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SECOND AMENDED AND RESTATED COMMERCIAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND SERVITUDES

FOR

ROUZAN

TRADITIONAL NEIGHBORHOOD DEVELOPMENT

ENGQUIST-ROUZAN COMMERCIAL DEVELOPMENT, LLC
DECLARANT

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THIS DECLARATION MAY BE AMENDED BY DECLARANT AT ANY TIME IN DECLARANT'S SOLE AND ABSOLUTE DISCRETION.

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This Second Amended and Restated Declaration Establishing Covenants, Restrictions and Servitudes (this "Declaration") is executed and effective on the 28th day of August, 2019, by:

ENGQUIST-ROUZAN COMMERCIAL DEVELOPMENT, LLC (Federal Taxpayer Identification No. XX-XXX7455), a Louisiana limited liability company, whose address for the purposes hereof is 7500 Pecue Lane, Baton Rouge, Louisiana 70809 ("**Declarant**").

Statement of Purpose:

a. Declarant owns certain lots or parcels of land as more particularly described on a map entitled "Final Commercial Plat of Rouzan", a copy of which is attached hereto as **Exhibit A-1** ("**Declarant's Property**"). For the sake of clarity, the Declarant's property does not include the property described on the plat attached hereto as **Exhibit A-2** ("**Excluded Property**").

b. Declarant intends to develop a Traditional Neighborhood Development (a "**TND**") on all or a portion of the Declarant's Property to be known as "**Rouzan**". Rouzan shall consist of Live/Work Units, Condominiums, single family attached houses, single family detached houses, commercial space, including but not limited to retail and office space, a theater, grocery store, recreational facility, civic buildings, and green space.

c. It is Declarant's intent that land development within the TND be planned to encourage and provide residential (both single family and multi-family), retail and commercial uses and properties.

d. The Declarant's intent and expectation is that the TND developed on any portion of the Declarant's Property described above will share the following conventions:

(1) Multiple neighborhoods will be developed within the TND according to this Declaration sharing common characteristics but creating unique environments.

(2) Each neighborhood within the TND will be physically understood and limited in scale.

(3) Residences, retail shops, workplaces and civic buildings will be located in the neighborhoods all in close proximity to one another.

(4) A hierarchy of streets will serve the needs of pedestrians, bicycles and automobile traffic.

(5) Squares, parks and green space will provide places for organized social activity as well as informal recreation.

(6) Civic buildings and squares will reinforce the elements of the neighborhood, adding to the community identity and providing places of purposeful assembly for social, cultural and religious activities.

e. The Declarant's intent and expectation is that the TND developed on any portion of the Declarant's Property will promote the following objectives:

(1) Bring within walking distance most of the activities of daily living, including dwelling, shopping and working;

(2) Reduce and/or minimize the number and length of automotive trips, traffic congestion and road construction;

(3) Make public transit a viable alternative to the automobile through organization of appropriate building densities;

(4) Provide a means for residents to come to know each other and to watch over their collective security by providing defined public spaces such as streets and squares;

(5) Provide a full range of housing types and work places, integrating age and economic class and forming the bonds of an authentic community;

(6) Provide suitable civic buildings, encouraging democratic initiatives and balancing the evolution of the community.

f. Declarant establishes this Declaration for this new community for the following purposes:

(1) To promote enjoyment of the natural resources of the Declarant's Property and to protect and enhance its beauty;

(2) To encourage a harmonious architecture;

(3) To plan for the possibility of both commercial and residential uses but without the customary divisions between them that require dependence on the automobile;

(4) To allow for eventual self-governing of the community by its owners; and

(5) To provide a guide for development that will preserve certain values while allowing change when appropriate.

Declaration:

This Declaration is intended to **amend and restate in its entirety** that certain "Amended and Restated Rouzan Non-Residential Declaration" recorded in the East Baton Rouge Clerk and Recorder of Mortgages and Conveyances on June 6, 2010, at Original 926, Bundle 12329. In furtherance of the aforesaid recitals, Declarant declares that, subject to the provisions of this Declaration and the Master Declaration, it does by these presents hereby create and establish certain servitudes, building restrictions, restrictive covenants, and charges upon the property known as Rouzan, and obligations of ownership, for its benefit and the benefit of its vendees,

successors and assigns, which servitudes, building restrictions, restrictive covenants, charges upon, and obligations of ownership shall be covenants running with the land and which shall apply against and affect all of the property defined below as Rouzan:

ARTICLE 1
PROPERTY SUBJECT TO THIS DECLARATION

This Article describes the immovable property initially comprising the commercial component of Rouzan, but also provides the method by which additional property may be added to the commercial component Rouzan.

Section 1.1 **Initial Property**. The immovable property which shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that platted property described on the Final Commercial Plat of Rouzan attached hereto as **Exhibit A**.

Section 1.2 **Annexation of Additional Property**.

a. **By Declarant**. Declarant shall have the right, but not the obligation, for a period of fifty (50) years from the Effective Date, from time to time in its sole discretion, to declare that any additional portions of the Declarant's Property, or any Additional Annexable Property, is annexed to, and included and otherwise incorporated within Rouzan for the development of a Subsequent Phase or otherwise. Declarant shall also have the right, but not the obligation, for a period of fifty (50) years from the Effective Date, from time to time in its sole discretion, to declare that property which is not part of the Declarant's Property and is not Additional Annexable Property, but which Declarant believes to have a reasonable relationship with Rouzan, be annexed to, and included and otherwise incorporated within, Rouzan for such purpose. Any immovable property, whether part of Declarant's Property or not, which is not expressly described as the Initial Property shall not be subject to this Declaration until such time as such property is incorporated pursuant to the terms of a Supplemental Declaration.

b. **By Association Boards**. After termination of the Class B Control Period, additional immovable property may be annexed to, and included and otherwise incorporated within, Rouzan by a majority vote of both Association Boards.

c. **Supplemental Declaration**. A Supplemental Declaration annexing to, and including and otherwise incorporating within, Rouzan, additional immovable property as authorized under Section 1.2, Subparts (a) and (b), shall become effective upon being recorded in the conveyance records of the Clerk of Court. The restrictive covenants and conditions contained in this Declaration shall not extend to any such Subsequent Phase except to the extent expressly declared by Declarant or the Association Board, as applicable, in a Supplemental Declaration. The Supplemental Declaration may modify or add to the provisions of this Declaration as required to reflect the different character of the Additional Annexable Property. Additionally, it shall be permissible for Declarant, or its successors, or the Association Board, as applicable, to declare in a juridical act that any Additional Annexable Property is subject to all restrictive covenants and conditions in this Declaration subject to any modifications thereof or additions or deletions thereto that are applicable only to the specific Additional Annexable Property in question. It is further expressly declared that any Rules and Regulations may differ

in their Application to all or any portion of such Additional Annexable Property, and the requirements of the Guiding Principles applicable to such Additional Annexable Property may be different from those requirements of the Guiding Principles applicable to the property being developed under this Declaration. A Supplemental Declaration may, with approval of the Declarant or the Association Board, as applicable, (1) define certain Neighborhoods within both newly annexed and previously existing portions of Rouzan, (2) designate certain Commons, whether existing or newly created, as "Neighborhood Commons" for the use of certain Neighborhoods, (3) and create and/or modify an assessment scheme by which certain Neighborhoods are assessed separately for Commons located within that Neighborhood. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration.

Section 1.3 **Platted Lots**. No Lots may be subdivided or separated into smaller lots except by Declarant or with the specific consent of the Design Review Board. No portion of any Lot may be separately conveyed (apart from the whole Lot), except by Declarant or with the specific consent of the Design Review Board. This Section 1.3, however, shall not prohibit the recording of corrective acts or similar corrective instruments. Declarant shall have the right to record a Supplemental Declaration to modify approved subdivision plats of Rouzan for the purpose of making adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed by such Supplemental Declaration.

Section 1.4 **Withdrawal of Property**. Declarant shall have the right to withdraw any portion of Declarant's Property or Additional Annexable Property owned by Declarant from Rouzan and this Declaration without the consent of any other Person, provided, access to the remaining portions of Rouzan is preserved. If the property sought to be withdrawn is leased to a Tenant, Tenant's consent shall be required for such withdrawal. The withdrawal of all or any portion of Declarant's Property or Additional Annexable Property from this Declaration shall be affected by the Declarant recording a written instrument setting forth the legal description of the property being withdrawn. If the Declarant does not own the property to be withdrawn, then the written instrument must be signed by the owners of fee title to the property to be withdrawn. Upon the withdrawal of any property from Rouzan pursuant to this Section, such property shall no longer be subject to any of the covenants, conditions and restrictions set forth herein.

Section 1.5 **Disclaimer of Representations and Implied Covenants**. Declarant makes no representations or warranties that: (a) Rouzan will be completed in accordance with the Guiding Principles as they exist on the date this Declaration is recorded; (b) any property subject to this Declaration will be committed to or developed for a particular use or for any use; (c) any property not now subject to this Declaration will be subjected to the provisions hereof; (d) any property subject to this Declaration will not be withdrawn from this Declaration; or (e) the use of any of Declarant's Property subject to this Declaration will not be changed in the future. Nothing contained in this Declaration and nothing which may be represented to an Owner or Tenant shall be deemed to create any covenants or restrictions, implied or express, with respect to the use of any property subject to this Declaration.

ARTICLE 2
COMMONS

Rouzan is designed so that each Lot is within walking distance of a green space, park or square. These areas can be used by Owners, Tenants and residents for individual and family recreation, and will also be used by the community as a whole for formal events and gatherings. Certain property within Rouzan, called the "Commons," is to be owned and maintained by an Association for the benefit of all Owners in furtherance of that purpose. As Rouzan is completed, additional property may be added to the Commons. The Commons shall be owned by the Residential Association for the benefit of all Owners unless the Commons have been designated by the Rouzan Council as either Commercial Commons or Residential Commons, in which case such Commons shall be owned by the Residential Association or the Commercial Association, as applicable, for the benefit of such Association's Members. Matters related to the Commons shall be governed by ARTICLE 3 of the Master Declaration.

ARTICLE 3
SERVITUDES

Every Owner has the benefit of certain servitudes, and the responsibility of providing and maintaining others. All Commercial Lots in Rouzan are subject to the provisions of ARTICLE 5 of the Master Declaration related to servitudes. These servitudes shall be predial servitudes appurtenant to and shall pass with title to every Lot.

ARTICLE 4
TOWN ARCHITECT AND DESIGN REVIEW BOARD

The Town Architect and Design Review Board shall be selected and governed pursuant to ARTICLE 7 of the Master Declaration.

ARTICLE 5
DESIGN REVIEW PROCEDURES

Section 5.1 **Types of Projects Requiring Design Review and Approval**. Any Owner planning to undertake any of the following types of projects on a Lot, unless such project qualifies as a permitted modification under Section 5.3 below or qualifies for an Abbreviated Review Process under Section 5.2, must submit an Application to the Design Review Board, and obtain its approval, in advance of commencing Work on such project within Rouzan (a "**Major Improvement**"). The listing of a particular example of a project under a category does not imply that such Work is permitted, nor does the absence of a particular example of a project imply that such Work is not subject to review. To the extent that a particular project is otherwise prohibited elsewhere in this Declaration, such prohibition shall control.

a. **New Construction**. Construction of any new, freestanding Building or other structure on a Lot, whether as a main, secondary, accessory or landscape structure, including but not limited to Fences and Garden Walls.

b. **Alterations, Additions or Rehabilitation**. Any new construction, alteration, addition or rehabilitation to an existing Building or structure on a Lot that alters the original massing, exterior finishes, window placement, roof design and/or other significant design elements, other than with duplicates of the original materials and colors. Such Improvements include, without limitation, new paint colors (except as provided in Section 5.3b), the installation of antennae, satellite dishes or receivers, solar panels or other devices.

c. **Major Site/Landscape Improvements**. Any major exterior Improvements on a Lot, including but not limited to, grading, parking, fountains, fencing, walls, paving, drainage, outdoor ornamentation, removal or substantial pruning of trees or plants, or any other alteration to an existing landscape that does not constitute a Minor Improvement as defined in Section 5.2.

Section 5.2 **Minor Improvements/Abbreviated Review**. Minor Improvements, including but not limited to, modifications to flower beds and gardens, which are being completed independent of any other Improvements requiring full design review and approval under Section 5.1, are not subject to the Design Review Procedure outlined in Section 5.5 through Section 5.8 ("**Minor Improvements**"). Minor Improvements are subject to an abbreviated review process ("**Abbreviated Review Process**") attached hereto as **Exhibit G**. The Design Review Board may charge a fee for its review of a Minor Improvement. The Design Review Board shall be responsible for implementing the Abbreviated Review Process. Specific submission requirements and fees will vary based on the nature of the Improvement. Owners and/or their Contractors should contact the Design Review Board to (1) verify whether an Improvement qualifies for the Abbreviated Review Process, and (2) obtain a fee estimate and submission requirements prior to commencing Work on a Minor Improvement. The Design Review Board shall have discretion to determine whether a particular project qualifies as a Minor Improvement or requires a full Application, such determination being final and binding, and not subject to review.

Section 5.3 **Permitted Modifications without Design Review Board Approval**. The following modifications and alterations on a Lot may be completed by an Owner without the prior approval of the Design Review Board.

a. **Interiors**. An Owner may remodel, repaint or redecorate the interior of the Buildings and structures on its Lot. However, modifications to the interior of porches, patios and similar portions of a Building or structure visible from outside of the Lot shall be subject to approval.

b. **Exterior Color**. Repainting the exterior of a structure with an approved color does not require approval. Approved colors include those specifically set forth in this Declaration (including its appendices), the Guiding Principles or in an approved color list maintained by the Design Review Board.

c. **Rebuilding or Repair**. Rebuilding or repairs completed in accordance with the originally approved design plan do not require approval.

Section 5.4 Approved Contractors; Approved Architects and Design Professionals.

a. **Contractors**. No Owner shall self-contract the construction of any Improvements on any Lot. The Contractor selected by an Owner to construct Improvements on a Lot must be approved by the Design Review Board, in its sole discretion. Any approval by the Design Review Board of a Contractor is not meant as an endorsement of that Contractor's ability and shall not be the basis for any liability on the part of the Design Review Board.

b. **Architects and Design Professionals**. The architect or other design professional selected by an Owner to design any Improvements to be constructed on a Lot must be approved by the Design Review Board, in its sole discretion. Approval by the Design Review Board of an architect or other design professional is not meant as an endorsement of that architect's or design professional's ability and shall not be the basis for asserting any liability on the part of the Design Review Board.

c. **Access to Approved Lists**. The list of approved Contractors, approved architects, and other design professionals shall be maintained by the Commercial Association in the registered office of the Commercial Association and those lists shall be available for review by Owners during regular business hours of the Commercial Association.

d. **Approval Process**. Should an Owner desire to have a Building or other Improvements constructed on a Lot by a Contractor who is not approved by the Design Review Board, or to have a Building or other Improvements to a Lot designed by an architect or other design professional who is not approved by the Design Review Board, the Owner shall submit to the Design Review Board an Application for approval which shall include such information as may be requested by the Design Review Board. The requested information may include, without limitation thereto, the following: (1) name and address; (2) a listing of other Buildings or similar types of Improvements constructed or designed, as the case may be, by the proposed Contractor architect, or design professional, together with photographs of such Buildings or similar types of Improvements; (3) a listing of references who may be called to discuss the quality, effectiveness, thoroughness and other aspects of services to be provided by the proposed Contractor or design professional; (4) evidence of insurance; (5) evidence of ability to obtain payment and performance bonds, or other evidence of net worth and liquidity; (6) other evidence of ability, as to a Contractor, to build a Building or other Improvements in a timely manner, in accordance with plans and specifications; and (7) other evidence, as to a design professional, of ability to design and provide specifications for a Building or other Improvements which would be consistent with the requirements of the Governing Documents.

Section 5.5 Review Procedure.

a. **Plan Review and Approval Procedure for Commercial and Live/Work Lots**. Each Owner shall receive a Design Review Procedure Handbook containing the documentation for construction of Improvements applicable to the Owner's Lot. The review and approval procedure involves various timeframes and fees. Each Owner should review the procedure and be familiar with the appropriate procedure. The initial design review procedure for Major Improvements on Commercial Lots is attached as **Exhibit F** hereto. The Declarant reserves the

right to modify the Design Review Procedures at any time without filing an amendment to this Declaration by making the then-current procedure available to each potential Owner or Owner of a Lot before construction commences on the Lot.

b. **Basis for Decision**. Applications shall be approved or denied based upon compliance with the Design Review Procedures outlined in Section 5.5 and the Guiding Principles. The Guiding Principles and the Landscape Regulations each provide many, but not all, factors to be considered by the Design Review Board in reviewing Applications. Each Owner agrees and acknowledges that the Guiding Principles and the Landscape Regulations are not a complete listing and that in reviewing Applications the Design Review Board may consider such other factors as the Design Review Board may in its sole discretion deem appropriate. In addition to compliance with this Declaration, the Guiding Principles and the Landscape Regulations, the additional factors to be considered by the Design Review Board in reviewing plans and specifications submitted to it shall be: (1) the quality of workmanship and material; (2) the architectural style or design; (3) the aesthetic appearance of the exterior of the Improvements; (4) conformity with good aesthetic design practices; (5) the quality and size of the proposed Improvements; (6) the good aesthetic use of materials, color and location in relation to surrounding structures and topography; (7) harmony of design with existing Buildings and other Improvements; (8) avoidance of duplication of or repetitive designs for Buildings and other Improvements, and (9) whether the design or design components are historically accurate. Strict compliance with the Design Review Procedure Handbook, the Guiding Principles and this Declaration does not guarantee approval of an Application. The Design Review Board may require changes to a plan to improve the aesthetic appearance even if the design meets the technical requirements of the Design Review Procedure Handbook, the Guiding Principles and this Declaration. If the Design Review Board rejects an otherwise compliant Application due to overall design quality, the Design Review Board may make suggestions for improving the design.

c. **Notification; Construction**. The Design Review Board shall notify the applicant of its decision within the time limits established pursuant to the procedures adopted under Subpart (a) or (b) of this Section 5.5. If approval is given or deemed to be given, Work on the Improvements may begin. All Work must comply with the plans and specifications approved by the Design Review Board. The Design Review Board may impose conditions for the placement of dumpsters, pods, materials or equipment, including vehicles used during construction. Both Declarant and the Design Review Board reserve the right to inspect the Work being performed on any Lot and to require changes, accept with conditions or accept any Work that it deems not to be in compliance with the approved plans and specifications.

d. **Required Construction Timeline**. If construction does not commence on any Work for which approval has been granted within twelve (12) months of final approval, the approval shall expire and the Owner must re-submit its plans for reconsideration in accordance with the Design Review Procedure then in effect prior to commencing Work. All Work shall be completed within eighteen (18) months of the date the building permit for the Building was issued or such other period as may be specified in the notice of approval ("**Commercial Completion Period**"), unless completion is delayed due to causes beyond the reasonable control of the Owner, such as an event of force majeure, hurricane, act of God, fire, explosion, extraordinary flood or similar occurrence (but not including reasonably foreseeable weather

conditions). If the Improvement is not Substantially Complete within the Commercial Completion Period, Owner shall pay to the Commercial Association the sum of Two Hundred and 00/100 Dollars ($200.00) per day for each day until the Improvement is Substantially Complete.

e. **Design Changes**. If the Owner desires to make construction, landscaping or other changes to the intended Improvements that differ from the approved Application, the Owner must first submit a design change application (a "**Design Change Application**") to the Design Review Board. The Owner must provide the Design Review Board with any supporting documentation required by the Design Review Board along with that Design Change Application, including revised versions of the Application.

Section 5.6 **Enforcement**. Any structure or Improvement placed or made in violation of this Article shall be deemed to be nonconforming. If any construction is begun or completed which has not been approved or which deviates from the approved plans, upon written request from the Design Review Board, an Owner shall, at its own cost and expense, remove such nonconforming structure or Improvement and restore the land to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Design Review Board and its agents shall have the right to enter the property, remove the nonconforming structure or Improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, attorneys' fees, may be assessed as a lien against the Lot. Any Contractor, sub-contractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the approved design plan may be excluded by the Design Review Board from any future Work or entry onto the Declarant's Property, subject to any applicable notice and hearing procedures required by law. In such event, neither the Design Review Board, the Declarant, or the officers, directors, members, employees nor agents of any of them shall be held liable to any Person for exercising the rights granted by this paragraph. In addition to any other remedies available to the Design Review Board, in the event of noncompliance with this Article, the Design Review Board may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Town Architect, Declarant, or an Association may bring an action for specific performance, declaratory judgment, injunction, and any and all remedies available at law and equity to enforce the provisions of this Article, and shall be entitled to recover its actual attorney's fees in bringing such action.

Section 5.7 **Variances**.

a. The Design Review Board or the Declarant shall have the right and power to grant variances from compliance with any provision of this Declaration or any provision in the Guiding Principles or in the Landscape Regulations, including without limitation, payment of fees, the approval of different Building typologies than, or variances from, the Building typologies identified in the Guiding Principles, as well as requirements regarding height and use, placement/parking and encroachments, with respect to any Lot. Any building restrictions, including without limitation those addressing the face direction, location, Setbacks or materials for Buildings or other Improvements, may be modified when, in the sole and absolute discretion of the Design Review Board, circumstances such as topography, natural obstructions, hardship,

or aesthetic, economic or environmental considerations, warrant a variance. All variances must be evidenced in writing from the Design Review Board in order to have legal effect.

b. If a variance is granted, no violation of this Declaration, the Guiding Principles or the Landscape Regulations, shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration for any purposes except as to the particular instance covered by the variance, and in no case shall the granting of a variance in one instance obligate the Design Review Board to grant a variance in another instance.

Section 5.8 Limitations and Release of Liability.

a. The purpose of the review of plans and specifications by the Design Review Board is to protect and enhance the aesthetic and monetary values of Rouzan and each Owner's Lot and to maximize compliance with the Declaration, the Guiding Principles and the Landscape Regulations, for the benefit of all Owners. In performing its functions, the Design Review Board does not warrant, guarantee, recommend, approve, certify or endorse any particular architectural, engineering or structural design, or any plan, specification, material, construction method or practice, as to its safety, freedom of defects, durability, fitness or suitability for intended use, strength or other characteristics.

b. Neither the approval by the Design Review Board of any plans or specifications for any Work nor any review, inspection or observation of such Work shall in any manner constitute a warranty, representation or the undertaking of any duty or obligation on the part of the Design Review Board, any Association Board or Association, Declarant, or their respective members, agents, employees, partners, and representatives, to any Person, that any method, practice, design, material or structure, contained, shown or specified in any plans or specifications approved by the Design Review Board, or reviewed, inspected or observed by the Design Review Board or its members, (a) is safe or proper or sound or free from defects or vices or is invested with any quality or characteristic whatsoever, (b) complies with the requirements of this Declaration, the Guiding Principles or the Landscape Regulations, (c) complies with the requirements of any contract, agreement or instrument, or (d) does not create an encroachment on a Utility Servitude for which permission must be obtained from those utilities using the Utility Servitude.

c. Neither the approval by the Design Review Board of any plans or specifications for any Work, nor any review, inspection or observation of such Work shall in any manner suggest compliance with any applicable governmental regulations or local building codes. Applicants are responsible for making sure that the design of Improvements conforms to governmental regulations and all local building codes. The Design Review Board is not responsible for compliance with governmental requirements.

d. Each Person who submits plans and specifications to the Design Review Board for particular Work, each Owner who performs or contracts for the performance of such Work on any Lot pursuant to such plans and specifications, and each architect, engineer, Contractor, sub-contractor, supplier, materialman or other Person who participates or engages in any Work on any Lot pursuant to such plans and specifications, hereby fully releases and discharges the

Design Review Board, and its members, the Association Boards and their members, the Associations, Declarants, and their partners, their employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, costs and fees arising out of any act, or fault by any Person, or any defect, vice, hazard or failure, in any material, Lot or Improvement, relating in any way to such Work.

e. The Design Review Board shall have the power and authority to reject any plans or specifications for any Work that in the sole opinion of the Design Review Board does not meet the requirements of this Declaration, the Guiding Principles, and/or the Landscape Regulations, and any Owner whose plans or specifications have been so rejected does hereby fully release and discharge the Design Review Board and its members, the Association Boards and their members, the Associations, Declarants, and their officers, directors, employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, costs and fees arising out of such rejection of plans or specifications, the opinion of the Design Review Board being final and binding and not subject to any claim or challenge whatsoever. Should any Owner nevertheless make any claim or challenge to the rejection by the Design Review Board of any plans or specifications, such Owner agrees to pay the actual attorneys' fees, costs and expenses incurred by the Design Review Board in defending or responding to such claim or challenge.

f. **Use of Materials or Components**. The use of any material or components as indicated within the Guiding Principles or this Declaration shall be solely at the risk of the Owner and shall import no liability to the Associations, Declarants, the Design Review Board, or their assigns. The materials listed in the Guiding Principles or in this Declaration are not intended to constitute or otherwise create any representations, guarantees, or warranties to any party in relation to the structural integrity or adequacy when used for any component of Improvements to be built within Rouzan. It shall be the responsibility of the Owner, or other proposer, when considering usage of any material on any project within Rouzan to have an independent review and evaluation of the adequacy of any component or element contained herein to assure their acceptability for the intended end uses.

g. **Modification of Guiding Principles, Landscape Regulations, or Design Review Procedure**.

