Briar Place Homeowners Association, Inc. there shall be no mortgage or lien against the common properties except such lien as may exist for taxes not then due or payable.

b) The right of the Association, as provided in its articles and by-laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed 30 days for any infraction of its published rules and regulations;

c) The right of the Association to charge reasonable admission and other fees for the use of the common properties;

d) The right of individual members to the use of parking spaces as provided herein.

e) The right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes as provided in the articles and by-laws has been recorded, agreeing to such dedication, transfer, purpose or condition and unless written notice of the proposed agreement and action thereunder is sent to every member at least 30 days In advance of any action taken.

f) Compliance with all provisions of these covenants.

5.4 There shall be no violation of rules for the use of the common area or for the conduct of the owners which are adopted by the Board of Directors of the Association and furnished in writing to the owners. The Board is authorized to adopt, repeal or amend such rules and further to grant an individual owner in a special instance special permission to act in a manner that would otherwise be forbidden by the rules.

6. Covenants for Maintenance Assessments.

6.1 Briar Place, Inc. and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association.

a) The annual assessment or charges; and

b) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Any officer of the Association shall have the power to file a lien in the office of the Clerk of Court for the Parish of East Baton Rouge, Louisiana, and an affidavit evidencing such lien. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time that the assessment was made and due.

c) Briar Place, Inc. shall pay twenty-five (25%) percent of the annual assessment paid by a Class "A" member in the Homeowner*s Association as provided for elsewhere herein, however, Briar Place, Inc. shall pay all Class "A" assessments on any lot containing an occupied home.

6.2 The assessments levied shall be made and used for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties and in particular for the improvement and maintenance of properties, services and facilities for the properties and for the persons residing therein and for the improvement and maintenance of common properties; including but not limited to the payment of taxes and insurance thereon; the repair, replacements and making additions thereto, the maintenance of utility and other services, garbage collection and other comparable services and benefits and for the cost of labor, equipment, materials, management and supervision thereof. No portion of the assessments may ever be utilized for the care, maintenance, improvement or repair of any dwelling, residence, or building other than those owned by the Homeowner*s Association for the common use and enjoyment of the homeowners.

6.3 Until January 1 of the year immediately following conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Fifty and no/100 (\$150.00) Dollars (per lot). From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

6.4 In addition to the annual assessment authorized by Paragraph 6.3 hereof, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of deferring in whole or in part, the cost of any construction or reconstruction unexpected repair or replacement of a capital improvement upon the common properties including the necessary fixtures and personal property related thereto, provided that any such

assessment shall have the assents of two-thirds (2/3) of the owners of the lots in the subdivision, voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and which shall set forth the purpose of the meeting.

6.5 The Board of Directors of the Association shall fix the due date and the amount of any assessment against each lot for each assessment period at least 30 days in advance of such date or period and shall at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto at least 30 days prior to the due date. The Association shall, upon demand at any time furnish to any owner liable for an assessment a certificate in writing signed by an officer of the Association, getting forth whether the assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6.6 After transfer of the common properties to Briar Place Homeowners Association, Inc. all assessments shall apply to all lots regardless of whether a dwelling has been constructed thereon, except as provided in paragraph 6.1 ©).

6.7 If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. Any officer of the Association shall have the power to file a lien in the office of the Clerk of Court for the Parish of East Baton Rouge, Louisiana, and an affidavit evidencing such lien. The personal obligation of the then owner to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Any lien provided for by these restrictions shall not affect third parties until notice of such lien shall have been filed in the public records with the Clerk and Recorder of the Parish of East Baton Rouge, State of Louisiana in accordance with law and as provided in these restrictions.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) per cent per annum, and the Association may bring a legal action against the owner personally obligated to pay the same, or foreclose the lien against the property in the same manner provided by law for foreclosure of conventional mortgages, and there shall be added to the amount of such assessment the cost of preparing and filing the lawsuit in such action including reasonable attorneys fees and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney*s fee to be fixed by the court, together with the costs of the action.

6.8 The lien of the assessment provided for herein shall be subordinate to the first mortgage placed upon the properties subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior

to a sale, or transfer of such property pursuant to a decree to foreclosure, pursuant to such mortgage or mortgages or any proceeding in lieu of foreclosure and not to any assessments which become due thereafter.

6.9 The following property, subject to these restrictions, shall be exempted from the assessments, charges and liens created herein:

a) All properties to the extent of any servitude or other interest therein dedicated and accepted by a local public authority and devoted to public use;

b) All common properties as defined in Paragraph 2 hereof. However, no land or improvement devoted to dwelling use shall be exempt from the assessments, charges or liens.

6.10 Membership and Voting Rights

a) Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

b) The Association shall have two classes of voting membership:

Class A members shall be all owners, with the exception of Briar Place, Inc., and 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 such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

The Class B member(s) shall be Briar Place, Inc. and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) on January 1, 1982

7. Miscellaneous Provisions

7.1 These covenants shall run with the land and shall be binding upon and inure to the benefit of all parties and persons claiming under them for a period of twenty years from the date of recordation. Thereafter these covenants shall be automatically extended for successive periods of two years unless an instrument signed by at least ninety (90%) percent of the then owners of lots during the first twenty (20) year period and thereafter by sixty-six (66 %) per cent in interest of the then owners of the lots has been recorded in the office of the Clerk of Court for the Parish of East Baton Rouge, Louisiana, stating that such owners desire to amend or abolish the covenants in whole or in part, in which event the covenants referred to in that instrument which the owners shall state that it is their desire to abolish shall cease to have further force or effect at the end of the then current term, and all remaining restrictions amended or otherwise shall remain in full force and effect for the succeeding term.

7.2 If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for the Association or any owner to prosecute any proceedings in any court of competent jurisdiction against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing or to recover damages or other amounts for such violation for his or its own account or for the account of the other parties similarly involved or situated or both, or to seek both of those types of relief or such other relief as may be available along with reasonable attorney's fees for whichever relief is sought. The failure of the Association or any owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

7.3 The illegality or invalidity of any covenant or provision hereof or any part hereof by judgment or court order or its unenforceability shall not effect the validity or enforceability of any other provisions or parts hereof which shall remain in full force and affect.

THUS DONE AND PASSED before me, this 4th day of March 1975 at Baton Rouge, Louisiana.