(1) The Design Review Board may, subject to any applicable zoning, revise any part of the Guiding Principles, the Landscape Regulations and/or the Design Review Procedure Handbook, and supplement the Guiding Principles, the Landscape Regulations and/or the Design Review Procedure, from time to time for any of the following reasons:

(a) To make changes which the Design Review Board believes will better accomplish the objectives set forth in this Declaration.

(b) To adjust for market conditions so as to improve the value of all or some of the Lots;

(c) To recognize changing land use conditions over time, both from within and outside Rouzan; or

(d) To establish the plan for the development of additional immovable property annexed to, and included and incorporated within, Rouzan pursuant to a Supplemental Declaration, which plan shall be implemented through the regulation of land use, architecture, environment and landscaping with said additional immovable property.

(2) The Guiding Principles, the Landscape Regulations and the Design Review Procedure, together with all changes to same adopted by the Design Review Board, shall be available for review in the registered office of the Commercial Association during normal business hours. Any Owner wishing to have a copy of the Guiding Principles, the Landscape Regulations and/or the Design Review Procedure, together with all changes to same adopted by the Design Review Board, shall pay the cost of reproducing same to the Commercial Association which shall be calculated on the basis of $.50 per page; provided, however, there shall be no charge for the first copy of each document with respect to each Lot. During the Class B Control Period, no change may be made to the Guiding Principles or to the Landscape Regulations without the express written consent of Declarant. On request of the Design Review Board, the Commercial Association Board shall, without the consent of the Commercial Association Members, file any amendments to this Declaration at any time which add to, change or otherwise modify the Guiding Principles and/or the Landscape Regulations. Modifications and changes to the Guiding Principles, the Landscape Regulations and/or the Design Review Procedure shall not affect or bear on the construction of Buildings within Rouzan to the extent such Buildings have been constructed prior to the adoption of such modification or other amendment; but such modifications and changes shall be effective with respect to any alterations or other additions to Buildings constructed after the date of such amendments or modifications. Declarant and the Commercial Association, whenever filing Supplemental Declarations pursuant to Section 1.2c, may and are expected to file supplements to the Guiding Principles and/or the Landscape Regulations which will contain specific requirements for the property added to Rouzan pursuant to any such Supplemental Declaration, including without limitation thereto, in the filing party's sole discretion, additional designations of Lot Types, additional Allowed Architectural Typologies authorized for each new Lot Type within the new phase, architectural characteristics and historical details for each such additional Allowed Architectural Typology, and such further requirements and restrictions with respect to construction on Lots as are contained in the Guiding Principles and/or the Landscape Regulations as filed originally with this Declaration.

ARTICLE 6
GENERAL BUILDING RESTRICTIONS

This Article sets forth specific building restrictions and other covenants relating to the construction of Improvements on each Lot; it is expressly noted that other provisions of this Declaration and the Guiding Principles also address such requirements. Each Lot has distinguishing characteristics and certain features that set it apart from other Lots. Height restrictions, use restrictions, Allowed Architectural Typology, placement requirements, parking requirements, Setback requirements, and requirements concerning porches, Fences and/or Garden Walls, are all set forth in the following provisions.

Section 6.1 **Generally**. Notwithstanding any inferences to the contrary anywhere in this Declaration, no Improvement of any nature may be constructed on a Lot without complying with the requirements of this Declaration and the Guiding Principles. This ARTICLE 6 sets

forth specific building restrictions and other covenants relating to the construction of Improvements on each Lot; it is expressly noted that other provisions of this Declaration and the Guiding Principles also address such requirements. Each Lot within Rouzan is designated with an assigned Lot Type in the Guiding Principles. Each Lot Type has distinguishing characteristics and certain features that set it apart from other Lot Types. All Buildings and Improvements constructed on each Lot shall be designed and constructed in accordance with the requirements applicable to the Lot Type designation assigned to that particular Lot in the Guiding Principles, in addition to such other requirements as are provided in this Declaration. For the purposes of this ARTICLE 6 the term "Association" shall mean Commercial Association.

Section 6.2 Permitted Uses.

a. No use shall be permitted within any portion of Rouzan which violates any legal requirements, and each Owner and Tenant, Occupant or other user of any portion of Rouzan, shall at all times comply in strict accordance with this Declaration and with any and all legal requirements. No Owner or Tenant may use any Lot, or permit its Lot to be used, other than in accordance with this Declaration and all legal requirements applicable to such Lot. All Lots shall be developed in accordance with this Declaration, as it may be amended and modified from time to time in the manner expressly provided for in this Declaration. If any Owner or Tenant proposes to use, or permit to be used, its Lot in any manner other than as specifically permitted by this Declaration, such Owner shall submit a written proposed use request to the Declarant which shall state, with reasonable particularity, the use or uses proposed by the Owner or Tenant. Such written proposal shall be approved or rejected by Declarant in its sole and uncontrolled discretion, and Declarant shall provide to such Owner or Tenant written notice of its decision, which shall be final and binding on all Owners and Tenants. Provided, however, that no use expressly prohibited by this Declaration shall be permitted.

b. **Commercial Use**. Commercial Lots shall be used only for normal retail, office and related and/or appurtenant service uses customarily conducted in first-class retail shopping centers, office complexes and power centers, including retail sales, retail warehouse, retail and/or wholesale distribution, theaters, museums, tourist purposes, lodging, offices, entertainment, restaurants or other permitted commercial purposes approved by the Declarant compatible with the foregoing and in accordance with all applicable zoning laws, rules and regulations.

c. **Sale and Consumption of Alcoholic Beverages**. Commercial sale or consumption of alcoholic beverages and spirits, whether for onsite or offsite consumption is prohibited within any Commercial Lot in Rouzan except as expressly permitted in any act of sale, deed, lease, donation or other transfer agreement, or within a separate written agreement ("**Act of Transfer**") between Declarant and a third party transferee. If Declarant permits an Owner or Tenant of a Commercial Lot to sell and/or distribute alcoholic beverages by so stating in an Act of Transfer, such permission shall be transferrable to subsequent Owners or Tenants of such Commercial Lot unless the Act of Transfer expressly prohibits such transfer. Notwithstanding an Owner's receipt of or application for any governmental approval for the sale or distribution of alcoholic beverages, including any required zoning, license, permit or other approval, no such sales or distribution shall be permitted without the written approval of, and permit from, Declarant either within an Act of Transfer or a separate written agreement. Nothing

herein shall prevent Declarant or the Association from permitting the sale and/or consumption of alcoholic beverages and spirits in conjunction with special events, festivals, community gatherings or private functions otherwise permitted hereunder and permitted under all applicable law.

Section 6.3 Prohibited Uses.

a. **Automobile Sales**. Any automobile, truck, trailer or recreational vehicle business with outside sales, leasing or display unless approved by the Association Board or in conjunction with promotions, displays and other similar marketing activities, subject, however, to compliance with all applicable laws, rules and regulations.

b. **Body Shop**. Any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles.

c. **Dumping**. Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any Improvement.

d. **Fireworks**. Any unusual fire or explosion, or any use which involves any firing, explosives or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks or a shooting gallery). Nothing herein shall prohibit the Associations or the Institute from applying to Declarant for an exception to this prohibition on such terms and conditions as Declarant may set.

e. **Flea Market**. A flea market, defined as a market of individual stalls selling old or used articles. Nothing herein shall prevent the Declarant or an Association from permitting a neighborhood garage sale, farmers market, antique market, or similar special or regular event.

f. **Funeral Home**. Any mortuary, funeral home or cemetery.

g. **Gaming Facilities**. Any casino, video poker facility, bingo halls, off-track betting parlor or similar facility at which games of chance are conducted.

h. **Gas Stations**. A service station shall only be permitted on Commercial Lots with prior written approval of the Commercial Association Board. The location and size of any such service station shall be determined by the Commercial Association Board. Service stations must be properly landscaped and the Association Board shall have the right to impose additional landscaping requirements with respect to a Commercial Lot upon which a service station is to be located. Any service station shall be of similar architectural quality and shall be consistent with the architectural themes of Rouzan. No fuel pumps shall be located on any Commercial Lot other than the Lot on which a service station is located.

i. **Half-way Houses**. To the extent enforceable under applicable law, no Apartment, Apartment Building or other Improvement on any Apartment Lot shall at any time be used as a Half-Way House under supervision of a Supervising Agency. If such use is required by any Governmental Authority, the other provisions of this Declaration, including restrictions on occupancy, shall still apply.

j. **Heavy Industrial Use**. Any heavy industrial use or for a purpose which may cause materially objectionable odors and/or untidiness such as (but not limited to) stand-up or drive-in food facilities or other litter-creating operations; provided, however, that a sit-down or drive-through type restaurant is not precluded hereby.

k. **Laundromat**. Any central laundry or laundromat; provided, however, this prohibition shall not be applicable to a drop-off and pickup facility.

l. **Manufacturing Facility**. A facility for assembling, manufacturing, refining, smelting, drilling, mining, exploring or the producing of oil, gases or other minerals (provided this restriction shall not preclude the assembly of merchandise to be sold at a facility).

m. **Mobile Home Park**. Any mobile home park, camp ground, trailer court or labor camp; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance or for trailers, delivery trucks or recreational vehicles of agents or Contractors or Owner or Occupant.

n. **Outdoor Carnivals**. Outdoor circus or other outdoor entertainment, excluding temporary carnivals or entertainment in connection with the marketing of the first class shopping center/power center, not to exceed two (2) times per year.

o. **Pawn Shop**. Any pawn shop or "second hand" store.

p. **Salvage Yard**. Salvage or reclamation yards and the storage of inoperative vehicles.

q. **Toxic Materials**. Any business which emits noxious toxic or caustic or corrosive fuel or gas, including a dry cleaning business; provided, however, that nothing shall prohibit a dry cleaning pickup location (where no dry cleaning operations are conducted).

r. **Truck Parking**. The parking of trucks and/or delivery vehicles so as to unreasonably interfere with, or suffer or permit any use thereon to interfere with, the use of any driveways, walks, roadways, highways, streets, parking areas or other Commons, excluding loading areas, docks, and truck courts or turnarounds.

s. **Uses Prohibited in the Vicinity of the Library**. Without the prior written consent of the Library Board, neither the Declarant nor its successors or assigns shall permit (i) an establishment operated solely as a video game arcade to be located within 200 feet of the Library Lot; or (ii) an establishment within Rouzan that is engaged primarily in the trade or exhibition of sexually explicit merchandise such as nude photographs, sexual devices, objects depicting genitalia and similar sexually explicit items and merchandise commonly associated with so-called peep shows, massage parlors, adult book stores, and head shops; or (iii) an establishment operated solely as a bar to be located within 300 feet of the Library Lot. Those restrictions enumerated as items (i), (ii), and (iii) of the foregoing sentence shall be binding upon present and all future Owners of Lots that are located within the distances indicated.

t. **Warehouse Operations**. A facility primarily used as a storage warehouse operation, mini-warehouse or freight terminal (for purposes hereof, a "storage warehouse

operation" or freight terminal shall not be construed to include retail merchandise stored on the premises with the main use).

Section 6.4 **Mandatory Construction Start Date**. Each Owner must commence construction of the primary Building on the Owner's Lot no later than one (1) year from the date of the recording of the sale, transfer or other conveyance instrument from Declarant to Owner in the public records of East Baton Rouge Parish, Louisiana. Declarant reserves the right, in Declarant's sole discretion, upon ten (10) Days prior written notice to an Owner, to demand that Owner re-convey any Lot upon which construction of a primary Building has not commenced to Declarant for the original purchase price of such Lot.

Section 6.5 **Allowed Architectural Typologies**. The Buildings constructed on each Lot shall be designed in accordance with one (1) of the Allowed Architectural Typologies for that particular Lot. The Allowed Architectural Typology is indicated on the Urban Regulations in the Guiding Principles provided for each Lot Type under the heading "*Allowed Architectural Typology*". The Urban Regulations are attached hereto as **Exhibit D**.

Section 6.6 **Design Guidelines for Architectural Typologies**. The Guiding Principles contains some of the design requirements and/or restrictions for each of the various Allowed Architectural Typologies for the various typologies and Neighborhoods. The Guiding Principles shall be complied with in the design and construction of Buildings using the designated Allowed Architectural Typology. It is the function of the Design Review Board, through the review process described in ARTICLE 5, to verify that the plans for the design of Buildings proposed for construction on a Commercial Lot are consistent with the characteristics and details of the Allowed Architectural Typology chosen by the Owner presenting plans to review.

Section 6.7 **Allowed Architectural Styles**. In order to maintain the cohesiveness and general aesthetics of the Neighborhoods within Rouzan, the Guiding Principles contain approved architectural styles for use within a Neighborhood ("**Allowed Architectural Styles**"). Allowed Architectural Styles in Rouzan are an assemblage of four components specific to each style (i) materials (specific brick, stucco, siding, etc.) (ii) configuration and technique, (iii) Building elements (columns, porches, rails, etc.) and (iv) fenestration specifics for doors, windows and other opening types. These components serve as the basis for any review of submittals by the Design Review Board. The Allowed Architectural Styles are outlined in the Guiding Principles. The Association reserves the right to amend the list of Allowed Architectural Styles in its sole discretion. It is the responsibility of the Owner to design his or her Building consistent with the Allowed Architectural Styles. The Design Review Board shall review the architectural style utilized in a design, and strict compliance with the characteristics of an Allowed Architectural Style does not guarantee approval of a design. The Design Review Board may require changes to a plan to improve the aesthetic appearance even if the design meets the technical requirements of the Allowed Architectural Style. The Design Review Board may consider such other factors as the Design Review Board may, in its sole discretion, deem appropriate in the approval of an architectural style, including the design characteristics of other nearby Buildings in the Neighborhood. If the Design Review Board rejects an otherwise compliant Application due to overall design quality, the Design Review Board may make suggestions for improving the design.

Section 6.8 Building Restrictions and Other Covenants.

a. **General**. Notwithstanding any inferences to the contrary anywhere in this Declaration, no Improvement of any nature may be constructed on a Lot without complying with the requirements of this Declaration and the Guiding Principles. This Section 6.7 sets forth specific building restrictions and other covenants relating to the construction of Improvements on each Lot; it is expressly noted that other provisions of this Declaration and the Guiding Principles also address such requirements. Each Lot within Rouzan is designated with an assigned Lot Type in the Guiding Principles. Each Lot Type has distinguishing characteristics and certain features that set it apart from other Lot Types. All Buildings and Improvements constructed on each Lot shall be designed and constructed in accordance with the requirements applicable to the Lot Type designation assigned to that particular Lot in the Guiding Principles, in addition to such other requirements as are provided in this Declaration. Height restrictions, use restrictions, Allowed Architectural Typology, placement requirements, parking requirements, Setback requirements, and requirements concerning porches, Fences and/or Garden Walls, are all set forth for each Lot Type on the corresponding page of the Urban Regulations within the Guiding Principles that applies to that particular Lot Type.

b. **Encroachments**. With the permission of the Design Review Board, balconies, eaves, soffits, stoops, stairs, and façades of Buildings are permitted to overhang a Utility Servitude or a Street Right of Way, and in the case of any zero (0) lot line Lot, the adjoining Lot, by 24 inches, provided that any such encroachment must be no less than ten (10) feet above the finished ground elevation in the area of the encroachment, and further provided that any required consent has been obtained from any Governmental Authority or utility company, whether public or private.

c. **Removal of Trees**. In reviewing Building plans, the Design Review Board shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the Design Review Board, which approval may be given when such removal is necessary for the construction of an Improvement.

d. **Sidewalk Installation and Maintenance**. Each Owner is responsible for installing and maintaining that portion of the sidewalk on his or her Lot in compliance with any legal requirements of any Governmental Authority and the requirements and standards set forth by the Design Review Board and the Guiding Principles. Installation of the sidewalk on a Lot shall be completed no later than thirty (30) Days following issuance of a certificate of occupancy for the Building on the Lot.

e. **Solar Collecting Panels or Devices**. The Declarant recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power. At the same time, the Declarant desires to promote and preserve the attractive appearance of Rouzan and the Improvements thereon, thereby protecting the value generally of Rouzan and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans by the Design Review Board, solar collecting panels and devices may be placed, constructed or maintained upon any Lot within Rouzan so long as such solar

collecting panels and devices are placed, constructed and maintained in such location(s) and with such means of screening or concealment as the Design Review Board may reasonably deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed from any Street or from any other property (whether within or outside Rouzan). Notwithstanding any other provision of this Declaration to the contrary, the Declarant (during the Class B Control Period) or the Associations (after the expiration or termination of the Class B Control Period) shall have the right, without the consent or approval of any Owner or other Person, to amend this Section (which amendment may, without limitation, impose additional or different restrictions on solar collecting panels and devices) as the Declarant or the applicable Association (as applicable) deems appropriate after the Effective Date.

f. **Setbacks**.

(1) **General**. The Guiding Principles contains information as to the required Setbacks of the Building to be constructed on each Lot. All Setback numbers are expressed in "feet" as the linear measurement of the Setback.

(2) **Front Setbacks** – Commercial Building. The principal facade of each Building constructed on a Commercial Lot must be located between the Lot line of the Lot and the maximum distance shown as the front Setback of the Building in the Guiding Principles and in the Urban Regulations which relates to the category of Lot Type which includes that particular Lot.

(3) **Side-Yard Setbacks** – Commercial Building. The facade of the sides of any Building constructed on a Commercial Lot (i.e., the boundaries not facing the Street on which the Lot fronts and not facing the rear of said Lot) may be located no closer to the side property lines than that number of feet that is set forth as the side Setback of the Building in the Guiding Principles and in the Urban Regulations which relates to the category of Lot Type which includes that particular Lot.

(4) **Rear Setbacks** – Commercial Building. The rear facade of the sides of any Building constructed on a Commercial Lot must be located no more and no less than that number of feet from the rear property line of the Lot that is set forth as the rear Setback of the Building in the Guiding Principles and the Urban Regulations which relates to the category of Lot Type which includes that particular Lot.

Section 6.9 **Rules and Regulations**. Subject to prior express written approval given by Declarant or the Association, Owners and Tenants of Commercial Lots or any portion thereof shall abide by all Rules and Regulations established by the Association or Declarant, from time to time, with respect to the use and care of the Lot or portion thereof, and to Rouzan, including the Commons, and shall:

a. Conduct no auction, fire or bankruptcy sales, so called going out of business or "lost our lease" sales, or similar practices.

b. Conduct no special events, radio spots, or other promotional activities or programs unless approved in advance by the Association.

c. Except, as may be set forth in the Rules and Regulations, a written policy adopted by the Association, or as expressly permitted in writing from time to time, display no merchandise outside the Lot nor in any way obstruct the Commons.

d. Load or unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of trash only through the rear service door(s) of the Lot unless a rear service door is not provided in which event Owner or Tenant shall accept deliveries through the front entrance only during hours that the business operation is not open for business to the general public. Owner or Tenant shall not permit trailers or trucks servicing the Lot to remain parked in Rouzan beyond those periods necessary to service Owner's or Tenant's operations. Such trailers or trucks shall not remain parked in Rouzan beyond the closing hour of Rouzan. The restrictions may be altered by Declarant or Association in conjunction with the adoption of a formal parking management plan made available to all Owners. Nothing herein shall prohibit Declarant from designating certain areas as no parking zones or reserving certain areas for emergency parking, or from restricting parking in conjunction with any events or emergencies as determined by Declarant. Nothing herein, shall prevent delivery of mail or small packages through the front door of a Building.

e. Keep the inside and outside of all glass in the windows and doors of structures on the Lot clean.

f. Keep the Lot in a careful, safe, clean and proper manner and free of insects, rodents, and other pests; not permit any trash of any nature emanating from the Lot to accumulate in the Commons. Owners and Tenants shall store all trash in appropriate containers within the Lot, or in the event Owner or Tenant is a food service operation, within containers within temperature controlled areas within the Lot, and attend to the daily disposal thereof in the manner designated by the Association. Owner or Tenant shall not burn any trash within the confines of Rouzan.

g. Employ a pest exterminating contractor to service the Lot at such intervals as the Association may require.

h. Prohibit the plumbing facilities within or servicing the Lot to be used for any purposes other than for which they were constructed, and no foreign substances of any kind shall be thrown therein.

i. Not solicit business or distribute any handbills or other advertising matter in the Commons, without advance consent of the Association.

j. Prevent the Lot from being used in any way which may be a nuisance, or cause damage to the other occupants of Rouzan, including, without limiting the generality of the foregoing, the operation of any instrument or equipment or the carrying on of any trade or occupation which emits (i) an odor discernible outside of the Lot and which may be deemed offensive in nature, (ii) a noise which may be heard outside the Lot; or (iii) a vibration emanating from the Lot and otherwise discernable outside or adjacent to the Lot.

k. Not permit the display or sale of any merchandise which is inconsistent with the general high standards of Rouzan as determined by the Association which is inconsistent with

the highest standards of decency and morals prevailing in Rouzan. The Association, in exercising its right to determine the general high standards of Rouzan shall act in a reasonable manner consistent with the operation of a first class regional shopping center with residential components. For the purposes hereof, merchandise such as nude photos, sexual devices, objects depicting genitalia and any other similar items and merchandise commonly associated with so called peep shows, massage parlors, adult book stores and head shops shall be deemed inconsistent with the general high standards of Rouzan.

l. Not display or affix any sign, placard, name, trademark, insignia, decal, advertising matter or any other item(s) on the surface of any exterior door, wall or window or within one (1) foot of the surface of any display window space in the Lot or within any entrance to the Lot. The Association shall have the right, without notice to Owner or Tenant and without any liability for damage to the Lot reasonably caused thereby, to remove any items displayed or affixed in violation of the foregoing provisions. All signage is subject to the approval of the Design Review Board and the Association.

m. Promptly comply with all present and future laws, regulations or rules of any parish, state, federal and other Governmental Authority and any bureau and department thereof, and of the National Board of Fire Underwriters or any other body exercising similar function applicable to the Owner's or Tenant's Work done to the Lot, including the making of any required structural changes thereto, subject to the supervision of the Design Review Board. If Owner or Tenant shall install any electrical equipment that overloads the lines on the Lot, Owner or Tenant shall make all changes necessary to comply with the requirements of the insurance underwriters and Governmental Authorities having jurisdiction.

n. Not store, handle, use, sell, generate or release, or specify, use or dispose of, or permit its architect, Contractors, sub-contractors or any parties performing any Work on behalf of Owner or Tenant to specify, use or dispose of, directly or indirectly, on the Lot, Commons, or in Rouzan, any hazardous substance. Upon completion of such Work, Owner or Tenant shall deliver to the Association a certificate from its architect, Contractor, sub-contractor or other performing party stating that no such materials have been specified or used in such Work. Upon notice to Owner or Tenant, the Association may conduct an environmental audit of the Lot. If any hazardous substance is detected or if a violation of the covenants contained herein is discovered, the fees and expenses of such audit shall be paid by Owner or Tenant on demand by the Association. Owner or Tenant shall immediately notify the Association and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Lot or compliance with environmental laws.

o. Without the prior written approval of Declarant or the Association, Owners shall not install any vending machine or similar type of equipment within any area of the Lot which is accessible to the public. The Association shall have the right, without notice to Owner or Tenant and without any liability for damage to the Lot reasonably caused thereby, to remove any vending machines or similar type of equipment installed, maintained or existing within the Lot in violation of the foregoing provisions. In no event may vending machines or similar equipment be visible from any Commons or other publicly accessible location.

p. Maintain lighting on the interior side of the storefront of the Lot until 2:00 a.m. each day. The adequacy of such lighting shall be subject to the Design Review Board's approval.

Section 6.10 **Miscellaneous Prohibitions and Rules**. Except for the activities of Declarant in connection with development and the activities of the grantees in connection with the construction, installation, repair, alteration and maintenance of the Utility Servitudes established in ARTICLE 5 of the Master Declaration, the following restrictions shall apply to all immovable property and Lots within Rouzan:

a. **Air-Conditioning**. No window air conditioning units may be installed in any Improvements.

b. **Animals**. Except for a veterinary office, pet store or pet grooming and boarding facility located on a Commercial Lot(s), the maintenance, keeping, boarding and/or raising of animals (including without limitation thereto all dogs, cats, livestock, birds, poultry, snakes and reptiles) of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Improvement constructed on a Lot.

c. **Antennas**. No exterior radio, television, satellite or communications antenna, aerial or dish shall be erected or maintained within Rouzan without the prior, written approval of the Design Review Board; variances should only be granted where it is believed that the antenna, aerial or dish will not be visible from a Street or another Lot. No amateur or "ham" radio transmitters shall be operated within Rouzan without the prior, written approval of the Design Review Board.

d. **Attractiveness and Safety of Lots**. Through the Guiding Principles and the Rules and Regulations, the Design Review Board may regulate placement and maintenance of garbage and trash containers, and other matters affecting the attractiveness or safety of Lots.

e. **Burning or Storage of Trash**. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot; provided, however, that the storage of building materials, equipment and scrap materials and waste generated in connection with Work shall be permitted on a Lot during periods of Work on the Lot if stored neatly.

f. **Compliance with Law**. No use shall be made of, nor any actions taken on, any Lot which is any violation of any law, ordinance or regulation applicable to the geographical area within which the Lot is located.

g. **Construction Requirements**. No Improvements shall be constructed nor any landscaping or other Work performed on any Lot except in compliance with this Declaration, the Guiding Principles and the Landscape Regulations, except for matters as to which a written variance has been granted by the Design Review Board.

h. **Division of Lots**. No Lot shall be divided or subdivided and no portion of any Lot other than the entire Lot shall be transferred or conveyed for any purpose except by Declarant, or with the prior, express, written approval of the Design Review Board. This shall

not be construed to prohibit the granting of any servitude and/or Right of Way to any Governmental Authority, public utility, or to the Associations or Declarant.

i. **Exterior Lighting– Commercial Building**. All exterior lighting shall be subject to the approval of the Declarant.

j. **Firearms**. Discharge of firearms shall not be permitted within Rouzan; provided, the Association Board shall have no obligation to take action to prevent or stop such discharge.

k. **Incinerators**. No incinerator shall be kept or maintained on any Lot.

l. **Insurance**. Nothing shall be done or kept on any Lot or the Commons which will increase the rate of, or resulting cancellation of, insurance for Rouzan or any other Lot, or the contents thereof, without the prior written consent of the Association. This prohibition shall not prohibit the usual and customary activities associated with residential use of a single family Dwelling.

m. **Interferences with Servitudes and Drainage**. No Improvements other than driveways, sidewalks, walkways, mailboxes, Fences, walls, retaining walls, and gas and water meters, and no other obstruction shall be placed or permitted to remain upon any Lot which may damage or interfere with any Utility Servitude or servitude for passage or drain, or obstruct any drainage ditch or channel. Notwithstanding any inference herein to the contrary, driveways, sidewalks, walkways, mailboxes, Fences, walls, retaining walls, and gas and water meters may only be constructed and/or installed on a Lot in accordance with the requirements of the Guiding Principles and this Declaration.

n. **Landscaping**. Landscaping is required on any Lot on which Improvements have been constructed except that no grass, trees, shrubs, hedges or other plants shall be planted or allowed to grow on any Lot except in compliance with the Landscape Regulations and in compliance with the requirements of this Declaration. Each Owner shall keep neat and maintain in good condition and repair both his or her Lot as well as that portion of any Street Right of Way servitude (i.e., that portion of the Right of Way between the edge of the Street curb and the Owner's boundary line(s) that is immediately adjacent to (whether in front of or alongside) the Owner's Lot). The opinion of the Design Review Board as to the acceptability of such conditions shall be final; the Design Review Board may delegate, in its sole discretion, its authority under this provision. The maintenance obligations imposed pursuant to subsection (o) below shall also be applicable to the landscaping on a Lot. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, or any Improvement(s) thereon, unless approved by the Design Review Board. If required by Declarant or the Design Review Board, a continuous, contiguous area along the rear boundary of Alley-Loaded Lots shall be kept landscaped with grass and other plants pursuant to a landscape plan approved by the Design Review Board. The minimum area in question shall begin at the edge of the paving constructed within the Alley. Each Commercial Lot shall be landscaped in accordance with the requirements of this Declaration, the Guiding Principles and the Landscape Regulations.

o. **Maintenance**. No Lot (whether or not any Buildings have been constructed on the Lot), and no Buildings or other Improvements or landscaping which are located upon a Lot,

shall be permitted to fall into disrepair and each such Lot, and all such Buildings and other Improvements, and all lawns and other landscaped areas, shall be kept neat and maintained in good condition and repair consistent with any requirements set forth in either the Guiding Principles, the Landscape Regulations or in the Rules and Regulations. The Commercial Association shall have the authority to set standards for the upkeep and maintenance of all Buildings, Improvements and landscaping on any Commercial Lot as applicable and, after notice to the Owner that such standards have not been met on a particular Lot, may levy fines for any violation thereof. If an Owner fails to correct any violation for which it has received notice within the time period stated therein, the Association may perform such maintenance as it deems necessary and assess the Owner for the costs thereof, the failure to pay such costs by the Owner giving rise to a right of the Association to file a lien on the Lot.

p. **Mineral and Mining Activity**. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for, producing or removing oil or other hydrocarbons, minerals, gravel or earth except in the case of soil borings in connection with soil analysis for foundation design; provided, however, that offsite exploration for or production of oil, gas or other minerals lying beneath the surface of a Lot through directional or horizontal drilling methods or otherwise shall be allowed if such directional or horizontal drilling does not penetrate or otherwise disturb any portion of the earth within 500 feet of the surface of any Lot. Nothing herein shall prohibit grading, soil remediation, or mitigation activities required to make a Lot suitable for development otherwise in accordance with this Declaration.

q. **Movable Structures and Outbuildings**. No structure of any type, Building or otherwise, shall be moved on to any Lot in Rouzan except as may be expressly approved by the Design Review Board. No structure of a temporary character and no trailer, tent, shack, barn, pen, stable, coop, cage, storage building or shed shall be erected, used or maintained on any Lot at any time without the express, prior, written approval of the Design Review Board, provided, however, the foregoing restriction shall not prohibit the use and maintenance of those temporary structures necessary during the performance of any Work thereon. No such structures, trailers or the like shall be utilized for residence purposes during Work on a Lot and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of the Work. During art festivals, craft fairs, block parties and other special events, the Association Board or Rouzan Council may approve the use of tents, trailers and other temporary buildings on the Commons or elsewhere within Rouzan.

r. **Noise**. Except as expressly permitted by the Declarant or the Design Review Board on Commercial Lots, no exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying devices other than security devices used exclusively for security purposes shall be located, used or placed on any Lot in such manner that the sound emitted there from may be heard on any other Lot. No noise shall be permitted to exist or operate upon any Lot that may be a nuisance to any other Owner or Tenant.

s. **Noxious, Hazardous or Offensive Activity**. No noxious odors shall issue or emanate from any Lot. No noxious, hazardous or offensive trade or activity shall be carried on or upon any Lot or within any Building or Improvement situated within Rouzan, nor shall anything be done therein or thereon which may be or become unsafe or hazardous or an annoyance or nuisance to other Owners or Tenants of Rouzan.

t. **Nuisance**. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any Lot or Commons. All laws, building codes, orders rules, regulations or requirements of any Governmental Authority shall be complied with.

u. **Pipes, Cables and Lines**. Except for hoses and the like which are reasonably necessary in connection with normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed, placed or maintained above the surface of any Lot except where approved by the Design Review Board as reasonably necessary for connection to a Building or for access for repair or maintenance. The Rules and Regulations may prescribe rules relative to hoses that are authorized for normal landscape maintenance.

v. **Sewerage Disposal Systems**. No individual sewage disposal systems will be permitted. All Buildings constructed in Rouzan shall be connected to approved sanitary sewage facilities.

w. **Soliciting**. No soliciting will be allowed at any time within Rouzan.

x. **Trash and Garbage Containers**. Trash and garbage storage and disposal shall be subject to this Declaration, any Rules and Regulations of the Commercial Association, and any trash management plan provided by Declarant to each Owner of a Commercial Lot. On all Commercial Lots, trash and garbage containers shall be kept in that area along the rear of the Lots which are designated for such purpose on the plat of survey recorded with the Clerk of Court pursuant to which subdivision of that phase of development was approved. All garbage (including recyclables) may only be picked up or collected by garbage collection vehicles from an area designated for such use for each Building. The area around any such garbage pick-up point on a Commercial Lot must be enclosed with screening, as required by the Guiding Principles and/or the Design Review Board, so that garbage containers are not visible from any Common Road or Alley. The Owners or occupants of Commercial Lots shall not place trash or garbage containers in public view. Garbage, trash and other refuse shall be placed in covered containers approved by the Design Review Board, except as otherwise expressly required by law. Recyclable products or materials may be placed for collection in containers expressly designed or legally required for such collection. Owners shall further use and store trash and garbage containers in compliance with any applicable Rules and Regulations of the Association.

y. **Use of the Lake and Lake Front Lots**.

(1) **Boat Usage**. No motorized boats shall be used on the Lakes within Rouzan. The Association Board is entitled to limit the type of boats used on the Lakes for the safety of other residents and guests in Rouzan. No boats or other floating devices, whether or not otherwise permitted to be used on the Lakes, shall be allowed to rest for any extended length of time in the water (i.e., boats shall not be allowed to "park" on Lakes).

(2) **Bulkheads**. Owners of Lots adjoining Lakes shall not construct any bulkhead structure, pier, dock, deck or other structure abutting, over or encroaching into the Lakes.

(3) **Lake Usage**. There shall be no swimming in the Lakes, however, fishing (for recreational and not commercial purposes) is encouraged and permitted. The Residential Association may establish Rules and Regulations restricting entry to the Lakes to certain locations, limiting the number of fish that may be taken from the Lakes, and limiting usage to Owners and their immediate families and Tenants, and such other regulations as may be established by the Residential Association. Owners of Lots abutting a Lake are responsible for keeping the edge of the Lake abutting their individual Lots clean from debris and weeds.

Section 6.11 Enforcement of All Restrictions Related to Lots.

a. **Violations of Restrictions**. When an Owner is deemed to be in violation of the provisions of these restrictions, the Association and/or Declarant, or any agents thereof shall give notice of the violation to the Owner as provided for herein. The defaulting Owner shall then have fifteen (15) Days from the receipt of notice to correct such violation. In the event the defaulting Owner does not cure such violation within the fifteen (15) day period, the Association and/or Declarant, or any agents thereof shall have the option of imposing and the right to collect a fine, the amount of which may be determined by the Association by act of resolution. If the violation continues and is not cured, after thirty (30) Days, the Association and/or Declarant, or any agents thereof shall have the option of imposing and the right to collect an additional fine of two (2) times the amount of the first fine. If the violation continues and is not cured, after forty-five (45) Days, the Association and/or Declarant, or any agents thereof shall have the option of and the right to pursue any legal remedies available to them, including the option of imposing and the right to collect an additional fine of four (4) times the amount of the first fine. Fines may be prorated to the date of correction. A monthly invoice may be submitted to the defaulting Owner using the methods for notice detailed herein. Failure to cure the violation and pay any ensuing Assessment will result in the Association and/or Declarant, or any agents thereof pursuing all remedies available to them. The Association may also restrict the Owner's use of the Commons for up to sixty (60) Days or until remedied, whichever is longer. The primary goal, however, of the Association is not to punish but to conciliate and resolve problems. The Association may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against an Owner's Lot as an Individual Lot Assessment.

b. **Additional Remedies**. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants and Rules and Regulations, as described in Section 9.11 of the Master Declaration.

Section 6.12 Commercial Units on Live/Work Lots. Owners of units designated for commercial use in Buildings on Live/Work Lots shall comply, and shall demand that any Tenant or Occupant of such unit, comply with all restrictions contained in this ARTICLE 6. Owners of commercial units on Live/Work Lots shall be Members of the Commercial Association. Nothing herein shall prohibit the Owners of commercial units of Live/Work Lots from organizing other associations to impose additional restrictions on their Lots or units; provided however, that in the case of a conflict between such restrictions and those contained herein or in the Rules and Regulations of the Commercial Association, this Declaration and the Rules and Regulations of the Commercial Association shall govern.

Section 6.13 **Association's Right to Cure**. If Owner or Tenant fails to keep or perform any covenant or term included in ARTICLE 6, and if Owner or Tenant fails within a reasonable time (not to exceed three (3) Days following receipt of written or oral notice from the Association) to cure such failure with all due diligence, the Association may cure or prosecute the curing of such failure and Owner or Tenant shall pay all expenses in connection with such cure or prosecution of such cure of such failure, including, without limitation, reasonable attorneys' fees.

ARTICLE 7
LIVE/WORK LOT RESTRICTIONS

In addition to the restrictions applicable to in Article 6 above, the Owner of an Live/Work Lot shall adhere to the following restrictions. In the event of a conflict between the restrictions in ARTICLE 6 and these restrictions related to a Live/Work Lot, these ARTICLE 7 restrictions shall control.

Section 7.1 **Additional Restrictions Specific to Live/Work Lots**. In addition to the General Building Restrictions contained in ARTICLE 6, Live/Work must also comply with the terms and conditions contained in this ARTICLE 7. References to "Lots" in this ARTICLE 7 shall mean exclusively Live/Work Lots or any portion thereof. References to the Association, the Association Board or the Association Members shall each refer to the Commercial Association and its Association Board and Members.

Section 7.2 **Allowed Architectural Typologies**. The Buildings constructed on each Lot shall be designed in accordance with one (1) of the Allowed Architectural Typologies for that particular Lot. The Allowed Architectural Typology is also indicated on the Urban Regulations in the Guiding Principles provided for each Lot Type under the heading "Allowed Architectural Typology", attached hereto as **Exhibit D**.

Section 7.3 **Design Guidelines for Architectural Typologies**. The Guiding Principles contains some of the design requirements and/or restrictions for each of the various Allowed Architectural Typologies for the various typologies and Neighborhoods. The Guiding Principles shall be complied with in the design and construction of Buildings using the Allowed Architectural Typology. It is the function of the Design Review Board, through the review process described in ARTICLE 5, to verify that the plans for the design of Buildings proposed for construction on a Lot are consistent with the characteristics and details of the Allowed Architectural Typology chosen by the Owner.

Section 7.4 **Trash and Garbage Containers**. Trash and garbage storage and disposal shall be subject to this Declaration, any Rules and Regulations of the Commercial Association, and any trash management plan provided by Declarant to each Live/Work Unit Owner. At all Live/Work Units, trash and garbage containers shall be kept in that area along the rear of the Lots which are designated for such purpose on the plat of survey recorded with the Clerk of Court pursuant to which subdivision of that phase of development was approved. All garbage (including recyclables) may only be picked up or collected by garbage collection vehicles from an area designated for such use for each Building. The area around any such garbage pick-up point at a Live/Work Unit must be enclosed with screening, as required by the Guiding

Principles and/or the Design Review Board, so that garbage containers are not visible from any Common Road or Alley. The Owners or occupants of Live/Work Unit shall not place trash or garbage containers in public view. Garbage, trash and other refuse shall be placed in covered containers approved by the Design Review Board, except as otherwise expressly required by law. Recyclable products or materials may be placed for collection in containers expressly designed or legally required for such collection. Owners shall further use and store trash and garbage containers in compliance with any applicable Rules and Regulations.

Section 7.5 **Landscaping**. Each Live/Work Lot shall be landscaped in accordance with the requirements of this Declaration, the Guiding Principles and the Landscape Regulations.

Section 7.6 **Mixed Use**. Live/Work Units may contain spaces utilized for both commercial and residential uses.

a. **Commercial Use**. Commercial uses shall include only normal retail, office and related and/or appurtenant service uses customarily conducted in first-class retail shopping centers, office complexes and power centers, including retail sales, retail warehouse, retail and/or wholesale distribution, theaters, museums, tourist purposes, lodging, offices, entertainment, restaurants or other permitted commercial purposes approved by the Declarant compatible with the foregoing and in accordance with all applicable zoning laws, rules and regulations.

b. **Residential Use**.

(1) All Apartments within a Live/Work Building shall be used, improved and devoted exclusively to residential use. No trade or business may be conducted from any Apartment, except that the Tenant or other resident of a Live/Work Unit may conduct a business activity within the Apartment so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Apartment; (b) the business activity is a legal activity and conforms to all applicable zoning ordinances or requirements for Rouzan; (c) the business activity does not involve persons coming to the Apartment to purchase goods or services or the door-to-door solicitation of lessees or other residents in Rouzan; (d) the use of the Apartment for trade or business in no way destroys or is incompatible with the residential character of the Apartment or the Building; (e) the trade or business is conducted only inside the Apartment, and does not involve the viewing, purchasing or taking delivery of goods or merchandise at, to, from or in any Apartment; (f) the trade or business is conducted by a resident or residents of the Apartment with no employee working in or from such Apartment who is not a resident thereof; (g) the volume of vehicular or pedestrian traffic or parking generated by such trade or business does not result in congestion or be in excess of what is customary in a residential neighborhood; (h) the trade or business does not utilize flammable liquids or hazardous materials in quantities not customary to a residential use; and (i) the use of the Apartment for a trade or business does not violate any other provision of the Declarations.

(2) The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives

a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity. The leasing of a Live/Work Unit by the Tenant of the Apartment Building shall not be considered a trade or business within the meaning of this Section.

Section 7.7 Animals.

a. No animal, bird, fowl, poultry, reptile or livestock may be kept in any Apartment, except that a reasonable number of dogs, cats or small birds or animals which are commonly accepted household pets may be kept in a Live/Work Unit if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. The Association shall have the authority to determine (a) whether a particular animal or bird is permitted to be kept in a Live/Work Unit pursuant to this Section, and (b) what is a reasonable number of dogs, cats or small birds or animals which are commonly accepted household pets for any Apartment, and the Declarant's determination shall be final. All dogs, cats, birds or animals permitted under this Section shall be confined to a Live/Work Unit, except that a dog may be permitted to leave a Live/Work Unit if such dog is at all times kept on a leash not to exceed six feet (6') in length and is not permitted to enter upon any other Lot. Any person bringing a dog onto the Commons shall immediately remove any feces deposited on the Commons by the dog. The Declarant may restrict the portions of the Commons on which dogs are permitted.

b. All permitted animals shall be properly cared for at all times (this includes food, water and any necessary medical or other care). The permitted animals may not be left in the Apartment for an extended period of time without food and/or water.

c. No dog, cat, bird or animal permitted to be kept in a Live/Work Unit pursuant to this Section shall be allowed to make an unreasonable amount of noise or to become a nuisance. Any decision rendered by the Declarant that a dog, cat, bird or animal is making an unreasonable amount of noise or becoming a nuisance shall be final and enforceable in the same manner as other restrictions set forth in this Declaration.

d. The Association may adopt Rules and Regulations further restricting and governing animals within Rouzan, which rules may include, without limitation rules providing for the removal from Rouzan of a domestic pet which has bitten or attacked a person or other animal, has a propensity to attack persons or other animals or otherwise constitutes a threat to the safety of persons or other animals in Rouzan or which because of incessant barking or other behavior constitutes an unreasonable annoyance or nuisance to other Owners or Tenants.

e. Any permitted animal in violation of the Rules and Regulations shall, upon written notice by the Association, be removed immediately and permanently from the Apartment. The Association shall have the right to allow an animal control officer or humane society representative, without the consent of the Occupant, to enter a Live/Work Unit and remove an animal if, in the sole discretion of the Association, the Occupant has:

(1) abandoned any animal;

(2) left the animal in the Apartment for an extended period of time without food and/or water;

(3) failed to care for a sick animal; and/or

(4) violated any other Rules and Regulations.

Section 7.8 **Machinery and Equipment**. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Apartment Building, except such machinery or equipment as is usual and customary in connection with residential use of property or machinery or equipment necessary for the construction of the Apartment Building, structure, or other Improvement on the Lot.

Section 7.9 **Vehicles and Parking**.

a. As used in this Section: (i) "Motor Vehicle" means a car, van, sport utility vehicle, bus, truck, recreational vehicle, motor home, motorcycle, all-terrain vehicle, utility vehicle, pickup truck or other motor vehicle.

b. No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer or other similar equipment or vehicle may be parked, kept or stored by a resident of a Live/Work Unit in Rouzan. Motor Vehicles owned or leased by a resident of a Live/Work Unit may be parked only in the garage or parking lot designated for resident parking for the Apartment Building.

c. The Association shall have the right and power to adopt Rules and Regulations governing and further restricting the parking of Motor Vehicles owned or leased by residents of a Live/Work Unit Building and implementing the provisions of this Section. In the event of any conflict or inconsistency between the provisions of this Section and the Rules and Regulations, the provisions of this Section shall control.

Section 7.10 **Rental of Apartments**. All leases must be in writing and must provide that the terms of the lease are subject in all respect to the provisions of this Declaration and the Governing Documents and that any violation of this Declaration or the Rules and Regulations by Tenant shall be a default under the lease. The Owner of the Live/Work Building shall be liable for any violation of this Declaration, the Guiding Principles or the Rules and Regulations by their Tenants or other persons residing in the Live/Work Building and their guests or invitees. In the event of any such violation, the Owner or Tenant, upon demand of the Association, shall immediately take all necessary actions to correct any such violations; provided, however, that the Owner or Tenant shall not be liable for any damage to the Commons or Rouzan caused by the Tenants or other persons residing in the Apartment or by their guests or invitees.

Section 7.11 **Association's Right to Cure**. If Owner or Tenant fails to keep or perform any covenant or term included in this ARTICLE 7, and if Owner or Tenant fails within a reasonable time (not to exceed three (3) Days following receipt of written or oral notice from the Association) to cure such failure with all due diligence, the Association may cure or prosecute the curing of such failure and Owner or Tenant shall pay all expenses in connection with such cure or prosecution of such cure of such failure, including, without limitation, reasonable legal fees.

ARTICLE 8
LIBRARY

In addition to the restrictions applicable to the General Building Restrictions in ARTICLE 6 above, the Owner of the Library Lot shall adhere to the following restrictions. In the event of a conflict between the General Building Restrictions in ARTICLE 6 and these restrictions related to the Library Lot, these ARTICLE 8 restrictions shall control.

Section 8.1 **Additional Restrictions Specific to Library Lot**.

a. In addition to the General Building Restrictions contained in ARTICLE 6, the Library Lot must also comply with the terms and conditions contained in this ARTICLE 8. However, in the event of a conflict between the General Building Restrictions in ARTICLE 6 and these restrictions related to the Library Lot, these ARTICLE 8 restrictions shall control.

b. References to "Lot" in this ARTICLE 8 shall mean exclusively the Library Lot or any portion thereof.

c. References to the Association, the Association Board or the Association Members shall each refer to the Commercial Association and its Association Board and Members.

d. The Library Lot shall be used for a Library and for no other purpose.

Section 8.2 **Approval of Site Plan and Library Improvements Plans**. In lieu of any design approval process set forth in this Commercial Declaration, the initial design of the library that is to be constructed on the Library Lot must be mutually satisfactory to Commercial Declarant and the Library Board of Control for East Baton Rouge, Louisiana.

Section 8.3 **Library Assessment**.

a. Rather than pay an annual Assessment established by the Association, the City-Parish shall contribute annually to the Commercial Association an amount equal to $20,000.00 ("**Library Assessment**"). The Library Assessment shall commence accruing on the first day that the library opens for business to the public ("**Opening Day**") from the Library Lot and shall be made to the Commercial Association in twelve equal monthly installments, each installment due not later than the first of the month. If the Opening Day falls on a day other than the first day of the month, the Library Assessment shall be prorated for the month in which the Opening Day occurs. The amount of the Library Assessment shall increase every three (3) years from year of the Opening Day by the percentage increase, if any, in the U.S. Bureau of Labor Statistics Consumer Price Index (All Items) for Urban Consumers- US City Average ("**Index**") from the first year of the proceeding three (3) year period; provided, however, in no event shall the Library Assessment ever be adjusted below $20,000.00. If the Department of Labor shall cease publishing the Index, a comparable index published by the U.S. Department of Commerce shall be selected by the Declarant, with proper adjustment. If the Department of Commerce is discontinued, then the Declarant and the City-Parish shall, in good faith, mutually agree in writing on a suitable substitute index or, if the Declarant and the City-Parish are unable to agree, the index shall be set by the determination of a judge of the local court having general jurisdiction over the Library Lot.

b. The City-Parish, as long as it and/or its successor(s) in title maintain a public library branch on the Library Lot, shall be exempt from any and all assessments, taxes, charges, fees or other impositions levied against the Library Lot, with the exception of the following: (i) the Library Assessment; and (ii) any such imposition as might be imposed against similarly situated public properties throughout the State of Louisiana.

Section 8.4 **Association Membership**. The Library Lot and its Owner shall be subject to this Commercial Declaration and shall be entitled to vote on Commercial Association matters in accordance with the terms of the Master Declaration.

Section 8.5 **Association's Right to Cure**. If any monthly installment payment of the Library Assessment is not paid by the tenth of month in which it is due, then, after reasonable notice and opportunity to cure, the Association shall have all applicable rights under Louisiana law to collect the monthly Library Assessment from the City-Parish along with the remainder of that year's Library Assessment and require, at the Association's sole discretion, that future payments of the Library Assessment be paid in one annual payment not later than the thirty-first (31st) of January of each year.

Section 8.6 **Amendment**. This ARTICLE 8 may not be amended without the written consent of the City-Parish and Declarant.

ARTICLE 9
CONSTRUCTION COVENANTS & RESTRICTIONS

To ensure the construction of any Improvement within Rouzan occurs in a safe, timely manner and supports the vision of the Guiding Principles without damaging the natural landscape or disrupting residents, these regulations will be enforced during the period of construction on any Lot.

Section 9.1 **Regulatory Compliance**. The Owner and its Contractor(s) shall comply with all applicable laws, rules, regulations or other requirements of any applicable Governmental Authority during any period of construction of an Improvement on a Lot. The Owner and its Contractor(s) accept all responsibility for compliance with all applicable laws, rules, regulations and other requirements of any applicable Governmental Authority, including compliance by any sub-contractors.

Section 9.2 **Construction Site Rules and Regulations**. The following Rules and Regulations govern the operation and maintenance of a commercial construction site within Rouzan during the period of construction of an Improvement on a Lot (the "**Construction Site Rules and Regulations**"). Contractors and Owners shall be required to abide by all Construction Site Rules and Regulations during construction of Improvements on any Commercial Lot within Rouzan. Any breach of these Construction Site Rules and Regulations shall result in the imposition of a fine and/or fee on the Owner and Contractor.

a. **Jobsite Best Practices**. Any Contractor working in Rouzan must be fully licensed, bonded and insured as required by the East Baton Rouge Parish Building Department.

Contractors must also be approved by the Design Review Board prior to beginning of Work in accordance with Section 5.4.

b. **Verbal Approvals**. Approvals must be in writing. Verbal approvals of any kind will not be considered binding if an issue arises during the construction process.

c. **Debris Removal**. Construction debris and waste is not permitted to accumulate on any Lot or Commons for a period exceeding five (5) Days. Any spillage must be remedied immediately. Cost of the cleanup of any construction-related spillage will be charged to Owner as an Individual Lot Assessment.

d. **Construction Materials/Stockpiling.** Construction materials are not permitted to accumulate on any Lot for a period exceeding thirty (30) Days from initial delivery. No stockpiling, access, parking or dumping on adjacent Lots or Commons shall be permitted.

e. **Silt Fencing/Erosion Control**. Silt fencing and mats must be utilized during all phases of construction to protect the curbs, streets, storm drains and other sensitive, Declarant-owned infrastructure from the accumulation of loose silt. The fencing must be erect and maintained in good condition until the construction is complete and the Improvements are approved for occupancy. Fencing materials should be of the fiberglass-reinforced type with heavy-gauge steel posts. It should be installed by burying the bottom of the fabric at least 6 inches to prevent silting under it. Silt fencing must be placed around the down slope perimeter of areas to be graded, while providing adequate space for construction activity. Soil may not be placed against the fence and accumulated silt must be cleared out regularly. Modification and/or repair of the fencing must be performed as soon as need is evident. Contractors are responsible for pre- and post-storm inspections.

f. **Drainage**. Lot Owners are responsible for providing proper storm water drainage in the approved directions indicated by the drainage plan for Rouzan on file with the East Baton Rouge Department of Public Works. During construction, Contractors must ensure that storm water does not pool on the Lot or run off onto an adjacent Lot or Commons. Storm water that accumulates during construction must be directed according to the aforementioned drainage plan. Additionally, mud from construction vehicles or Lot wash out must be removed from the Street frontage on a daily basis.

g. **Trash Receptacles**. Trash receptacles must be provided by the Owner or Contractor and all paper goods, lightweight materials and general construction waste must be deposited into the receptacle on a daily basis. The Owner or Contractor must also ensure that the contents of the trash receptacle are secured. The Association reserves the right to immediately remedy any egregious trash accumulation at the Contractor's expense.

h. **Burning**. No burning is permitted on the jobsite at any time.

i. **Sanitary Facilities**. Each jobsite must provide a temporary restroom facility. The temporary restroom must sit on the Lot property to the rear of the sidewalk with the door facing away from the Street. It also must be cleaned and maintained on a regular basis to avoid unsanitary conditions.

j. **Jobsite Conduct**. The conduct of Contractors, sub-contractors and their respective employees at the construction site shall be governed by the Construction Standards & Code of Conduct for Rouzan attached hereto as **Exhibit H**.

k. **Access**. All construction vehicles and equipment must use the designed construction entrance from Perkins Road.

l. **Hours of Operation**. The regular construction hours in Rouzan are defined in the "Construction Standards & Code of Conduct for Rouzan" attached hereto as **Exhibit H**.

m. **Utilities**. Only utilities provided on the immediate jobsite shall be used. No utility connections from adjacent Lots or Commons are permitted at any time.

n. **Sidewalk Protection**. Dirt layering should be used where heavy trucks will gain access to the Lot to prevent cracking of the sidewalks. All cracked or broken sidewalks must be repaired and approved by the Association, at Contractor's expense, prior to occupancy. Repairs will be made using a straight saw cut with typical expansion joints. Fencing around sidewalks may be required by the Design Review Board, in its sole discretion.

o. **Concrete Washout**. Washout by concrete trucks shall only be done on the Lot under construction and removed during the first construction cleanup period following completion of the rough framing and again immediately following the flatwork installation.

p. **Hazardous Waste**. Contractors shall provide a contact person and telephone number for a company experienced in emergency response for vacuuming and containing spills for oil or other petroleum products. In the event of a spill, the Contractor shall immediately attempt to stop the flow of contaminants. The responsible Contractor shall commit all necessary manpower, equipment and materials to the containment and rapid remediation of spills. A reportable spill is defined as a spill of one or more gallons and a significant spill is defined as more than ten (10) gallons. After any reportable spill is contained, the Contractor shall notify the appropriate local, state and federal agencies. The Contractor is to maintain a list of product names and a Materials Safety Data Sheet ("**MSDS**") for all hazardous materials used or located on site. In the event of a leak, spill or release, the Contractor is to provide the MSDS to emergency personnel for health and safety concerns. Disposal of paint residue is not permitted on site and especially on or near protected trees.

Section 9.3 **Construction Compliance Deposit**. For all Major Improvements, prior to commencing any construction activity on a Lot, a compliance deposit in the amount of One Dollar ($1.00) per square foot of area constructed must be submitted to the Design Review Board as security for the project's full and faithful performance in accordance with its approved final plans and all applicable laws, rules, regulations and other requirements of any applicable Governmental Authority, as well as the Construction Site Rules and Regulations ("**Construction Compliance Deposit**"). The Construction Compliance Deposit shall be placed in an escrow account for the benefit of the Association. Upon completion of construction, the Construction Compliance Deposit will be returned to the Contractor less (i) applicable inspection fees as set forth in the Guiding Principles, and (ii) any fees and fines levied due to violations of the Construction Site Rules and Regulations ("**Construction Site Infraction**"). It is recommended

that the Owner and the Contractor share the burden of the Construction Compliance Deposit to ensure both parties are accountable.

Section 9.4 **Construction Site Infractions**. In the event of a Construction Site Infraction, written notification of a Construction Site Infraction, with relevant photo documentation and a statement of the associated fees and fines, will be submitted by the Design Review Board to the Contractor and the Owner ("**Infraction Notice**"). Contractors and Owners committing Construction Site Infractions shall be subject to the fees and fines. The amount of such fees and fines shall be set by the Association, depending on the level and scope of non-compliance. Contractors and Owners will not be required to remit any payment for such Construction Site Infractions at the time of the documented infraction. Rather, the associated fee will be deducted from the Construction Compliance Deposit before the balance of the Construction Compliance Deposit is returned to the Contractor/Owner upon completion of construction. Contractors and Owners wishing to challenge an Infraction Notice must submit written notice of its election to challenge such allegation within five (5) business days of the date of the Infraction Notice, identifying the Infraction Notice being challenged and setting forth in detail the basis of its challenge. Failure of a Contractor/Owner to timely challenge an Infraction Notice in accordance with this Section 9.4 shall constitute an admission on the part of the Contractor/Owner to such Construction Site Infraction and agreement to pay the fines and fees set forth in such Infraction Notice. In addition to any fees and fines set forth in the Infraction Notice, Contractors/Owners electing to challenge an Infraction Notice will be required to pay the Declarant's, Association's and/or Design Review Board's legal fees incurred in defending the Contractor's/Owner's challenge unless Contractor's/Owner's challenge is successful.

Section 9.5 **Use of Alleys and Sidewalks During Construction**. Notwithstanding anything to the contrary herein, any and all construction-related activities and/or traffic on, to, from or for the benefit of any Alley-Loaded Lot shall only be from the front or Street side of the Lot, including but not limited to the delivery of materials and equipment. Any violation shall result in the Owner of the Lot as to which the violation occurred being held personally responsible for any and all damages caused by the said violation, including but not limited to the cost of repairing any damages caused thereby to the Alley or sidewalks. Nothing herein shall prevent Declarant or the Design Review Board from requiring the Owner of a Lot or Lots from constructing an Alley, sidewalk, or related Improvement in conjunction with such Owner's development of its Lot(s).

Section 9.6 **Right to Fine/Additional Fines**. The Declarant, the Design Review Board and the Association each reserve the right to issue fines to the Contractor and/or Owner for the violation of any of the procedures set forth in this Article. All fines imposed will be responsive to the nature and consequences of the degree of violation.

ARTICLE 10
GOVERNANCE OF ROUZAN

The Commercial Association is responsible for maintaining the commercial portion of Rouzan and enforcing the Commercial Declaration and the relevant parts of the Master Declaration. While Declarant will control the Association during the development stage, the Owners themselves will be responsible for the continuation of the community through their participation in the Association.

Section 10.1 **Governance by Associations**. Rouzan shall be governed by two Associations comprised of the Owners within Rouzan. The Owners of Commercial Lots shall be Members of the Commercial Association and the Owners of Residential Lots shall be Members of the Residential Association. Owners of Live/Work Lots shall be Members of the Commercial Association; however, if such Lot contains separately owned units, the Owners of each unit shall be a Member of the Association for Owners of the same use type as such Owner's unit.

Section 10.2 **Joint Rouzan Council**. Upon the approval of a majority of each the Residential Association Board and the Commercial Association Board, there may be created a Rouzan Council, consisting of six members, with each Association Board appointing three representatives. Rouzan Council shall meet quarterly or at such other times as the Rouzan Council shall decide, and shall act as an advisory committee for such issues as may involve the community as a whole. Rouzan Council may be delegated responsibilities by an Association upon approval of a majority of the Association Board, and acceptance by Rouzan Council.

Such responsibilities may include (by way of example only) the approval of the Institute's budget, the designation of Commons as Commercial Commons or Residential Commons, and creating a plan for capital Improvements.

Section 10.3 **Formation and Operation**. The Association Articles and Association Bylaws, which create the Commercial Association as a non-profit corporation and provide certain procedures for its corporate organization, are attached hereto as **Exhibits B and C**. The Commercial Association and the Association Board shall operate pursuant to ARTICLE 9 of the Master Declaration.

Section 10.4 **Suspension of Association Membership**. The Association Board may suspend the voting rights of any Member and the right of enjoyment of the Commons of any Person who:

a. fails to take the reasonable steps to remedy a violation or breach of the Governing Documents and the Rules and Regulations within thirty (30) Days after having received notice of same pursuant to the provisions of Section 16.6.

b. shall be delinquent in the payment of any Assessment levied by an Association pursuant to the provisions of ARTICLE 12 of the Master Declaration;

c. shall be in violation of this Declaration or the Rules and Regulations of an Association relating to the use, operation and maintenance of the Commons; or

d. participates in conduct which the Association Board, in its discretion, may deem to be prejudicial to the interests of the Association; provided, however, that there shall be a fair hearing and written notice mailed to the Member(s) setting forth the date of such hearing and the alleged offense.

Any suspension Subsection (a) or (b) of this Section 10.4 shall be for the balance of the period in which said Member or Person shall remain in violation, breach or default, as aforesaid. In the case of a violation described in Subsection (c) of this Section 10.4, the suspension shall comply with the terms of Section 3.3f of the Master Declaration. In the case of a violation under Subsection (d) of this Section 10.4 the length of the suspension shall be at the discretion of the Association Board. Any suspension of the right of enjoyment of the Commons shall not apply to the Members right to use the Common Roads.

ARTICLE 11
INSTITUTE

The Institute is responsible for the encouragement and promotion of the arts and cultural events within Rouzan. While Declarant will control the Institute during the development stage, the Owners themselves will be responsible for the continuation of the community through their participation in the Institute.

Section 11.1 **Duties**. The Institute is responsible for the encouragement and promotion of the arts and cultural events within Rouzan and may take such actions as are consistent with that purpose. This power and authority is to be liberally construed in favor of authorizing actions by the Institute.

Section 11.2 **Membership**. Every Owner shall be an Institute Member. Membership shall be appurtenant to and may not be separated from title to any Lot. Persons who are not Owners may apply for membership into the Institute by sending such application to the Institute Board or by following any guidelines for membership as may be promulgated by the Institute Board.

Section 11.3 **Formation and Operation**. The Institute Articles and Institute Bylaws, which create the Institute as a non-profit corporation and provide certain procedures for its corporate organization, are attached to the Master Declaration. The Institute and the Institute Board shall operate pursuant to ARTICLE 10 of the Master Declaration.

ARTICLE 12
FISCAL AFFAIRS

To fulfill its obligation to maintain the Commercial Commons and perform such other services as provided by the Commercial Association, the Commercial Association Board is responsible for the fiscal management of its Association as governed by ARTICLE 11 of the Master Declaration.

ARTICLE 13
COVENANTS FOR ASSESSMENTS

The cost of fulfilling the Association's financial obligations is funded by means of Assessments. To assure the Association of a reliable source of funds and to protect those Members who contribute their equitable share, Assessments are mandatory and are secured both by a lien on the Lot and the Member's personal obligation. The Commercial Association shall assess its Assessments pursuant to ARTICLE 12 of the Master Declaration.

ARTICLE 14
INSURANCE

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. The Commercial Association Board shall obtain insurance pursuant to the terms of ARTICLE 13 of the Master Declaration.

ARTICLE 15
AMENDMENT AND TERMINATION

Amendment and termination of this Declaration is governed by ARTICLE 14 of the Master Declaration.

ARTICLE 16
GENERAL PROVISIONS

Section 16.1 **Sales Offices**. Notwithstanding any language in this Declaration to the contrary, as long as Declarant or any nominee of Declarant owns any immovable property in Rouzan, Declarant or its nominees shall have the right and privilege to maintain general and sales offices in and about Rouzan, including model homes and offices, and to have their employees present on the premises to show property within Rouzan, use the Commons and, without limitation, to do any and all other things necessary or appropriate by them to sell or lease Lots, homes, office space or other property, all without charge or contribution to the Associations except that Declarant will owe Assessments just as any other Owner; provided, however, that such activities shall be carried on in such a manner as will not unreasonably interfere with enjoyment of the Lot(s).

Section 16.2 **Conflicts with Governmental Authorities**. In some instances, requirements of a Governmental Authority may be more or less restrictive than the provisions of this Declaration. In the event a conflict exists between any such governmental requirement and any requirement of this Declaration, the most restrictive requirement shall prevail, except in circumstances where compliance with a more restrictive provision of this Declaration would result in a violation of mandatory applicable requirements of a Governmental Authority, in which event those governmental requirements shall apply. Compliance with mandatory requirements of a Governmental Authority will not result in a breach of this Declaration even though such compliance may result in non-compliance with provisions of this Declaration.

Section 16.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of Rouzan as a TND. The italicized portion at the beginning of an Article is intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern. The captions of the various Articles and provisions in this Declaration are for convenience only and in no way define, limit, or describe the scope of this Declaration, or the intent of any provision hereof. All references to particular Sections or Articles shall, except as otherwise expressly stated, be deemed to be references to those particular Sections or Articles of this Declaration.

Section 16.4 Mandatory Dispute Resolution Procedures and Rules.

a. **Application**. The following Dispute Resolution Procedure ("**Dispute Resolution Procedure**") shall apply to and be mandatory for any and all claims or disputes that deal solely with the applicability and enforceability of this Declaration as a whole, and, (a) do not involve a Party's application for immediate injunctive or similar relief; or (b) in the case of an Owner, do not involve a situation that constitutes an immediate, material threat to its relationship with any Mortgagee (each a "**Claim**").

b. **Notice**. Any Party ("**Claimant**") having a Claim against or dispute with any other Party(ies) (whether one or more, "**Respondent**") shall provide notice to each Respondent in writing, stating plainly and concisely:

(1) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(3) Claimant's proposed remedy (in the case of a refusal to provide consent, the City/Parish shall provide what change should be made to achieve consent); and

(4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

c. **Negotiation**. The Parties shall make every reasonable effort to meet "in person" and confer for the purpose of resolving the Claim by good faith negotiation for a period of not less than fifteen (15) Days.

d. **Termination of Negotiations**. If the Parties do not resolve the Claim through negotiation ("**Termination of Negotiations**"), the Claimant shall have sixty (60) Days following the Termination of Negotiation to submit the Claim to a facilitated minitrial in accordance with Subsection (e) below or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to Persons not a party to the foregoing proceedings.

e. **Facilitated Minitrial**.

(1) After the Termination of Negotiations, Claimant may elect to require the Parties to participate in a facilitated minitrial with notice to the other Party.

(2) A minitrial shall be presented before a neutral facilitator and one representative of each Party. At least three (3) Days before the minitrial, each side will prepare and distribute to the representatives and the facilitator a written summary of its position, which may not exceed ten (10) double-spaced pages. At the minitrial, each side will have not more than three (3) hours to make an oral presentation, and thereafter the representatives will attempt in good faith and with the aid of the facilitator to resolve the dispute. Efforts to reach a settlement will continue until at least fifteen (15) Days have passed since the minitrial and one Party provides notice of its desire to proceed to non-binding arbitration under Subsection (f) below.

(3) The minitrial will be conducted according to the AAA Mini-Trial Procedures then in effect. The Parties will attempt to agree on a mutually accepted facilitator. If the Parties cannot agree within ten (10) Days of the request to conduct a minitrial, the AAA will be asked to select the facilitator. The Parties will equally share any fees charged by the facilitator or AAA.

f. **Arbitration**. After the conclusion of the facilitated minitrial, either Party may elect to require the Parties to participate in nonbinding arbitration in accordance with the rules and procedures of the American Arbitration Association ("**AAA**") rules for non-binding arbitration. Except for issues related to force majeure, unless the Parties agree in writing to be bound by the arbitrator's decision ("**Award**") prior to the commencement of arbitration proceedings under the foregoing paragraph, any Party shall be free to reject the Award and sue in court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.

g. **Allocation of Costs of Resolving Claims Prior to Litigation**. Each Party shall bear all of its own costs incurred prior to and during the proceedings described above, including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the facilitator or arbitrator.

Section 16.5 **No Waiver**. The waiver by any party of a breach of any provision of the Governing Documents or the Rules and Regulations, shall not operate or be construed as a waiver of any subsequent breach of that provision by any party. Failure to enforce any provision of the Governing Documents or the Rules and Regulations, shall not be deemed a waiver of the right to do so at any time thereafter and shall not operate or be construed as a waiver of the right to enforce such provision at a later date, even if under identical circumstances and even if involving the same parties.

Section 16.6 **Notices**. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the Person who appears as Owner of the Lot as that address is stated on the records of the Association at the time of the mailing. The date of mailing

shall be deemed the date of giving of notice, except that the date of actual receipt shall be the date of the giving of any notice of change of address.

Section 16.7 **Rights of Mortgagees**.

a. **Special Rights of First Mortgagees**. Any Mortgagee owning a First Mortgage encumbering any Lot, upon filing a written request therefor with the applicable Association, shall be entitled to: (a) written notice from the Association of any default by the mortgagor or Owner of such Lot in the performance of such mortgagor's or Owner's obligations under this Declaration, any Supplemental Declaration, the Association Articles, Association Bylaws or the Rules and Regulations, which default is not cured within sixty (60) Days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours, including the right to examine current copies of this Declaration, any Supplemental Declaration, the Master Declaration, the Residential Declaration, the Association Articles, Association Bylaws or the Rules and Regulations, and the books, records and financial statements of the Association; (c) receive a copy of the financial statements within ninety (90) Days following the end of any fiscal year of the Association; (d) receive written notice of abandonment or termination of the Association or of any plan of abandonment or termination contemplated under this Declaration, any Supplemental Declaration, the Association Articles or the Association Bylaws; (e) receive thirty (30) Days' written notice prior to the effective date of termination of any agreement for professional management of the Association or the Commons following a decision of the Association to assume self-management of the Commons; (f) written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association: (g) written notice of any proposed action which would require the consent of Mortgagees; and (h) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Commons or such Lot if the cost of reconstruction exceeds Ten Thousand Dollars ($10,000) and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Commons or such Lot. The number of Mortgagees who have filed such written request may be certified by the secretary of the Association by written instrument and such certification shall be conclusively presumed to be correct.

b. **Priority of First Mortgage Over Assessments**. Each Mortgagee who obtains title to the Lot encumbered by a First Mortgage, pursuant to the remedies provided in such First Mortgage, by judicial foreclosure 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 Mortgagee acquires title to such Lot, other than allocation of any deficiency prorated among all Members of the Association.

Section 16.8 **Gender and Number**. The use of the masculine gender in this Declaration shall be deemed to include the feminine, or neuter, and the singular shall include the plural, wherever the context so requires.

Section 16.9 **Law to Govern**. This Declaration shall be construed in accordance with the laws of the State of Louisiana.

Section 16.10 Validity. If any one or more of the provisions (or any part thereof) of the Governing Documents or of the Rules and Regulations, shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby and the balance of the Governing Documents and the Rules and Regulations shall remain in full force and effect. If any provision, or subpart of a provision, of this Declaration is for any reason and at any time determined to be invalid, illegal or unenforceable (a) it is expressly stated that such determination shall be applicable only to the parties involved in the arbitration or court proceeding in which such determination has been rendered, and then only to the particular facts and circumstances presented to the arbitrator(s) or court; (b) where a provision is determined to be invalid, illegal or unenforceable because it is determined to be excessively broad, the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to reform the subject provision by declaring it limited and reduced to make it compatible with applicable law; and (c) the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to declare that provision or subpart reformed so as to eliminate only the portion of same which is determined to be invalid, illegal or otherwise unenforceable, so that the balance of said provision is allowed to remain in full force and effect.

Section 16.11 Owner's Acceptance. By accepting title to any of the Lots or other property included now, or in the future, within Rouzan, each Owner agrees that he accepts title to said Lot or other property subject to the terms, provisions and acknowledges of: (a) this Declaration, (b) the Master Declaration, (c) the Guiding Principles, (d) any Rules and Regulations that may be subsequently adopted, from time to time, by the Association or the Association Board, and all modifications thereto, and (e) any future amendments to the Governing Documents adopted pursuant to the terms and provisions of this Declaration.

[The remainder of this page intentionally left blank.]

[Signatures on following pages.]

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first above written, before the undersigned competent witnesses, Yen Hoang and Tracy Taylor.

WITNESSES:

Yen Hoang

Print Name: Yen Hoang

Tracy Taylor

Print Name: Tracy Taylor

DECLARANT:

ENGQUIST–ROUZAN COMMERCIAL DEVELOPMENT, LLC

By its Managing Member

ENGQUIST ROUZAN INVESTMENT, LLC

By its Sole Manager

ENGQUIST MANAGEMENT, LLC

By: _____

Charles A. Landry
Authorized Representative

SIGNATURE PAGE

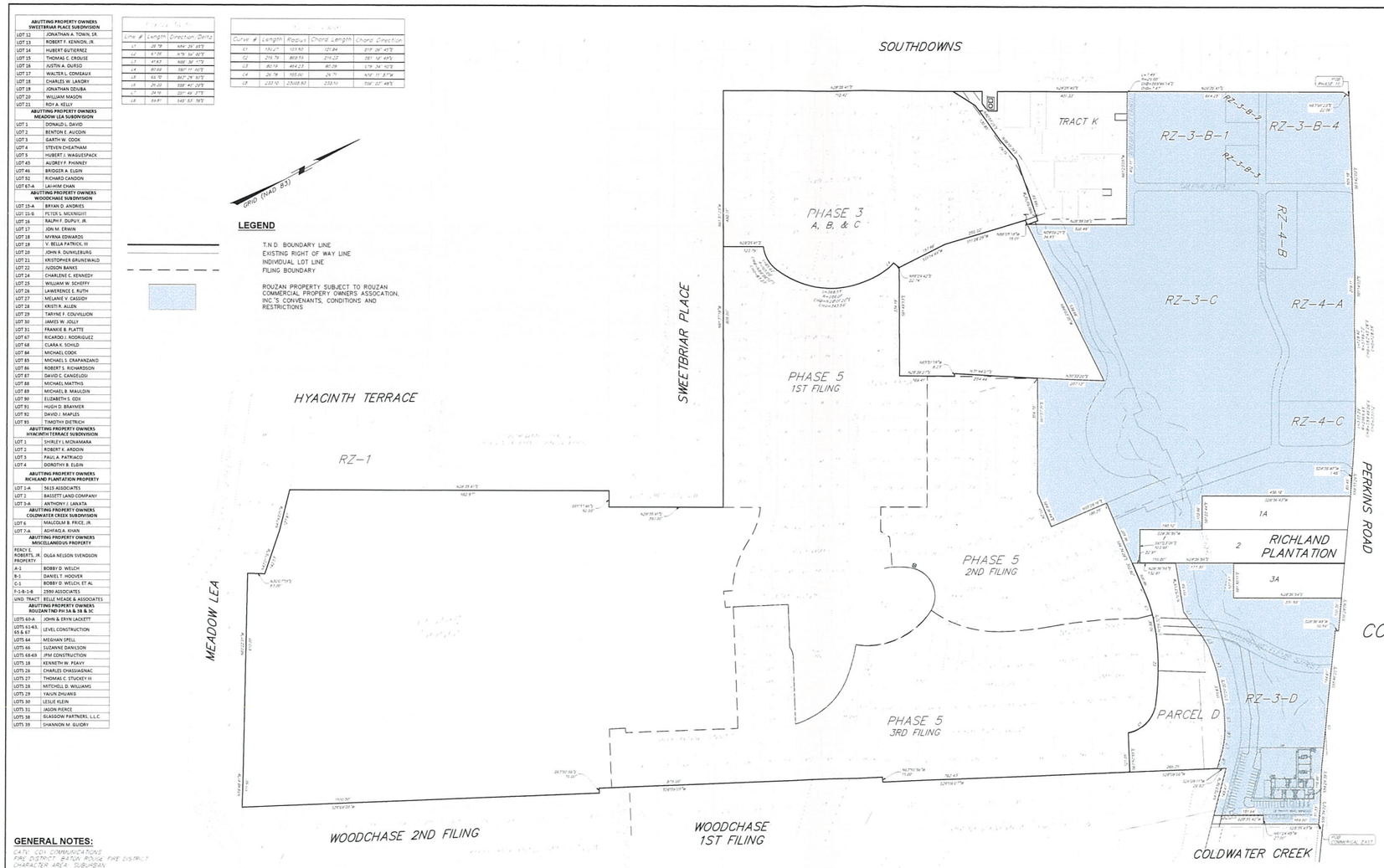
EXHIBIT "A"

FINAL PLAT

ABUTTING PROPERTY OWNERS SWEETBRIAR PLACE SUBDIVISION	
LOT 12	JONATHAN A. TOWN, SR.
LOT 13	ROBERT F. KENNON, JR.
LOT 14	HUBERT GUTIERREZ
LOT 15	THOMAS C. CROUSE
LOT 16	JUSTIN A. OURSO
LOT 17	WALTER L. COMISEAUX
LOT 18	CHARLES W. LANDRY
LOT 19	JONATHAN CEDUBA
LOT 20	WILLIAM MASON
LOT 21	ROY A. KELLY
ABUTTING PROPERTY OWNERS MEADOW LEA SUBDIVISION	
LOT 1	DONALD L. DAVID
LOT 2	BENTON E. AUCOIN
LOT 3	GARTH W. COOK
LOT 4	STEVEN CHEATHAM
LOT 5	HUBERT J. WARGUESPACK
LOT 45	AUDREY F. PHINNEY
LOT 46	BRIDGER A. ELGIN
LOT 92	RICHARD CANDON
LOT 67-A	LAI-HIM CHAN
ABUTTING PROPERTY OWNERS WOODCHASE SUBDIVISION	
LOT 15-A	BRYAN D. ANDRIES
LOT 15-B	PETER S. MCKNIGHT
LOT 16	RALPH F. DUPUY, JR.
LOT 17	JON M. ERWIN
LOT 18	MYRNA EDWARDS
LOT 19	V. BELLA PATRICK, III
LOT 20	JOHN R. DUNKLEBURG
LOT 21	KRISTOPHER GRUNENWALD
LOT 22	JUDSON BANKS
LOT 24	CHARLENE C. KENNEDY
LOT 25	WILLIAM W. SCHEPPY
LOT 26	LAWERENCE E. RUTH
LOT 27	MELANIE V. CASSIDY
LOT 28	KRISTI R. ALLEN
LOT 29	TARYNE F. COUVILLION
LOT 30	JAMES W. JOLLY
LOT 31	FRANKIE B. PLATTE
LOT 67	RICARDO I. RODRIGUEZ
LOT 68	CLARA K. SCHILD
LOT 84	MICHAEL COOK
LOT 85	MICHAEL S. CRAPANZANO
LOT 86	ROBERT S. RICHARDSON
LOT 87	DAVID C. CANGELOSI
LOT 88	MICHAEL MATTHIS
LOT 89	MICHAEL B. MAULDIN
LOT 90	ELIZABETH S. COX
LOT 91	HUGH O. BRAYMER
LOT 92	DAVID J. MAPLES
LOT 93	TIMOTHY DIETRICH
ABUTTING PROPERTY OWNERS HYACINTH TERRACE SUBDIVISION	
LOT 1	SHIRLEY L MCNAMARA
LOT 2	ROBERT K. ARDOIN
LOT 3	PAUL A. PATRIACO
LOT 4	DOROTHY B. ELGIN
ABUTTING PROPERTY OWNERS RICHLAND PLANTATION PROPERTY	
LOT 1-A	5615 ASSOCIATES
LOT 2	BASSETT LAND COMPANY
LOT 3-A	ANTHONY J. LANATA
ABUTTING PROPERTY OWNERS COLDWATER CREEK SUBDIVISION	
LOT 6	MALCOLM B. PRICE, JR.
LOT 7-A	ASHFAQ A. KHAN
ABUTTING PROPERTY OWNERS MISCELLANEOUS PROPERTY	
PERCY E. ROBERTS, JR PROPERTY	OLGA NELSON SVENDSON
A-1	BOBBY D. WELCH
B-1	DANIEL T. HOOVER
C-1	BOBBY D. WELCH, ET AL
F-1-B-1-B	2590 ASSOCIATES
UND. TRACT	BELLE MEADE & ASSOCIATES
ABUTTING PROPERTY OWNERS ROUZAN TND PH 3A & 3B & 3C	
LOTS 60-A	JOHN & ERYN LACKETT
LOTS 62-63 65 & 67	LEVEL CONSTRUCTION
LOTS 64	MEGHAN SPELL
LOTS 66	SUZANNE DAWLSON
LOTS 68-69	JPM CONSTRUCTION
LOTS 18	KENNETH W. PEAVY
LOTS 26	CHARLES CHASSAGNAC
LOTS 27	THOMAS C. STUCKEY III
LOTS 28	MITCHELL D. WILLIAMS
LOTS 29	YAUN ZHUANG
LOTS 30	LESLIE KLEIN
LOTS 31	JASON PIERCE
LOTS 38	GLASSOW PARTNERS, L.L.C.
LOTS 39	SHANNON M. GUIDRY

Line #	Length	Direction (Deg)
L1	.28' R	N84° 29' 05"E
L2	41.08'	N79° 16' 16"E
L3	47.63'	N88° 36' 17"E
L4	80.66'	S80° 11' 02"E
L5	66.10'	S67° 29' 15"E
L6	29.20'	S58° 47' 28"E
L7	24.16'	S31° 49' 27"E
L8	39.81'	S43° 53' 38"E

Curve #	Length	Radius	Chord Length	Chord Direction
C1	130.12'	103.50'	121.84'	S17° 38' 42"E
C2	216.79'	869.93'	216.12'	S81° 16' 49"E
C3	80.19'	494.23'	80.09'	S79° 34' 10"E
C4	26.79'	500.00'	26.79'	N70° 11' 31"W
C5	233.10'	23008.93'	233.10'	S58° 05' 49"E



LEGEND

T.N.D. BOUNDARY LINE
EXISTING RIGHT OF WAY LINE
INDIVIDUAL LOT LINE
FILING BOUNDARY

ROUZAN PROPERTY SUBJECT TO ROUZAN COMMERCIAL PROPERY OWNERS ASSOCATION, INC.'S CONVENANTS, CONDITIONS AND RESTRICTIONS

VICINITY MAP:
SCALE: 1"=2000'

COMPLIED MAP SHOWING THE COMMERCIAL COMPONENTS OF ROUZAN

A TRADITIONAL NEIGHBORHOOD DEVELOPMENT

LOCATED IN
SECTION 94, TOWNSHIP 7 SOUTH,
RANGE 1 EAST,
GREENSBURG LAND DISTRICT
EAST BATON ROUGE PARISH, LA

FOR

ENGQUIST–ROUZAN
COMMERCIAL DEVELOPMENT, LLC

GENERAL NOTES:

CATV: COX COMMUNICATIONS
FIRE DISTRICT: BATON ROUGE FIRE DISTRICT
CHARACTER AREA: SUBURBAN
STREETS: EXISTING
FLOOD ZONE: "X" & "AE"
ZONING: TND
COMPREHENSIVE LAND USE: NEIGHBORHOOD CENTER
BASE FLOOD ELEVATION: 26 FT. N.A.V.D. (1988)
SEWER: EXISTING CONNECTION TO D.S.G.
INUNDATION ELEVATION: 23.3 FT. N.A.V.D.
WATER: BATON ROUGE WATER CO.
SOUNDS STREAM: DAMSON CREEK
ELECTRICITY: ENTERGY
GAS: ENTERGY
TELEPHONE: AT&T

SCHOOL DISTRICTS:

ELEMENTARY SCHOOL: SOUTHDOWNS ELEMENTARY
MIDDLE SCHOOL: GLASSOW MIDDLE
HIGH SCHOOL: ROBERT E. LEE HIGH

REFERENCE MAPS:

1) "FINAL PLAT OF ROUZAN TND, A TRADITIONAL NEIGHBORHOOD DEVELOPMENT, PHASE 3A (MIMOSA DISTRICT) BEING A SUBDIVISION OF TRACT M-3A, RICHLAND PLANTATION, LOCATED IN SECTION 94, TOWNSHIP 7 SOUTH, RANGE 1 EAST, GREENSBURG LAND DISTRICT, EAST BATON ROUGE, LOUISIANA FOR 2590 ASSOCIATES, L.L.C.", BY BENCHMARK GROUP, L.L.C., DATED, JUNE 27, 2011

2) "REVISED FINAL PLAT OF ROUZAN TND, A TRADITIONAL NEIGHBORHOOD DEVELOPMENT, PHASE 3B & 3C, BEING A SUBDIVISION OF TRACT M-3B, RALPH M. FORD PROPERTY, RICHLAND PLANTATION, LOCATED IN SECTION 94, TOWNSHIP 7 SOUTH, RANGE 1 EAST, GREENSBURG LAND DISTRICT, EAST BATON ROUGE, LOUISIANA FOR 2590 ASSOCIATES, L.L.C.", BY BENCHMARK GROUP, L.L.C., DATED MAY 16, 2013

3) "MAP SHOWING SUBDIVISION OF TRACTS F-1-A-1-A-1-A-1-A-1-A AND BLOCK B1, B2, C1, C2 &G1 OF THE RALEH M. FORD PROPERTY, RICHLAND PLANTATION, LOCATED IN SECTION 94, TOWNSHIP 7 SOUTH, RANGE 1 EAST, GREENSBURG LAND DISTRICT, EAST BATON ROUGE, LOUISIANA FOR 2590 ASSOCIATES, L.L.C.", BY BENCHMARK GROUP, L.L.C. DATED SEPTEMBER 12, 2014

NOTE: THE DRAINAGE SERVITUDE RECORDED AT ORIG. EA (BKOL 1437) AND SHOWN ON REFERENCE MAP #3, DOES NOT APPEAR TO BE LOCATED ON TRACT R2-3.

FLOOD INFORMATION:

THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONES "X" AND "AE" ACCORDING TO THE H.U.D. F.I.R.M. OF EAST BATON ROUGE PARISH, LOUISIANA, COMMUNITY # 220064, MAP # 22033C0245E, DATED MAY 2, 2008. THE BASE FLOOD ELEVATION = 26 FT. N.G.V.D. (1988 DATUM)

SEWAGE DISPOSAL:

NO PERSON SHALL PROVIDE A METHOD OF SEWAGE DISPOSAL EXCEPT CONNECTION TO AN APPROVED SANITARY SEWER SYSTEM, UNTIL THE METHOD OF SEWAGE DISPOSAL HAS BEEN APPROVED BY THE HEALTH UNIT OF EAST BATON ROUGE PARISH.

BASIS FOR BEARING:

BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE (NAD 83)

DRAINAGE LAYOUT STATEMENT:

AS PART OF THE CONSTRUCTION, IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO COMPLY WITH STORM WATER MANAGEMENT AND DRAINAGE REQUIREMENTS SET FORTH IN SECTION 15.13 OF THE UNIFIED DEVELOPMENT CODE, LATEST REVISION.

NOTES:

1) NO ATTEMPT HAS BEEN MADE BY SJB GROUP, LLC TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL ISSUES, OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT OR HIS REPRESENTATIVE.

2) THE CITY OF BATON ROUGE/PARISH OF EAST BATON ROUGE DOES NOT ENFORCE PRIVATE DEED AND/OR SUBDIVISION RESTRICTIONS. HOWEVER, THE APPROVAL OF THIS PLAT DOES NOT RELIEVE THE OWNER AND/OR CONTRACTOR BUILDER FROM COMPLYING WITH ANY SUCH RESTRICTIONS THAT MAY BE ATTACHED TO THE PROPERTY ON THIS PLAT.

3) THE BASE FLOOD ELEVATION SHOWN HEREON IS SUBJECT TO CHANGE. THE CURRENT BASE FLOOD ELEVATION SHOULD BE VERIFIED WITH THE ENGINEERING DIVISION OF THE EAST BATON ROUGE CITY/PARISH DEPARTMENT OF PUBLIC WORKS.

STATE OF LOUISIANA
CARL A. JEANSONNE, JR.
License No. 4543
LICENSED PROFESSIONAL ENGINEER AND SURVEYOR

CARL A. JEANSONNE, JR. P.L.S. LA 4543 DATE

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 INCH = 150 ft.

NOTE:

THIS IS A COMPILED MAP OF VARIOUS RECORDED FINAL PLATS AND SURVEYS PERTAINING TO THE ROUZAN DEVELOPMENT. THIS MAP IS PREPARED FOR GENERAL INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO REPRESENT A PROPERTY BOUNDARY SURVEY OF THE SITE BY THIS FIRM.

SJB GROUP, LLC
QUALITY BY DESIGN
P.O. BOX 1751 • BATON ROUGE, LA 70821 • (225) 769-3400 • FAX (225) 769-3566

CAD ORIGINAL DO NOT MODIFY THIS DRAWING ALL REVISIONS MUST BE MADE TO THE CAD FILE ONLY	DRAWN BY: MRS	CHECKED BY: CAJ	SCALE: 1" = 150'	DATE: 08/15/19
	PARTY CHIEF: N/A	FIELD BOOK: 00-01	SHEET NO: 1 OF 1	PROJECT NO: 31477.7

S:\SUBMISSION TO DWG PROJECTS\31477.7 ROUZAN ENGQUIST MIXD TND\CIVIL\FOR EXHIBIT\CAD REFERENCE DWGS\FOR EXHIBIT BASEMAP.DWG 11:11:10 (TEMP) Aug 27-2019 MICHELNADER

ROUZAN
TRADITIONAL NEIGHBOOR DEVELOPMENT

PHASE 1-C COMMERCIAL SITE

SECTION 94 T7S - R1E
EAST BATON ROUGE PARISH, LOUISIANA

Commence at the intersection of the easternmost right-of-way for Glasgow Avenue and the southernmost right-of-way for Perkins Road, the actual Point of Beginning;

Thence proceed S 63°42'03" E a distance of 505.18' to a point;

Thence proceed S 61°14'03" E a distance of 209.11' to a point;

Thence proceed with a curve turning to the right with an arc length of 128.40', with a radius of 3766.72', with a chord bearing of S 62°43'28" E, and with a chord length of 128.39' to a point;

Thence proceed with a compound curve turning to the right with an arc length of 330.29', with a radius of 2965.43', with a chord bearing of S 59°48'06" E, and with a chord length of 330.12' to a point;

Thence proceed S 28°35'40" W a distance of 1.48' to a point;

Thence proceed S 59°33'29" E a distance of 60.45' to a point;

Thence proceed S 28°36'43" W a distance of 456.18' to a point;

Thence proceed S 61°22'44" E a distance of 103.96' to a point;

Thence proceed S 28°36'56" W a distance of 190.10' to a point;

Thence proceed S 61°23'06" E a distance of 103.98' to a point;

Thence proceed S 28°36'56" W a distance of 22.91' to a point;

Thence proceed N 84°34'28" W a distance of 201.96' to a point;

Thence proceed S 05°28'16" W a distance of 186.25' to a point;

Thence proceed N 84°31'44" W a distance of 111.26' to a point;

Thence proceed N 61°37'31" W a distance of 354.70' to a point;

Thence proceed N 30°33'20" E a distance of 207.13' to a point;

Thence proceed N 88°03'35" W a distance of 538.66' to a point;

Thence proceed N 28°38'08" E a distance of 308.49' to a point;

Thence proceed N 61°23'05" W a distance of 402.11' to a point;

Thence proceed with a curve turning to the left with an arc length of 7.49', with a radius of 25.00', with a chord bearing of N 69°46'14" W, and with a chord length of 7.47' to a point;

Thence proceed N 28°35'41" E a distance of 664.25' to a point;

Thence proceed N 63°56'23" E a distance of 22.06' to a point, the actual Point of Beginning, having an area of 1101470.31 Square Feet, 25.286 Acres

EXHIBIT "B"

ARTICLES OF INCORPORATION OF COMMERCIAL ASSOCIATION

UNITED STATES OF AMERICA

State of Louisiana

R. Kyle Ardoin

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Incorporation of

ROUZAN COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.

Domiciled at BATON ROUGE, LOUISIANA,

Was filed and recorded in this Office on July 15, 2019,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 2.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 15, 2019

Secretary of State

WEB 43530168N

STATE OF LOUISIANA · UNION · JUSTICE · CONFIDENCE · SECRETARY OF STATE

Certificate ID: 11097170#B4P83

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

UNITED STATES OF AMERICA

State of Louisiana

R. Kyle Ardoin

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

the attached document(s) of

ROUZAN COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.

are true and correct and are filed in the Louisiana Secretary of State's Office.

ORIGF 07/15/2019 3 pages

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 15, 2019

Secretary of State

WEB 43530168N

STATE OF LOUISIANA · UNION · JUSTICE · CONFIDENCE · SECRETARY OF STATE

Certificate ID: 11097171#KHH62

To validate this certificate, visit the following web site, go to **Business Services**, **Search for Louisiana Business Filings**, **Validate a Certificate**, then follow the instructions displayed.

www.sos.la.gov

STATE OF LOUISIANA

ARTICLES OF INCORPORATION

(R.S. 12:203)

1. The name of this corporation is:
ROUZAN COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.

2. This corporation is formed for the purpose of:
ENGAGING IN ANY LAWFUL ACTIVITY FOR WHICH CORPORATIONS MAY BE FORMED UNDER CHAPTER 2, TITLE 12, OF THE LA REVISED STATUTES (NON-PROFIT CORPORATION LAW)

3. The duration of this corporation is (may be perpetual):
PERPETUAL

4. The street address (not a P.O. Box only) of the corporation's initial registered office is:
402 N. 4TH STREET
BATON ROUGE, LA, 70802

5. Mailing Address:
402 N. 4TH STREET
BATON ROUGE, LA, 70802

6. The name and street address (not a P.O. Box only) of the corporation's initial registered agent(s) is/are:
CHARLES LANDRY
100 NORTH STREET STE 800
BATON ROUGE, LA, 70802

7. The name and address of each incorporator of this corporation is:
CHARLES A. LANDRY
100 NORTH STREET STE 800
BATON ROUGE, LA, 70802

8. The name and street addresses of the corporation's initial directors are:
GLEN R. JARRELL (SECRETARY/TREASURER)
402 N. 4TH STREET
BATON ROUGE, LA, 70802

CHARLES A. LANDRY (PRESIDENT, DIRECTOR)
100 NORTH STREET STE 800
BATON ROUGE, LA, 70802

JOHN ENGQUIST (VICE-PRESIDENT)
402 N. 4TH STREET
BATON ROUGE, LA, 70802

9. This corporation is to be organized on a non-stock basis.

Other Provisions:

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

I HEREBY CERTIFY THAT I AM THE INCORPORATOR AND HAVE THE AUTHORITY TO SIGN ON BEHALF OF ANY OTHER INCORPORATOR LISTED.
ELECTRONIC SIGNATURE: CHARLES A. LANDRY (7/10/2019)
TITLE: REGISTERED AGENT

SECRETARY OF STATE

Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 43530168N

Charter Name: ROUZAN COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)	Agent(s) Electronic Signature
07/15/2019	CHARLES LANDRY	CHARLES A. LANDRY

EXHIBIT "C"

INITIAL FORM OF BYLAWS OF COMMERCIAL ASSOCIATION

INITIAL FORM OF BYLAWS OF COMMERCIAL ASSOCIATION

BYLAWS

OF

ROUZAN COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.

These are the Bylaws of Rouzan Commercial Property Owners Association, Inc. adopted concurrently with the "Commercial Declaration of Covenants, Conditions, Restrictions and Servitudes for Rouzan" to which these Bylaws are attached as **Exhibit C**. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration.

ARTICLE I
GENERAL

Section 1. **Applicability**. These Bylaws provide for the governance of that certain A Master Planned Community known as "**Rouzan**" located in the City of Baton Rouge, Parish of East Baton Rouge, Louisiana, pursuant to the requirements of the Louisiana Non-Profit Corporation Law. The Property is described in the Master Declaration, the Commercial Declaration and Exhibits attached thereto, which Declarations and Exhibits have been or will be recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana. These Bylaws shall apply only to those Owners of Commercial Lots in Rouzan.

Section 2. **Compliance**. Every Owner of a Commercial Lot in Rouzan and all those subject to the Commercial Restrictions contained in ARTICLE 6 of the Commercial Declaration shall comply with these Bylaws.

Section 3. **Office**. The office of the Association and the Association Board shall be located at Rouzan or at such other place as may be designated from time to time by the Association Board.

ARTICLE II
OWNERS ASSOCIATION

Section 1. **Composition**.

(a) There shall be two (2) types of membership in the Association: Class A membership and Class B membership. The Class A membership shall consist of all of the Owners of Commercial Lots and those Owners of commercial units located in a Mixed Use Lot., acting as a group in accordance with the Act pursuant to the Declaration and these Bylaws. The Class B membership shall consist of the Declarant, as defined in the Commercial Declaration, until termination of the Class B Control Period, as set forth in the Commercial Declaration. After termination of the Class B Control Period, the Association shall consist only of Class A Members.

(b) For all purposes, the Association shall act merely as an agent for the Owners as a group. The Association shall have the responsibility of administering Rouzan, establishing the means and methods of collecting Assessments and charges, arranging for the management of Rouzan and performing all other acts that may be required or permitted to be performed by the Association by the Declaration and applicable law. Except as to those matters which applicable law specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Association Board as more particularly set forth in Article III of these Bylaws.

Section 2. **Annual Meetings**. The annual meeting of the Association shall be held each year on or before March 1 of each year. At such annual meeting, the Association Board shall be elected by ballot of the Members in accordance with the requirements of Sections 3 and 4 of Article III of these Bylaws. So long as Declarant shall be a Class B Member of the Association, Declarant shall be entitled to designate the Directors. Declarant shall select the members of the initial Association Board as listed in the Articles of Incorporation.

Section 3. **Place of Meetings**. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Association Board.

Section 4. **Special Meetings**.

(a) The President shall call a special meeting of the Association if so directed by resolution of the Association Board or upon a petition signed and presented to the Secretary by Owners of not less than fifty percent (50%) of total number of Commercial Lots and units in Rouzan. The notice of any special meeting shall state the time, place, and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Pursuant to the terms of the Declaration, upon termination of the Class B Control Period, a special meeting of the Association shall be held at which all of the Directors designated by Declarant shall resign, and the Owners, including Declarant if Declarant owns one or more Commercial Lots, shall thereupon elect successor Directors.

Section 5. **Notice of Meetings**. The Secretary shall mail to each Owner a notice of each annual and special meeting of the Owners at least ten (10) days but not more than sixty (60) days prior to the date fixed for the meeting. Such notice of the annual meeting shall state the time and place of the meeting and shall also state the purpose of the meeting if a specified action is to be taken at the meeting. In the case of a special meeting, such notice shall state the purpose of the meeting. Notice shall have been deemed to have been given upon delivery, or if the notice is mailed, when such notice is placed in the United States mail, postage prepaid and addressed to an Owner at his or her last known address on record with the Association.

Section 6. **Quorum and Adjournment of Meetings**. Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Owners holding over forty percent (40%) of the total number of Lots and units shall constitute a quorum at any meeting of the Association.

If at any meeting of the Association a quorum is not present, or the withdrawal of enough Members leaves less than a quorum present at a meeting already called to order, Owners may continue to transact business, or a majority of the total number of Owners of Lots or units present at such meeting in person or by proxy may adjourn the meeting to a time and place they determine all in accordance with the provisions of La. R.S.12:231 of the Louisiana Nonprofit Corporation Law. Notice of such second meeting shall be attempted pursuant to Section 5 of this Article.

Section 7. **Order of Business**. The order of business at all meetings of the Association shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Report of Association Board.

(f) Reports of committees.

(g) Election or appointment of inspectors of election (when so required).

(h) Old business.

(i) New business.

Section 8. **Title to Lots and Commercial Parcels**. Title to a Commercial Lot may be taken in the name of one or more Persons, in any manner permitted by law. The Association may acquire, hold and transfer full legal title to one or more Commercial Lots in Rouzan in its own name, but only if the unanimous consent of the Association Members is obtained.

Section 9. **Voting**. During the Class B Control Period, Declarant, as the sole Class B Member, shall have the sole voting rights in the Association. After the termination of the Class B Control Period, voting at all meetings of the Association shall be exercised by the Class A Members, unless otherwise set forth in the Declaration. Each Owner shall be entitled to one (1) vote for each one thousand (1,000) square feet of rentable square feet of commercial area owned, or such other allotment of votes as set forth by the Commercial Association. Where the ownership of a Lot or unit is in more than one Person, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person named in a certificate executed by all of the owners of such Lot or unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of such Lot or unit shall be the Person owning such Lot or unit who is present. If more than one Person owning such Lot or unit is present then such vote shall be cast only in accordance with their unanimous agreement. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by applicable law, the Declaration or these

Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Lot or unit at any meeting of the Association.

Except where a greater number is required by applicable law, the Declaration or these Bylaws, the Owners of more than fifty percent (50%) of the total number of votes entitled to be cast voting in person or by proxy at a duly convened meeting at which a quorum is present are required to adopt decisions at any meeting of the Association. Any specified percentage of the Owners means the Owners owning such percentage interests in the aggregate.

After the termination of the Class B Control Period, if Declarant owns or holds title to one or more Lots or units, Declarant shall have the right at any meeting of the Association to cast the votes of such Lot or unit, or Lots or units. No Owner may vote at any meeting of the Association or be elected to or serve on the Association Board if the Association has perfected a lien and privilege against his Commercial Lot as a result of the Owner's failure to pay any Assessment, and the amount necessary to release such lien and privilege has not been paid at the time of such meeting or election.

Section 10. **Amendment of Bylaws**. These Bylaws may be amended, altered or rescinded only by the vote of not less than seventy-five percent (75%) of the Directors, subject to the approval of the Owners representing not less than seventy-five (75%) percent of the total number of votes entitled to be cast for Commercial Lots and units in Rouzan.

Section 11. **Proxies**. A vote may be cast in person or by proxy. Such proxy may be granted by any Owner in favor of only another Owner, a mortgagee or Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner owning such Commercial Lot. Except with respect to proxies in favor of a mortgagee, no proxy shall in any event be valid for a period in excess of one hundred eighty (180) days after the execution thereof.

Section 12. **Conduct of Meetings**. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring during the meeting. The President may appoint a person to serve as a parliamentarian at any meeting of the Association. All votes shall be tallied by persons appointed by the President or other officer presiding over the meeting.

ARTICLE III
ASSOCIATION BOARD

Section 1. **Number and Qualification**. The affairs of the Association shall be governed by an Association Board. Until termination of the Class B Control Period, and thereafter until their successors shall have been elected by the Owners, the Association Board shall consist of such persons as may be designated by Declarant.

The Association Board shall be composed of three (3) persons, all of whom shall be Owners or spouses of Owners, mortgagees (or designees of mortgagees) or designees of Declarant. The three (3) person Board shall consist of Owners elected from the Commercial Lots or units.

The Owners shall enjoy the benefits of cumulative voting in the election of Board members, meaning each Lot Owner shall be entitled to cast three (3) votes per seat being filled.

Section 2. **Powers and Duties**. The Association Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required to be exercised and done by the Association or Owners by applicable law, the Declaration or these Bylaws. The Association Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of Rouzan; provided, however, that such Rules and Regulations shall not be in conflict with applicable law, the Declaration or these Bylaws. In addition to the duties imposed by applicable law, the Articles of Incorporation, the Declaration, and these Bylaws or by any resolution of the Association that may hereafter be adopted, the Association Board shall on behalf of the Association:

(a) prepare an annual budget in which there shall be established the Assessments.

(b) make Assessments to defray the costs and expenses of the Association, establish the means and methods of collecting such Assessments from the Owners and establish the period of the installment payment of the General Assessment. Unless otherwise determined by the Association Board, the annual Assessment shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month.

(c) provide for the operation, care, upkeep and maintenance of the Commercial Commons and services thereof.

(d) designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Commercial Commons and provide services for Rouzan and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of Rouzan.

(e) collect the Assessments, deposit the proceeds thereof in bank depositories designated by the Association Board and use the proceeds to carry out the administration of Rouzan.

(f) make and amend the Rules and Regulations.

(g) open bank accounts on behalf of the Association and designate the signatories thereon.

(h) make, or contract for the making of, repairs, additions and improvements to or alterations of Rouzan, and repairs to and restoration of Rouzan, in accordance with these

Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) enforce by legal means the provisions of the Declarations, these Bylaws and the Rules and Regulations and act on behalf of the Owners with respect to all matters arising out of any eminent domain proceeding.

(j) obtain and carry insurance against casualties and liabilities, as necessary, pay the premiums therefor and adjust and settle any claims thereunder.

(k) pay the cost of all authorized services rendered to the Association and not charged to Owners or otherwise provided for in these Bylaws.

(l) keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Association and the administration of the Association specifying the expenses of maintenance and repair of the Commercial Commons and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on business days at the times and in the manner set and announced by the Association Board for the general knowledge of the Owners. All books and records shall be kept in accordance with good and accepted accounting practices. Upon the request of the Association, the books and records may be audited by an independent accountant retained by the Association Board who shall not be an occupant of Rouzan or an Owner. The cost of such audit shall be included in the General Assessment.

(m) notify a Mortgagee of any default hereunder by the Owner of the Commercial Lot subject to such Mortgage, in the event such default continues for a period exceeding thirty (30) days.

(n) borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Commercial Commons, provided, however, that the consent of Owners representing at least seventy-five percent (75%) of the total number of Lots and units in Rouzan, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of Twenty-Five Thousand Dollars ($25,000.00).

(o) acquire, hold and dispose of Lots and Commercial Commons and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association and the purchase is approved by all of the Owners.

(p) do such other things and acts not inconsistent with applicable law, Declaration or these Bylaws which the Association Board may be authorized to do by a resolution of the Association.

Section 3. **<u>Election and Term of Office</u>**.

(a) The term of the initial Directors appointed by Declarant shall be three (3) years. At the special meeting referred to in Article II, Section 4(b) above, the Owners shall elect

the Association Board, and their terms of office shall be as follows: the term of office of one (1) of the Directors shall be fixed at three (3) years, the term of office of one (1) of the members of the Board of the Directors shall be fixed at two (2) years, and the term of office of one (1) of the Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the initial Association Board selected at that special meeting, a successor shall be elected to serve for a term of three (3) years. The Directors shall hold office until their respective successors shall have been elected by the Association except in the case of earlier removal or resignation.

(b) Persons qualified to serve as Directors may be nominated for election only as follows:

(1) Any Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by an Owner and a statement that the person nominated is willing to serve on the Association Board. The Secretary shall mail or hand-deliver the submitted items to every Owner along with the notice of such meeting; or

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Association Board for which no more than one person has been nominated by petition.

Section 4. **Removal or Resignation of Directors**. Except with respect to Directors designated by Declarant, at any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting at which his removal is to be considered. A Director may resign at any time. A Director shall be deemed to have resigned upon disposition of his Lot.

Section 5. **Vacancies**. Vacancies in the Association Board caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Association Board called for such purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association. Notwithstanding anything to the contrary in this Section or in the preceding Section 4, during the Class B Control Period, Declarant shall designate the successor to any resigned or removed Director previously designated by Declarant.

Section 6. **Organization Meeting**. The first meeting of the Association Board following the annual meeting of the Association shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Association Board shall have been elected, and no notice shall be necessary to the newly elected Directors in order to constitute such meeting, providing a majority of the Association Board are present at such first meeting.

Section 7. **Regular Meetings**. Regular meetings of the Association Board may be held at such time and place as is determined from time to time by a majority of the Association Board, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Association Board shall be given to each Director, by mail, at least three (3) business days prior to the date of such meeting.

Section 8. **Special Meetings**. Special meetings of the Association Board may be called by the President on three (3) business days' notice to each Director, given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Association Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 9. **Waiver of Notice**. Any Director may at any time, in writing, waive notice of any meeting of the Association Board, and such waiver shall be deemed equivalent to such notice having validly been given. Attendance by a Director at any meeting of the Association Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Association Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. **Quorum of Association Board**. At all meetings of the Association Board a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Association Board. If at any meeting of the Association Board there shall be less than a quorum present, a majority of those present may adjourn the meeting.

Section 11. **Conduct of Meetings**. The President shall preside over all meetings of the Association Board and the Secretary shall keep a minute book of the Association Board recording therein all resolutions adopted by the Association Board and a record of all transactions and proceedings occurring at such meetings.

Section 12. **Action Without Meeting**. Any action by the Association Board required or permitted to be taken at any meeting may be taken without a meeting if all of the Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Association Board.

Section 13. **Compensation**. No Director shall receive any compensation from the Association for acting in such capacity.

Section 14. **Fidelity Bonds**. The Association Board shall obtain and maintain adequate fidelity bonds in an amount not less than 125% of the total annual Assessments for the year (in such form and in such greater amounts as may be required by the mortgagees) to protect against dishonest acts on the part of the officers, Directors, and employees of the Association who handle or are responsible for Rouzan funds. The premiums on such bonds shall be paid as part of the General Assessment. Such fidelity bonds shall: (i) name the Association as an obligee; (ii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iii) provide that

such bonds may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the mortgagees.

Section 15. **No Liability of the Association Board, Officers, Owners, Association**.

(a) The officers and Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and Directors from and against all contractual liability to others arising out of contracts made by the officers or the Association Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of applicable law, the Declaration or these Bylaws, except to the extent such liability is covered by Directors and officers liability insurance. Officers and Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the officers, the Association Board or a manager on behalf of the Association shall, if obtainable, provide that the officers, Directors or the manager, as the case may be, are acting only as agents of the Association and shall have no personal liability thereunder (except as Owners). No Owner, as a Member of the Association, shall be personally liable for any obligation of the Association.

(b) The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as part of the General Assessment, or for injury or damage to person or property caused by the elements or by any Owner or any other person or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Commercial Commons or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Commercial Commons. No diminution or abatement of any Assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort, arising from the making of repairs or improvements to the Commercial Commons or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 16. **Common or Interested Directors**. Each Director shall exercise his powers and duties in good faith and with a view to the best interests of Rouzan. No contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm or association (including Declarant) in which any of the Directors are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such Director is present at the meeting of the Association Board or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Association Board or the committee, and the Association Board or committee authorizes, approve or ratifies such contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of the interested Director or Directors; or

(b) The fact of the common directorate or interest is disclosed or known to the Owners, and the Owners approve or ratify the contract or transaction in good faith by a vote of the Owners sufficient for the purpose; or

(c) The contract or transaction is fair to the Association at the time it is authorized, ratified, approved or executed.

Any common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Association Board or committee thereof, which authorizes approves or ratifies any contract or transaction.

Section 17. **Committees**. The Association Board may establish committees as it determines are necessary in their sole discretion to assist with the duties and responsibilities of the Board in maintaining and governing the Association.

ARTICLE IV
OFFICERS

Section 1. **Designation**. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Association Board. The Association Board may appoint a Vice President, an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a Director.

Section 2. **Election of Officers**. The officers of the Association shall be elected annually by the Association Board at the organization meeting of each new Association Board and shall hold office at the pleasure of the Association Board.

Section 3. **Removal of Officers**. Upon the affirmative vote of a majority of all Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Association Board or at any special meeting of the Association Board called for such purpose.

Section 4. **President**. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Association Board, and have all of the general powers and duties which are incident to the office of president of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law including without limitation the power to appoint committees from among the Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. **Secretary**. Except as provided in Section 7 of this Article relating to the appointment of a Vice President, the Secretary shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Secretary is able to act, the Association Board shall appoint some other Director to act in the place of the President, on an interim basis.

The Secretary shall keep the minutes of all meetings of the Association and of the Association Board, have charge of such books and records as the Association Board may direct, maintain a register setting forth the place to which all notices to Owners and mortgagees hereunder shall be delivered, and in general perform all the duties incident to the office of secretary of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

Section 6. **Treasurer**. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate financial records and books showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuable effects in the name of the Association Board, the Association or the manager, in such depositories as may from time to time be designated by the Association Board, and in general perform all the duties incident to the office of treasurer of a non-profit corporation organized under the Louisiana Nonprofit Corporation Law.

Section 7. **Vice President and Other Officers**. In the event the Association Board appoints a Vice President, the Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Association Board or by the President.

In the event the Association Board appoints such other officers as it deems necessary, such officers shall perform such duties as shall from time to time be imposed upon them by the Association Board or by the President.

Section 8. **Execution of Documents**. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Thousand Dollars ($5,000.00) shall be executed by any two (2) officers designated by the Association Board. All such instruments for expenditures or obligations of Five Thousand Dollars ($5,000.00) or less may be executed by any one (1) officer designated by the Association Board.

Section 9. **Compensation of Officers**. No officer who is also a Director shall receive any compensation from the Association for acting as such officer. All other permitted compensation for officers shall be determined by the Association Board.

ARTICLE V
OPERATION OF THE PROPERTY

Section 1. **Determination of Common Expenses and Common Assessments Against Owners**.

(a) Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Association Board.

(b) Preparation and Approval of Budget.

(1) At least forty-five (45) days before the beginning of the fiscal year, the Association Board shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Commercial Commons, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be payable by General Assessment by the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of Rouzan and the rendering to the Owners of all related services.

(2) Such budget shall also include such reasonable amounts as the Association Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty (30) days before the beginning of each fiscal year, the Association Board shall send to each Owner a copy of the budget in a reasonably itemized form which sets forth the estimated amount of the General Assessment and any Special Assessment payable by each Owner. Such budget shall constitute the basis for determining each Owner's Assessment.

(c) Assessment and Payment of Common Expenses. Subject to the provisions of Article 13 of the Declaration, the total amount of the estimated funds required for the operation of Rouzan set forth in the budget adopted by the Association Board shall be a lien against each Owner's Lot as provided in ARTICLE 12 of the Master Declaration. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Owner shall be obligated to pay to the Association Board or the manager (as determined by the Association Board) one-twelfth (1/12) of such Assessment. Within ninety (90) days after the end of each fiscal year, the Association Board shall supply to all Owners an itemized accounting of the Assessments for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Association Board for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Association Board deems it advisable, be credited according to each Owner's Assessments to the next monthly installments due from Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Owners in accordance with their Assessments and shall be payable either (1) in full with payment of the next monthly Assessment due, or (2) in not more than six (6) equal monthly installments, as the Association Board may determine.

(d) Reserves. The Association Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Owner's Assessment, the Association Board may at any time levy a further Assessment, which shall be assessed against the Owners according to their Assessments, and which may be payable in a lump sum or in installments as the Association Board may determine. The Association Board shall serve notice of any such further Assessment

on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further Assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if such further Assessment is not payable in installments, the amount of such Assessment. Such Assessment shall be a lien as of the effective date as set forth in the preceding paragraph (c).

(e) Initial Capital Payment.

(1) Upon taking office, the first Association Board elected or designated pursuant to these Bylaws shall determine the budget, as defined in this Section, for the period commencing thirty (30) days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the Owners during such period as provided in paragraph (c) of this Section.

(2) Declarant, as the agent of the Association Board, shall collect from each initial purchaser of a Lot at the time of closing an "initial capital payment" equivalent to three times the estimated monthly Assessment for such Lot. Declarant shall deliver the funds so collected to the Association Board to provide the necessary working capital for the Association.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Association Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been delivered.

Section 2. **Collection of Assessments**. The Association Board, or the manager at the request of the Association Board, shall take prompt action to collect any Assessments due from any Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

Section 3. **Statement of Common Expenses**. The Association Board shall promptly provide any Owner, contract purchaser or mortgagee so requesting the same in writing with a written statement of all unpaid Assessments due from such Owner. The Association Board may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

ARTICLE VI
MISCELLANEOUS

Section 1. **Notices**. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, sent by electronic mail with read receipt requested or if sent by United States mail (or otherwise as the Association Board may determine), (i) if to an Owner, at the address which the

Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Association, the Association Board or the manager, at the principal office of the manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Lot is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 2. **Captions**. The captions herein are inserted only as a matter of convenience and for reference only, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3. **Gender**. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 4. **Construction**. These Bylaws are intended to comply with all applicable provisions of law and shall be so interpreted and applied.

Section 5. **Severability**. The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word or other provision of these Bylaws shall not affect the validity of the remaining portions thereof.

EXHIBIT "D"

URBAN REGULATION INSTRUCTIONS FROM THE GUIDING PRINCIPLES

ROUZAN

URBAN REGULATION INSTRUCTIONS

Zoning Districts

The purpose of the Planned Unit Development is to encourage flexibility, innovation and variety in the development of land in order to promote its most appropriate use; to improve the design, character and quality of development; to facilitate the adequate and economic provision of streets, utilities and services; to achieve beneficial land use relationships with the surrounding area; to preserve the unique natural and scenic features of the landscape; and to preserve open space as development occurs.

Land Classifications

The Guiding Principles for Rouzan is developed around The Transect, a system of land classifications described in EBR UDC and The Lexicon of the New Urbanism, which incorporates a fine-grained network of lot distinctions. These characteristics follow the natural internal structure of an authentic neighborhood and serve to create the structure of Rouzan. This structure is expressed as three Village Context Subdistricts: Neighborhood Center (NC), Mixed Residential (MS) and Neighborhood Edge (NE).

A "Neighborhood Center Area" (NC)shall serve as the focal point of a TND, containing retail, commercial, civic, and/or public services to meet the daily needs of community residents. A "Neighborhood Center" shall be designed to encourage pedestrian movement. A square may be located in a Neighborhood Center Area. Retail and commercial uses should generally be located adjacent to a square. The Neighborhood Center Uses include retail shops, grocery stores, restaurants, offices, banks, hotels, a post office, governmental offices, churches, community centers, and attached residential dwellings.

A "Mixed Residential Area" (MR) may include a variety of residential land uses, including detached single-family, duplex, townhome, and multi-family. Civic uses and neighborhood-scale commercial and office uses may be permitted within a Mixed Residential Area with strict architectural and land use controls to ensure that they blend into the residential character of the neighborhood. A Mixed Residential Area shall include open spaces such as small squares, pocket parks, community parks, and/or greenbelts. A Mixed Residential Area shall promote pedestrian activity through well-designed and varied streetscapes that also provide for the safe and efficient movement of both pedestrian and vehicular traffic. Mixed Residential Areas may utilize alleys, either public or private. Varying lot sizes are encouraged within the Mixed Residential Area.

A "Neighborhood Edge Area" (NE) shall represent the least dense portion of a TND, with larger lots and greater setbacks than the rest of the neighborhood. Direct vehicular access to streets shall be permitted. Only single-family residential dwellings shall be permitted. A Neighborhood Edge Area is appropriate along the perimeter of the neighborhood. A portion of a TND that abuts existing or platted conventional low density housing shall be designated as a Neighborhood Edge Area.

The Guiding Principles creates an additional type of refined division within each of the individual described subdistricts. For example, in the Mixed Residential is the Mixed Residential I (MR-I), Mixed Residential II (MR-II) and Mixed Residential III (MR-III). These further serve to support an additional device, which further alters the placement of buildings on a lot, producing varying planning textures and urban behavior. Reference is made to the *Urban Regulation Instructions* in the guiding principles for further clarification.

Building Types (From ZVA market study dated 2012)

Village Context

	Neighborhood Center			Mixed Residential						Neighborhood Edge			Special		Horizontal Placement BTL: Build To Line (mandatory)
	NCI	NCII	NCIII	MRI	MRII	MRIII	MRIV.1	MRIV.2	MRIV.3	NEI	NEII	NEIII	SPI	SPII	
Commercial	0 -5	0-5 BTL	10 BTL												Front (From back of sidewalk)
	3 BTL	10 BTL	10 BTL												Street Side
	0 BTL	0 BTL	8 BTL												Non-street Frontages
	10 BTL	10 BTL	8 BTL												Rear
Live/Work	0 -5	5 BTL	5 BTL		7.5 BTL										Front (From back of sidewalk)
	0 BTL	10 BTL	5 BTL		5 min										Street Side
	0 BTL	0 BTL	5 BTL		5 min										Non-street Frontages
	10 BTL	10 BTL	8 BTL		10 BTL										Rear
Mansion Condo (Single Family Attached)	3 BTL														Front
	3 min														Minimum Side (Left & Right)
	0 BTL														Non-street Frontages
	10 BTL														Rear
Rowhouses (Single Family Attached)															Front
															Street Side
															Non-street Frontages
															Rear @ Alley @ Back-out Parking
															Rear @ Alley @ All other Structures
															Outbuilding/Garage @ Termin. Alley
Neighborhood Townhouses (Single Family Attached)				6 BTL											Front
				5 BTL											Street Side
				0 BTL											Non-street Frontages
				4 BTL											Rear @ Alley @ Back-out Parking
				0 BTL											Rear @ Alley @ All other Structures
				See Outbuilding Horizontal Placement											Outbuilding/Garage @ Termin. Alley
Village Cottage (Single Family Detached)				6 BTL	7.5 BTL	10 BTL									Front
				3 min	3 min	3 min									Minimum Side (Left & Right)
				4' or 15'	4' or 15'	4' or 15'									Rear @ Alley @ Back-out Parking (Option A)
				20'	20'	20'									Rear @ Alley @ Back-out Parking (Option B)
				0 BTL	0 BTL	0 BTL									Rear @ Alley @ All other Structures
				See Outbuilding Horizontal Placement											Outbuilding/Garage @ Termin. Alley
Neighborhood Cottage (Single Family Detached)				6 BTL	7.5 BTL	10 BTL	6 BTL	10 BTL	10 BTL		10 BTL				Front
				3 min	3 min	3 min	3 min	3 min	3 min		5 min				Min. Side
				4' or 15'	4' or 15'	4' or 15'	4' or 15'	4' or 15'	4' or 15'		NA				Rear @ Alley @ Back-out Parking (Option A)
				NA	NA	NA	NA	NA	2' 15'		NA				Rear @ Alley (Option A Lots 262-266)
				20'	20'	20'	20'	20'	20'		NA				Rear @ Alley @ Back-out Parking (Option B)
				0 BTL	0 BTL	0 BTL	4 min	4 min	2 min		NA				Rear @ Alley @ All other Structures
				NA	NA	NA	NA	NA	NA		7.5 min				Rear @ Non Alley
				See Outbuilding Horizontal Placement			See Outbuilding Horizontal Placement			See Outbuilding Horizontal Placement Instructions					Outbuilding/Garage @ Termin. Alley
Neighborhood House (Single Family Detached)				6 BTL	7.5 BTL	10 BTL	7.5 BTL	10 BTL		7.5 BTL	10 BTL	15-20			Front
				3 min	3 min	3 min	3 min	3 min		3 min	3 min	3 min			Minimum Side (Left & Right)
				4' or 15'	4' or 15'	4' or 15'	4' or 15'	4' or 15'		NA	NA	NA			Rear @ Alley @ Back-out Parking (Option A)
				20'	20'	20'	20'	20'		NA	NA	NA			Rear @ Alley @ Back-out Parking (Option B)
				0 BTL	0 BTL	0 BTL	4 min	4 min		NA	NA	NA			Rear @ Alley @ All other Structures
				10 min	10 min	10 min	NA	NA		8 min	8 min	8 min			Rear @ Non Alley
				See Outbuilding Horizontal Placement			See Outbuilding Horizontal Placement			See Outbuilding Horizontal Placement Instructions					Outbuilding/Garage @ Termin. Alley
Manor House (Single Family Detached)				6 BTL	7.5 BTL	10 BTL					10 BTL	20 BTL			Front
				3 min	3 min	3 min					3 min	3 min			Minimum Side (Left & Right)
				5 min	5 min	5 min					5 min	1 min			Left and Right @ Garage
				5' or 15'	5' or 15'	5' or 15'					NA	NA			Rear @ Alley @ Back-out Parking (Option A)
				20'	20'	20'					NA	NA			Rear @ Alley @ Back-out Parking (Option B)
				0 BTL	0 BTL	0 BTL					NA	NA			Rear @ Alley @ All other Structures
				10 min	10 min	10 min					7.5 min	7.5 min			Rear @ Non Alley
Second-Age Modernist													6 BTL	11-20 BTL	Front (Property line is back of curb)
													10 BTL	NA	Front setback on Glasgow Ave.
													3 min	3 min	Minimum Side (Left & Right)
													3 min	NA	Left and Right @ Garage
													4 min	4 min	Rear @ Alley
													10 min	10 min	Rear @ Non Alley

General Instructions

Building Use	ALL TYPES SHALL PERMIT RESIDENTIAL OR COMMERCIAL USE AT ALL STORIES EXCEPT FOR ROWHOUSES AND MANSION CONDOS; SEE LAND USE CLASSIFICATIONS ABOVE.	ALL TYPES SHALL PERMIT RESIDENTIAL USE AT ALL STORIES OF THE PRINCIPAL STRUCTURE EXCEPT FOR ROWHOUSES; SEE LAND CLASSIFICATIONS ABOVE.		SHALL PERMIT RESIDENTIAL ABOVE COMMERCIAL USE
Reserve	SEE DEFINITION			
Preserve	SEE DEFINITION			
Civic Uses	CIVIC BUILDINGS DESIGNED SPECIFICALLY FOR CIVIC FUNCTIONS (SEE CIVIC BUILDINGS DEFINITION), SHALL NOT BE SUBJECT TO THE REQUIREMENTS DESCRIBED IN THE URBAN REGULATING INSTRUCTIONS. THE PARTICULARS OF CIVIC BUILDING DESIGN SHALL BE IMMUNE FROM THIS SPECIFICITY. AS ANIMATORS OF THE PUBLIC REALM, THESE EXCEPTIONS SERVE TO ALLOW ARCHITECTURE THAT ACCENTS AND CELEBRATES THE COMMUNITY'S LIFE IN ITS MORE PUBLIC AND CIVIC GOINGS-ON. IN ORDER TO SUPPORT THIS CIVIC WORTH, IT IS OF UTMOST IMPORTANCE, THAT THE PRIVATE BUILT ENVIRONMENT, WHICH SERVES PRIMARILY TO DEFINE THE PUBLIC REALM, MAINTAIN STRICT COMPLIANCE WITH THE RESTRICTIONS DESCRIBED IN THE URBAN REGULATING INSTRUCTIONS.			
Corner Lots	BUILDINGS OCCURRING ON CORNER LOTS SHALL BE TREATED AS A PRINCIPAL ELEVATION ON BOTH FRONTAGES.			
Outbuilding/Garage	ALLOWED ONLY AT ROWHOUSES. OUTBUILDINGS SHALL PERMIT LIVING AND LIMITED OFFICE USE (A MAXIMUM SIZE OF 600 SF).	OUTBUILDINGS AT TOWNHOUSES SHALL PERMIT LIVING AND LIMITED OFFICE USE (A MAXIMUM SIZE OF 600 SF).	OUTBUILDINGS SHALL PERMIT LIVING AND LIMITED OFFICE USE (A MAXIMUM SIZE OF 800 SF).	OUTBUILDINGS AT TOWNHOUSES SHALL PERMIT LIVING AND LIMITED OFFICE USE (A MAXIMUM SIZE OF 600 SF).
Parking	AUTOMOBILE STORAGE OF ADEQUATE SIZE AND ACCESS SHALL BE PROVIDED WITHIN THE LOT IN ACCORDANCE WITH THE CITY OF BATON ROUGE, OR AS DEFINED IN THE ROUZAN ZONE CASE AND AMENDMENTS THEREAFTER.	AUTOMOBILE STORAGE OF ADEQUATE SIZE AND ACCESS SHALL BE PROVIDED WITHIN THE LOT IN ACCORDANCE WITH THE CITY OF BATON ROUGE, OR AS DEFINED IN THE ROUZAN ZONE CASE AND AMENDMENTS THEREAFTER. IT SHALL NOT EXCEED MORE THAN 3 COVERED SPACES.	AUTOMOBILE STORAGE OF ADEQUATE SIZE AND ACCESS SHALL BE PROVIDED WITHIN THE LOT IN ACCORDANCE WITH THE CITY OF BATON ROUGE, OR AS DEFINED IN THE ROUZAN ZONE CASE AND AMENDMENTS THEREAFTER. IT SHALL NOT EXCEED MORE THAN 4 COVERED SPACES. ACCESS TO PARKING OFF PRIMARY STREETS MAY BE FRONTAL OR SIDE IN THE CONFIGURATIONS SHOWN IN THE BUILDING TYPE DIAGRAMS.	AUTOMOBILE STORAGE OF ADEQUATE SIZE AND ACCESS SHALL BE PROVIDED WITHIN THE LOT IN ACCORDANCE WITH THE CITY OF BATON ROUGE, OR AS DEFINED IN THE ROUZAN ZONE CASE AND AMENDMENTS THEREAFTER. IT SHALL NOT EXCEED MORE THAN 3 COVERED SPACES.

Horizontal Placement Instructions

Facade	THE PLACEMENT OF THE FAÇADE AT THE FRONT SETBACK LINE SHALL BE MANDATORY UNLESS OTHERWISE SHOWN, SHOWING NO MORE THAN TWO CORNERS TO THE FRONTAGE.	THE PLACEMENT OF THE FACADE AT THE FRONT SETBACK LINE SHALL BE MANDATORY UNLESS OTHERWISE SHOWN. BUILDINGS SHOULD SHOW NO MORE THAN 3 CORNERS TO THE FRONTAGE UNLESS ALLOWED BY STYLE. BUILDINGS ON CORNER LOTS SHALL PRESENT PRIMARY FACADES TO BOTH STREETS.	THE PLACEMENT OF THE FACADE AT THE FRONT SETBACK LINE, SHALL BE MANDATORY UNLESS OTHERWISE SHOWN. BUILDINGS SHOULD SHOW NO MORE THAN 4 CORNERS TO THE FRONTAGE UNLESS ALLOWED BY STYLE. BUILDINGS ON CORNER LOTS SHALL PRESENT PRIMARY FACADES TO BOTH STREETS.	THE PLACEMENT OF THE FACADE AT THE FRONT SETBACK LINE SHALL BE MANDATORY UNLESS OTHERWISE SHOWN. BUILDINGS SHOULD SHOW NO MORE THAN 3 CORNERS TO THE FRONTAGE UNLESS ALLOWED BY STYLE. BUILDINGS ON CORNER LOTS SHALL PRESENT PRIMARY FACADES TO BOTH STREETS.
Fences and Garden Walls	IN THE ABSENCE OF BUILDING, GARDEN WALLS AND GATES SHALL BE BUILT FROM 0 - 8' FROM THE APPLICABLE SETBACK LINE IN ACCORDANCE WITH THE SETBACK.	WHERE PROVIDED, FENCES AND GATES SHALL BE BUILT ON THE PRIMARY FRONTAGE LINE ONLY. GARDEN WALLS AND GATES SHALL NOT BE BUILT ON THE FRONTAGE LINE BUT MAY BE BUILT COPLANAR OR BEYOND TO THE FRONT WALL OF THE MAIN BUILDING. COPLANAR GARDEN WALLS SHALL BE BRICK, STUCCO, STONE, WROUGHT IRON OR CAST IRON. BUILDINGS ON CORNER LOTS MAY BUILD A GARDEN WALL AND GATES AT ONLY ONE OF ITS FRONTAGE LINES WHEN APPROVED BY THE DRB IN ADVANCE. SAID GARDEN WALLS SHALL BE CONSTRUCTED AT A BTL OF 2'-0" BEHIND THE FRONTAGE LINE. FENCES SHALL BE PROVIDED @ ALL LOTS WHICH CONINCIDE DIRECTLY WITH PRESERVES.		
Corner Lots	BUILDINGS ON CORNER LOTS SHALL HOLD CLEAR A VIEW TRIANGLE AS APPROVED IN THE ROUZAN ZONING ORDINANCE. SEE STREET SECTIONS AND DETAILS.			
Parking	FOR COMMERCIAL USES IN 'NC' AND 'MR' PARKING SHOULD BE LOCATED IN THE CENTER OF THE BLOCK. THE PARKING AND SIDEWALK SYSTEM SHALL BE LANDSCAPED TO PROVIDE SHADE AND SHELTER AND A STREET EDGE. PROVIDE THROUGH-BLOCK CONNECTORS TO PROVIDE ACCESSIBILITY BETWEEN PARKING AND BUILDING FRONTAGES @ INTERVALS NOT TO EXCEED 150 FEET. GARAGES SHALL BE ENTERED FROM THE REAR ALLEY OR LANE, IF PROVIDED. SEE PLACEMENT DIAGRAMS FOR ALLEY LOADED PARKING ACCOMMODATIONS.		GARAGES SHALL BE ENTERED FROM THE REAR ALLEY OR LANE, IF PROVIDED. WHERE LOTS ARE NOT ALLEY LOADED, PARKING PLACEMENT SHALL BE A MINIMUM OF 20 FEET BEHIND THE FAÇADE WITH A MAXIMUM OF A SINGLE WIDTH DRIVEWAY NOT EXCEEDING 16 FEET IN WIDTH FROM THE FRONTAGE TO THE FACADE LINE.	
Outbuilding/Garage @ Terminated Alley Parking	OUTBUILDING/GARAGE OCCURRING AT TERMINATED ALLEY LOTS CAN BE BUILT @ THE FRONTAGE LINE OF THE TERMINATED LOT. REAR ALLEY ACCESS @ BACKOUT PARKING AND SIDE SETBACKS SHALL COMPLY WITH THE HORIZONTAL PLACEMENT LISTED ABOVE IN URBAN REGULATION INSTRUCTIONS.			

Vertical Placement Instructions

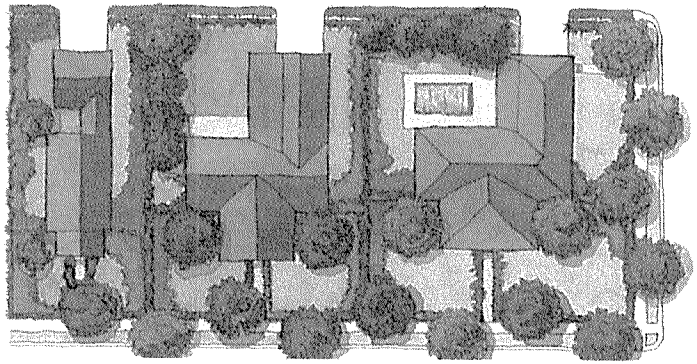
Porches, Balconies, and Stoops	PORCHES, BALCONIES AND STOOPS SHALL BE PROVIDED IN ANY ONE OF THE COMBINATIONS SHOWN IN THE BUILDING PLACEMENT GUIDELINES.		PORCHES BALCONIES AND STOOPS SHALL BE PROVIDED IN ANY ONE OF THE COMBINATIONS SHOWN ON ARCHITECTURAL TYPOLOGIES.		NA
Main Floor	THE FIRST FLOOR LEVEL SHALL BE ELEVATED ABOVE THE GRADE AT THE PORCH OR STOOP A MINIMUM OF 2'-6" AT NCI & NCII AND 3'-0" @ NCIII EXCEPT THAT COMMERCIAL USES SHALL BE NEAR SIDEWALK GRADE.		THE FIRST FLOOR LEVEL SHALL BE ELEVATED ABOVE THE LEADING EDGE OF GRADE AT THE PORCH A MINIMUM OF 2'-6" AND MAXIMUM OF 3'-0".		
Main Floor Height	THE FIRST STORY INTERIOR CLEAR HEIGHT SHALL BE NO LESS THAN 12' NOR MORE THAN 16'		THE FIRST FLOOR WALL PLATE HEIGHT SHALL BE NO LESS THAN 10' NOR MORE THAN 12'. SECOND FLOOR WALL PLATE SHALL BE NO LESS THAN 19' NOR GREATER THAN 21' AT THE PRIMARY BUILDING FRONTAGE ONLY. ALL OTHER SPACES MAY BE A MINIMUM OF 9'-0".		THE FIRST FLOOR HEIGHT SHALL BE NO LESS THAN 12'. THE SECOND FLOOR SHALL HAVE A HEIGHT OF NO LESS THAN 10'.
Max. Building Height	5 STORIES MAX.	5 STORIES MAX.	2.5 STORIES OR 30' (WHICHEVER IS GREATER)		
Corner Lots	ALL LOTS OCCURRING AT BLOCK CORNERS SHOULD BE A MINIMUM OF 2 STORIES.				
Roofs	BUILDINGS MAY HAVE FLAT ROOFS ENCLOSED BY PARAPETS OR SLOPED ROOFS IN ACCORDANCE WITH THE ARCHITECTURAL GUIDELINES.		BUILDINGS SHALL HAVE SLOPED ROOFS IN ACCORDANCE WITH THE ARCHITECTURAL TYPOLOGIES.		BUILDINGS MUST HAVE A FLAT ROOF.

EXHIBIT "E"

LANDSCAPE REGULATIONS

EXHIBIT E

ROUZAN LANDSCAPE STANDARDS



COTTAGE

Front Yard and Side Street Setbacks: Turf grass shall be limited to a *40%* maximum. A minimum of one canopy tree or one ornamental or under-storey trees shall be planted in the Front Setback.

Private Zone: Existing vegetation shall be preserved if possible.

Rear and Side Yard Setbacks: Shrubs and beds should be considered in this zone.

HOUSE

Front Yard and Side Street Setbacks: Turf grass shall be limited to a *40%* maximum. A minimum of one canopy tree or two ornamental or under-storey trees shall be planted in the Front Setback.

Front and Side Facade Zones: Turf grass shall be limited to a *40%* maximum.

Private Zone: Existing vegetation shall be preserved if possible.

Rear and Side Yard Setbacks: Shrubs and beds should be considered in this zone.

MANOR

Front Yard and Side Street Setbacks: Turf grass shall be limited to a *40%* maximum. A minimum of two canopy trees or two ornamental or under-storey trees shall be planted in the Front and Side Street Setbacks, unless existing.

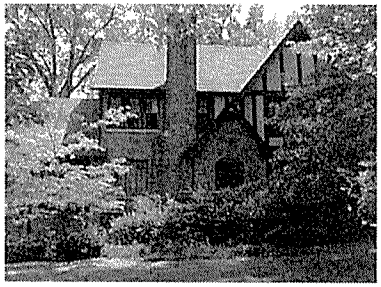
Front and Side Facade Zones: Turf grass shall be limited to a *40%* maximum.

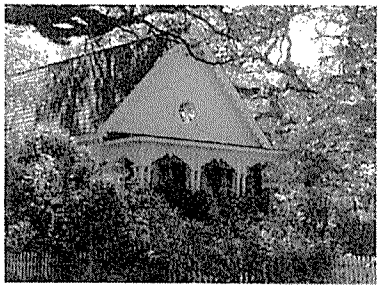
Private Zone: Existing vegetation shall be preserved if possible.

Rear and SideYard Setbacks: Shrubs and beds should be considered in this zone.

NEIGHBORHOOD EDGE

Groundcovers and beds shall compose a minimum of *40%* of the lot area, and turf grasses shall be limited to *60%* or less. Turf grass is best utilized in the private yard for the benefit of children and pets. Habitat for the native bird population should be protected. Evergreen groundcover or shrubbery shall be planted in the *3'* zone adjacent to the sidewalk. Street trees are planted every *30'*, alternating sides of the sidewalk, unless a canopy tree exists in the vicinity. Paving shall be a minimum of *60%* non-mortared and a maximum of *40%* poured concrete or grouted pavers.





VILLAGE COTTAGE

FrontYard and Side Street Setbacks: Turf grass shall be limited to a *30%* maximum. A minimum of one canopy tree or two ornamental or under-storey trees shall be planted if none exist.

Private Zone: Existing vegetation shall be preserved if possible.

Rear and Side Yard Setbacks: Ground cover should be used rather than turf grass. Shrubs and beds should be considered in this zone.

NEIGHBORHOOD COTTAGE

FrontYard and Side Street Setbacks: Turf grass shall be limited to a *30%* maximum. A minimum of one canopy tree or two ornamental or under-storey trees shall be planted if none exist.

Private Zone: Existing vegetation shall be preserved if possible.

Rear Yard Setback: Ground cover should be used rather than turf grass. Shrubs and beds should be considered in this zone.

HOUSE

FrontYard and Side Street Setbacks:Turf grass shall be limited to a *30%* maximum. A minimum of two canopy trees or two ornamental or under-storey trees shall be planted in the Front Setback.

Private Zone: Existing vegetation shall be preserved if possible.

Rear and Side Yard Setbacks: Groundcover should be used rather than turf grass. Shrubs and beds should be considered in this zone.

MANOR

Front Yard and Side Street Setbacks: Turf grass shall be limited to a *30%* maximum. A minimum of two canopy trees or two ornamental or under-storey trees shall be planted in the Front and Side Street Setbacks.

Private Zone: Existing vegetation shall be preserved if possible.

Rear and Side Yard Setbacks: Groundcover should be used rather than turf grass. Shrubs and beds should be considered in this zone.

TOWNHOUSE

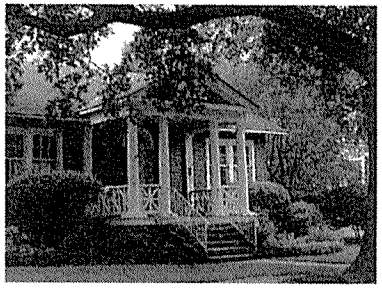
Front and Side Facade Zones:Turf grass shall be limited to a 30% maximum. There are no tree requirements. Groundcovers and planting beds are encouraged. Rear Yard Setback: Ground cover should be used rather than turf grass. Shrubs are encouraged.

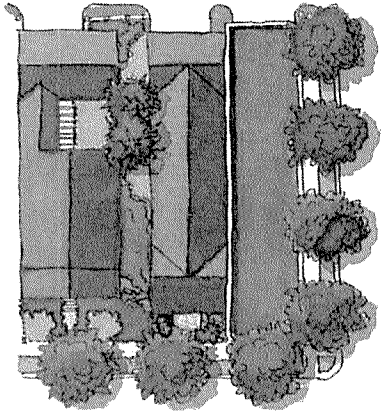
LIVE/WORK

Landscaping with this building type is limited to the planting strip and street trees. The owner is not responsible for the landscaping.

MIXED RESIDENTIAL

Groundcovers and beds shall compose a minimum of 60% of the lot, and turf grasses should be limited to 40% or less. Paving shall be a minimum of 60% non-mortared and a maximum of 40% poured concrete or grouted pavers. Evergreen groundcover or shrubbery shall be planted in the 3' zone adjacent to the sidewalk. Street trees are planted every 30', and occur between the sidewalk and curb. If there is an existing canopy tree within 10', it shall meet the requirement for a street tree.





COMMERCIAL
[Provide Text]

Front and Side Facade Zones :Turf grass shall be limited to a 30% **maximum.** There are no tree requirements. Groundcovers and planting beds are encouraged.

Private Zone:Trees are encouraged but not required.

RearYard Setback: Ground cover should be used rather than turf grass.

MANSION CONDO

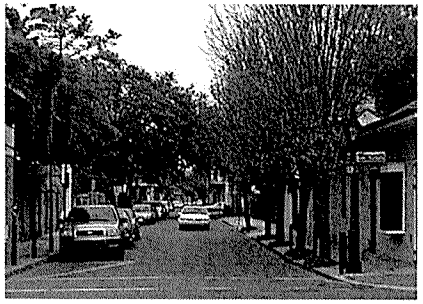
Front and Side Facade Zones:Turf grass shall be limited to a 30% maximum. There are no tree requirements. Groundcovers and planting beds are encouraged. Rear Yard Setback: Ground cover should be used rather than turf grass. Shrubs are encouraged.

LIVE/WORK

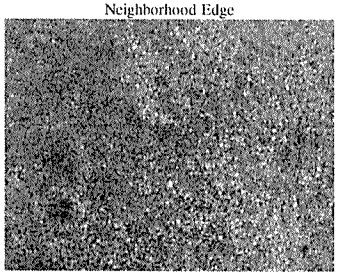
Landscaping with this building type is limited to the planting strip and street trees. The owner is not responsible for the landscaping.

NEIGHBORHOOD CENTER

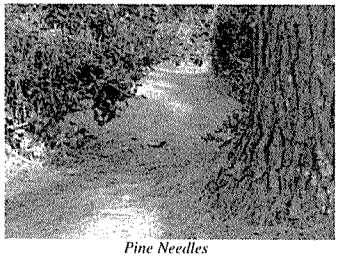
Groundcovers and beds shall compose a minimum of 70% of the green space, and turf grasses should be limited to 30% or less. Paving may be entirely grouted or poured, although loose set pavers are encouraged in private yards. Evergreen groundcover or shrubbery shall be planted in the 30" zone adjacent to the sidewalk. Street trees are planted every 30', and occur between the sidewalk and curb. All street trees shall be of the same species and cultivar.



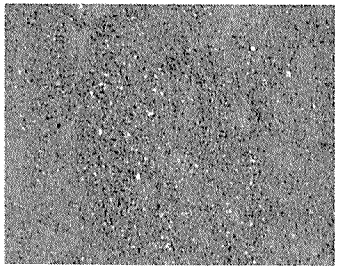
Neighborhood Edge



Hollywood Drive

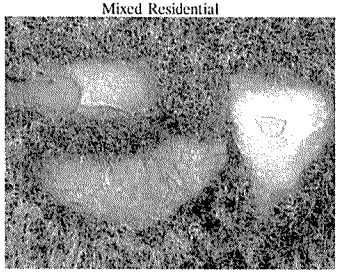


Pine Needles

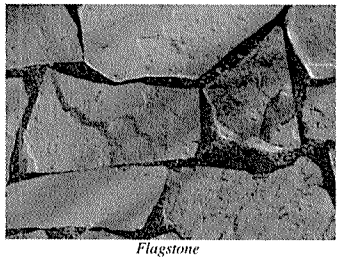


Crushed Stone

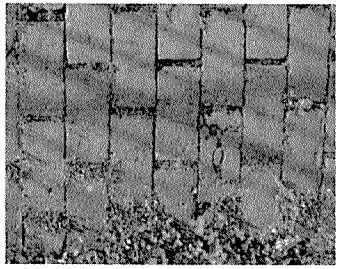
Mixed Residential



Flagstone in grass

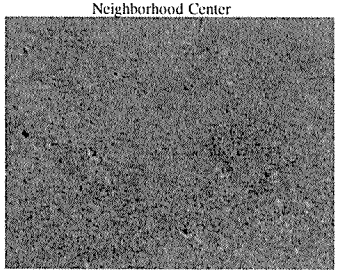


Flagstone

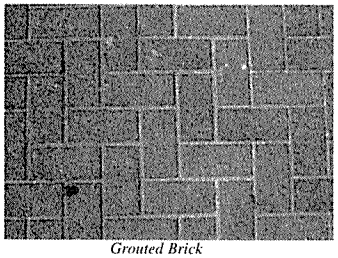


Brick Pavers

Neighborhood Center



Poured Concrete



Grouted Brick

Stamped Concrete

SURFACES

Paved areas should be kept to an absolute minimum in T3, limited in T4, and abundant in T5. As the sector of the Transect becomes more urban, the paved surfaces increase. In T3 and T4 the use of tire strip drives and shared drives are encouraged to minimize paving. Private drives and parking pads may be poured concrete, brick or gravel, with appropriate borders. Private walkways may be concrete, brick, stone, gravel or pine straw, but must be appropriately bordered. Where paved areas are adjacent to the public right-of-way, choice of color shall be determined by what is compatible with the public area. With the exception of poured surfaces, all paving should be dry-set.

Pine Straw and Pine Bark encouraged for use not only as mulch, but also as general ground cover. They may be used for paths in Private Yards.

PLANT PALETTE

The following is a list of plant materials, which are suggested for their compatibility in the overall character and theme and will perform well in this climate. This list is to be used as a reference and other plant materials

LARGE

Live Oak	Cypress	Tulip Tree
Willow Oak	American Holly	Spruce Pine
Southern Red Oak	Nuttall Oak	Southern Magnolia
Cherry Bark Oak	American Elm	Sycamore

MEDIUM

Drake Elm	Sweet Bay Magnolia	Redbud
Fringe Tree	Crape Myrtle	Leyland Cypress
Swamp Red Maple	Chinese Parasol Tree	River Birch
Pistachio	Camellia Tree	Little Gem Magnolia

SMALL

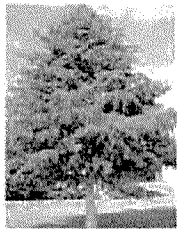
Red Bay	Saucer Magnolias	Redbud
Fringe Tree	Crape Myrtle	Leyland Cypress
Swamp Red Maple	Chinese Parasol Tree	River Birch
Pistachio	Camellia Tree	Little Gem Magnolia

ALLEY TREE RECOMMENDATIONS:

Sweet Bay Magnolia	Drake Elm	'Highrise' Live Oak
Cypress	Maples	

live oak

tulip tree



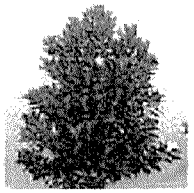
cypress tree

willow oak

sweet bay magnolia

redbud tree

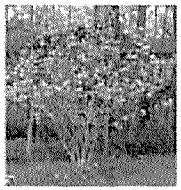
pistachio tree



little gem magnolia

english ivy

lady banks rose



confederate jasmine

clematis vine

SHRUBS

Azaleas	Pittosporum	Hydranges
Camellia	Banana Shrub	Ligustrum
Spires	Sweet Olive	Hollies
Gardenia	Mock Orange	Indian Hawthorn
Nandina	Abelina	Bottlebrush
Fatsia	Boxwoods	Japanese Yew
Viburnum	Privet	Loropetalum
Hamelin Grass	Miscanthus	

GROUND COVERS

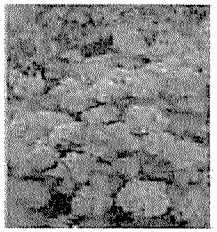
Liriope	Aspidistra	Daylily
Monkey Grass	Ardisia	Asian Jasmine
Ajuga	Asparagus Fern	Indigo
Louisiana Iris	Shore Juniper	Sedum
Ferns	Fescue	Agapanthus

VINES

Lady Banksia Rose	Confederate Jasmine	Wisteria
Fig Vine	Carolina Yellow Jessamine	Clematis
Honey Suckle	English Ivy	Sweet Potato Vine
Trumpet Vine	Evergreen Wisteria	Morning Glory

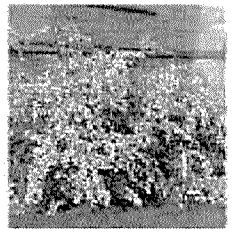
TURF GRASSES

Centipede (certified centipede recommended)
St. Augustine
Zoysia
Bermuda


hydrangea

hamelin grass

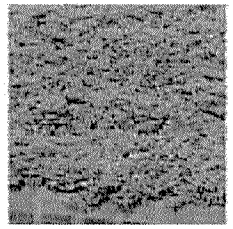
boxwoods

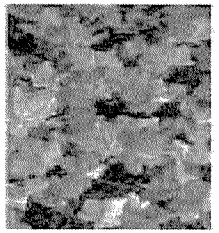

spirea

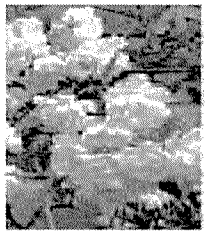
agapanthus

foxtail fern

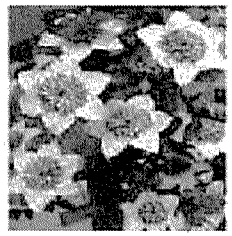
monkey grass


creeping juniper


english ivy


lady banks rose

confederate jasmine


clematis vine

ROUZAN LANDSCAPE STANDARDS

ROUZAN offers a unique opportunity for the homeowner to live in a unique traditional neighborhood development. All aspects of this development, including the landscape, are encouraged to enhance the human-scale factor and seek to create an atmosphere that feeds the soul.

To ensure that the aesthetic harmony, natural tranquility and overall property will be enhanced and preserved, a Rouzan Design Review Board (DRB) will review and approve all architectural and landscape designs and plans before implementation.

The DRB will consist of at least one professional degreed and licensed Landscape Architect to review the plans and make appropriate comments and recommendations.
It is not the intent of these guidelines to create a development where all homes look alike. It is the opinion of the DRB that design variety and diversity of design can be obtained within these guidelines. For this reason, the DRB will review all designs, plans and construction for:

1) Primary site design issues.
2) Sensitivity to landscaping and surroundings.
3) Excellence in architectural and landscape design.
4) Minimal landscape requirements are used or exceeded.

1) **PRELIMINARY PLAN SUBMITTAL** - The Rouzan Design Review Board (DRB) highly recommends the property owner submit preliminary landscape/hardscape drawings for review. A preliminary design review does not constitute final approval on any aspect of the design. After approval of the preliminary drawings the owner may proceed and submit final drawings when they are ready.
   a) The preliminary plan shall be of sufficient detail to show the overall landscape design intent for the property. The plan shall include plant material placement and proposed walks, courtyards, pools, decking, driveways, fences, and drainage swales and/or subsurface drainage and related elements.
   b) Landscape/Hardscape plans should be submitted and reviewed along with the final architectural plan review in order to avoid any unnecessary delay and expense.

2) **FINAL LANDSCAPE PLAN SUBMITTAL**
   a) The landscape plans should be submitted with the Final Plan Submittal. If the owner requests to have them submitted at a later date, notice should be given at the time architectural construction drawings are submitted. Landscape plans may be submitted at a later date provided they are approved prior to driveway construction. If Landscape plans are submitted at a later date, the subsequent review will be subject to an additional Design Review Fee.
   b) Two sets of landscape/hardscape plans shall be submitted.
   c) Drawings shall be at a minimum scale 1" = 20'.
   d) Show footprint of house.
   e) Show all existing trees on site.
   0 North arrow and lot/filing number.
   g) The landscape plans shall show the proper name, size, spacing, location and quantity of all plant materials, as well as an accurate plant list.
   h) A complete set of planting specifications for bed preparation, sodding and installation shall also be included.
   i) Show final placement of all landscape elements such as driveway, mailbox, walks, patios, walls, fountains, pool, fencing, decks, etc. with appropriate spot elevations, and wall and fencing heights.
   j) The landscape plan shall also show the final grading and drainage for the lot. This should be achieved by showing contour lines and/or adequate spot elevations for both surface and subsurface drainage.
   k) Provide screening details and construction details for all appropriate items.

3) **PLANTING REQUIREMENTS** - The DRB will work with the Owner and may alter requirements depending on the materials selected in relationship to the overall appearance. Landscaping of the individual homes in Rouzan should reflect and enhance the original character of the neighborhood.

   Landscaping and the building of driveways or fencing within utility servitudes is permissible, but it is the responsibility of the owner if in the future there is a need to remove same for access to such utilities.

   Existing trees are very important to the visual character and quality of life in Rouzan. While it is inevitable that some trees will be removed to accommodate houses and site development, that removal shall be done by approved professionals after written approval for the specific tree to be removed.

General Requirements for Homeowner:

a) One (1) 4" caliper tree per 3,000 square feet of lot area. All numbers shall be rounded up to the next whole number.
b) A minimum of 50% of all planting requirements shall be installed in front yard. Corner lots are considered to have two front yards, therefore 1/3 of the requirements goes in each area.
c) All non planted or paved areas shall be sodded in the front and side yards.
d) All a/c compressors, utility boxes, gas meters and pool equipment must be visually screened from the street and public viewing. Details shall be submitted with the landscaping plan for approval.
e) All planting to be used as screening must be evergreen planting.
f) For those lots backing on existing neighborhood developments (i.e. Sweetbriar), the rear yard area shall have at least two (2) three inch caliper evergreen tree per fifty (50) linear feet and all planted within the landscape buffer along the back fence (as required in the TND).
g) All lots up to a width of sixty (60) feet are required to have forty (40) three (3)-gallon shrubs to be planted in the front yard area.
h) All lots over a width of sixty (60) feet are required to have a minimum of sixty (60) three (3)-gallon shrubs with in the front yard area.
i) All gazebos, pigeonniers, arbors, or architectural landscape features shall relate to the design of the home in both form and material. Details and locations must be submitted for approval by the DRB prior to construction.
j) Any landscape features such as fountains which will be visible by the public shall be reviewed and approved by the DRB.
k) The front yard shall be adequately landscaped in the initial installation as approved by the DRB.
l) All planned future enhancement and phasing must be approved by the DRB prior to installation.
m) Installation of planting work shall be performed by a single firm specializing in landscape and planting work. Contractor shall be licensed by the National Association of Nurserymen, shall possess an agricultural certificate, shall be a licensed pest applicator, and shall have not less than 5 years of experience in this type of work.
n) Any lots thirty-five (35) feet wide or larger shall have one (1) 4" caliper tree planted in rear yard adjacent.
o) Any lots less than thirty-five (35) feet wide are required to have shrubs in rear yard.

The requirements may be altered by the DRB depending on size of material and overall appearance.

4) **LANDSCAPE INSTALLATION AND COMPLETION**

a) All landscape areas must be completed prior to occupancy by the homeowner.
b) If the owner moves in or occupies the home prior to the completion of the front landscaping, a fine of $100/ day will be assessed.
c) In addition, landscape deposit check shall be provided by owner to the homeowners association. If work is not completed within 30 days of occupancy, the association will use the deposit check to complete minimal landscape. If work is complete on time, the deposit check will be returned to the owner.
d) Complete sodding of all front yard areas contiguous to streets is required. Corner lots are considered to have two front yards along the streets and must be sodded. All lake lot rear yards shall also be sodded to control runoff and to maintain the overall aesthetics of the lake. Certified centipede, Zoysia, or St. Augustine sod is recommended. With the exception of corner lots and lots contiguous to the lake, side and rear yards may be sprigged, plugged, sodded or seeded as indicated on the landscape plans.
e) All landscape architects and contractors shall follow Louisiana Nursery Specifications and Standards.

5) **FINAL REVIEW** - After landscape/hardscape installation and construction are complete, a final review of the project must be obtained from the DRB. Final review approval must be obtained prior to release of any deposit(s) and owner move in.

6) **CONSTRUCTION RESTRICTIONS** - All grading shall be subject to the jurisdiction of the DRB and considered individually for each home site. Recommendations or demands will be based upon individual site location, terrain, soil conditions, vegetation, drainage, proposed cuts and fills and any other conditions the DRB determines will impact the site grading.

Absolutely no grading whatsoever shall be permitted without first obtaining written authorization from the DRB.

7) **DRAINAGE** - Water runoff for each individual building site must be handled by adequately sloping all areas so that no surface drainage shall be allowed to drain to any adjacent properties. Water runoff and control is the responsibility of each lot owner.

8) **POOLS, THERAPY POOLS AND SPAS** - Pool and equipment enclosures must architecturally relate to the residence and other structures in their placement, mass and detail. They also should be screened or treated so as not to distract adjoining property owners because of noise or view. Pools must be completely enclosed by security fencing and gates meeting the safety requirements of East Baton Rouge Parish codes/ordinances and these guidelines. All pools and/or spas design must be submitted to the DRB for review and approval prior to installation and/or construction.

9) **EROSION CONTROL** - It will be the responsibility of the homeowner to properly install and maintain around the entire lot appropriate silt and sedimentation control measures prior to construction. The sediment and erosion control fencing shall remain until existing vegetation erosion has stabilized the soil to prevent erosion and silt from leaving the site.

10) **ACCESSORY BUILDINGS** - Cabanas, pergolas, pigeonniers and other utility buildings shall conform to all building setback lines and restrictions. The location and orientation of these structures shall be considered by the DRB as they relate to the views of surrounding houses. All accessory buildings must be submitted to the DRB for review and approval prior to installation and/or construction.

11) **UTILITY AREAS** - Appropriate fencing, screening or landscaping must visually screen utility yards, garbage areas, air conditioning units, utility boxes, gas/electrical meters, pool equipment and other unsightly elements. Details shall be submitted for approval with the landscape plans. The appropriate material must be as high as the objects to be screened. If plant materials are used, they must be evergreen and have the variety and spacing to achieve a solid screening effect.

12) **LANDSCAPE MAINTENANCE**
   a) Commercial chemical fertilizers, pesticides or herbicides are prohibited Residential type fertilizers approved by the DRB will be allowed.
   b) Each homeowner is responsible to keep the property reasonably maintained, including the residence, driveway, garage and alley areas. It shall be in a clean and orderly manner at all times, and the owner is responsible for the costs associated with said maintenance and any repairs necessary.
   c) The homesites shall be mowed at all times and free from trash, debris, and weeds. If weeds or grass grow in excess of 6" or trash is allowed to collect on the lot that is considered unsightly; the homeowners association shall notify the lot owner of the condition. They lot owner shall resolve the issue immediately. After two weeks if the homeowner does not comply, the association will have the work performed and require reimbursement of such costs, as well as, reasonable attorney fees incurred, if necessary.
   d) Dead, diseased, or damaged trees on any lot which may create a hazard to any person or property shall be promptly addressed and removed if needed. If this is required to be done by the homeowners association due to inaction on the home or lot owner, a bill will be submitted along with any cost of collection to the owner for immediate payment.
   e) Lot owners shall keep lots mowed and maintained at all times. If the lot becomes unsightly, the homeowners association will have the work done by a professional company and a bill will be submitted along with any cost of collection to the owner for immediate payment.

13) **FENCES OR WALLS** - Fences or walls along property lines that are in view of the public shall be metal, wood or masonry to match the architecture and finishes of the house. Fences along the rear of property may be wood. Plans and details for the proposed fence or wall shall be submitted to the DRB for review and approval prior to installation and/or construction. Visual examples of proposed styles and materials are required.

14) **FRONT WALKS**
   a) Front walks shall be a minimum of 48" wide.
   b) Layout to be approved by DRB prior to installation.
   c) Visual examples of proposed design and materials are required.

15) **LANDSCAPE MATERIALS**
   a) Topsoil: provide new topsoil for fine grading and all planting beds which is fertile, natural sandy loam, free of suboil, clay, lumps, weeds, and other litter. It shall be free of roots, stumps, stones, or concrete pieces larger than two (2) inches in any dimensions.
   b) All structural soils, toxic, and contaminated soils that would be considered harmful to plant growth shall be removed.
   c) Planting soil mixes shall be appropriate for the specific species to be installed.
   d) Planting palettes are provided; however, alternative plant materials may be submitted on the landscape plans for approval by the DRB prior to installation.
   e) All planting and materials shall conform with ANSI Z60.1, "Standard for Nursery Stock".

16) **LANDSCAPE LIGHTING** - Exterior lighting is permitted and must be approved by the DRB prior to installations

EXHIBIT "F"

COMMERCIAL DESIGN REVIEW PROCEDURES

EXHIBIT "F"

COMMERCIAL DESIGN REVIEW PROCEDURE

Section 1. Design Review Procedure.

Each design for the construction of any Major Improvement on a Commercial Lot in Rouzan ("**Design**") will be subject to the approval of the Design Review Board ("**DRB**") in accordance with the following Design Review Procedure ("**Procedure**"). All references to Improvements contained herein shall be Major Improvements.

Section 2. Definitions.

Unless otherwise defined herein, all capitalized terms used in this Procedure have the meaning ascribed to them in Appendix A of the Commercial Declaration. Defined terms will be given their common and ordinary meanings when they appear uncapitalized in the text. Undefined terms will be given their common and ordinary meanings pursuant to custom and industry parlance.

Section 3. Approved Architect or Design Professional.

Owners shall retain the services of a qualified architect or design professional that is approved by the DRB pursuant to Section 5.4b of the Commercial Declaration for Design preparation. The DRB reserves the right to deny approval of any architect or design professional in its sole discretion. The list of approved architects and other design professionals shall be maintained by the Commercial Association in the registered office of the Commercial Association and those lists shall be available for review by Owners during regular business hours of the Commercial Association. The approval process for architects or design professionals that are not currently approved by the DRB is contained in Section 5.4d of the Commercial Declaration.

Section 4. Design Review Fees.

A nonrefundable review fee ("**Review Fee**"), made payable to the Association, is required for the following:

a) Design Review: for the construction of an Improvement on a Lot, due upon submission of Schematic Design Phase submittal to the DRB.

b) Pool Plan Review: for the construction of a pool, however there shall be no additional Review Fee if a pool plan is submitted with a Design for the construction of a Building on a Lot.

c) Landscape Review: for the review of all submitted plans for the landscape plan of an Improvement, due upon submission of Schematic Design Phase submittal to DRB.

d) Revisions: for each review of a revised Design required by the DRB, due upon submission of the revised Design to the DRB.

e) Abbreviated Design Review, for each Abbreviated Design Review pursuant to Exhibit G of the Commercial Declaration, due at submittal to the DRB.

The Review Fee Schedule is attached as Appendix A. Fees are subject to change at the sole discretion of the DRB. If the DRB requires corrections or changes to Designs and the Designs must be re-submitted, there is an additional Review Fee for each re-submittal. Should Designs repeatedly (more than once) require correction, re-submittal and review, the DRB may impose additional Review Fees at its discretion. Continual and excessive consultation may result in an additional Review Fee or new application.

Section 5. Review of Designs by DRB.

The DRB shall conduct Design reviews during its regular meetings or at such other times as it deems appropriate. Provided that submittal materials are complete, the DRB will respond within 30 days of the submittal. If a response is not issued within that period, the submittal shall be deemed **denied**.

Results of reviews will not be discussed over the telephone by members or representatives of the DRB with Owners, architects, designers or Contractors. Any response an Owner wishes to make in reference to the DRB's review notice must be addressed to the DRB in writing. It is the intent of the DRB to enforce all provisions of the Guiding Principles; however the following will be of particular concern:

a) Lot usage and Setbacks;

b) Preservation of natural landscape;

c) Building heights, massing and roof design;

d) Exterior use of materials;

e) Exterior colors compatible with the natural environment;

f) Site development, grading and drainage;

g) Encroachment or development within the water and drainage ways;

h) Landscape plan and exterior lighting;

i) Design integrity and visual strength; and

j) Improvements on adjacent Lots, particularly adjacent views into private courtyards and coordination of vehicle access conflicts.

Section 6. Orientation Meeting.

a) Purpose. Before preparing Schematic Designs for any project, it is mandatory that the Owner and architect or designer meet a DRB representative at the Lot to identify the Setbacks and discuss the proposed Design and building requirements in Rouzan ("**Orientation Meeting**"). An appointment for an Orientation Meeting shall be made in advance. First-time Contractors in Rouzan are required to attend the Orientation Meeting. Contractors that have previously built in Rouzan are not required, but are encouraged, to attend. The purpose of the Orientation Meeting is to offer guidance prior to initiation of the Schematic Design Phase and to establish any Lot restrictions. To prepare for this meeting, see the Orientation Meeting Agenda in Appendix B.

b) Additional Restrictions. The DRB may identify certain trees, terrain and view corridors on certain Lots, and other features that must be protected or retained. The DRB representative will cooperate with the Owner or Owner's representative to determine what additional restrictions, if any, are required to properly develop the Lot while protecting natural features. Final Lot restrictions are not established until this meeting has taken place, and the DRB has notified the Owner, in writing, of any additional restrictions or conditions.

c) Pre-approved Design. If an Owner is using a Pre-approved Design (as defined below) an Orientation Meeting is encouraged but not required.

Section 7. Phase I - Conceptual Design Meeting.

It is recommended that Owner(s) meet with the DRB to discuss the conceptual Design of the Improvement in order to avoid unnecessary costs and delays and to ensure that Owners are planning and designing their Improvements consistent with the requirements of the Declarations and the Guiding Principles ("**Conceptual Design Meeting**"). The DRB will meet with the Owner prior to the Schematic Design Phase described in Section 8 below to assess the Schematic Design of the Improvement. The Conceptual Design Meeting is optional and shall be at the Owner's discretion. There shall be no fee for a Conceptual Design Meeting; however an Owner is limited to one Conceptual Design Meeting per Improvement constructed on a Lot.

If an Owner chooses to participate in the Conceptual Design Meeting, two copies of the following materials shall be provided to the DRB on a 24" x 36" plan roll (if applicable):

1) Completed Design Review Application attached hereto as Appendix C.

2) Site plan.

3) Building elevations: 4 sides preferred; 2 sides minimum (front and courtyard elevations) (1/8" or 1/4" scale).

4) Floor plan (1/8" or 1/4" scale).

5) Auxiliary elements/key Design features (i.e., water features, Garden Walls, Fences, etc.).

6) Any other items agreed upon during the Orientation Meeting.

Any materials required by this Procedure shall be submitted to:

Rouzan Design Review Board
c/o Design Committee Coordinator
402 N Fourth St.
Baton Rouge, LA 70802

Section 8. Phase II - Schematic Design Phase.

When the schematic design of the Improvement ("**Schematic Design**") is complete, Schematic Designs shall be submitted to the DRB ("**Schematic Design Phase**"). No review will commence until all the following materials and any supplemental materials and information have been submitted:

a) Completed Design Review Application

b) Design Review Fee (See Section 4, Appendix A)

c) Two (2) hard copy sets of Schematic Designs or a digital format Schematic Designs. Schematic Designs must include:

1) Map including Lot number.

2) Site plan (1/8" scale min.), showing the entire Lot, location of the proposed Setbacks, Building, landscape zones and all other improvements, driveways, parking area, utility line extensions, existing and proposed topography, proposed finished floor elevations, all trees of 6-inch caliper or greater, special terrain features to be preserved and trees (6-inch caliper or greater) to be removed.

The site plan must include the following area calculations: total air-conditioned area, total non-air-conditioned interior area (parking garages, storage, etc.), total outdoor porch/patio/deck area, total area of driveways, parking, interior sidewalks and other paving, and total area under roof. The site plan must include a separate calculation showing the total disturbed area in square feet and as a percentage of the gross lot area.

3) Floor and roof plans (scale 1/4" = 1' min) showing proposed finished floor elevation.

4) All exterior elevations (front elevation 1/4" scale, rear and sides 1/8'' scale) showing both existing and proposed grade lines, diminished grade-to-ridge heights and roof pitch.

5) Material outlines describing all exterior materials and colors for all exterior elevations.

6) Landscape plan, including plant bedding surround materials/details (1/8" min., however same scale shall be used as on the site plan).

7) Prospective renderings, (if available).

8) All red-lined plans from the Conceptual Design Meeting Phase (if applicable) and revisions showing annotated alterations.

9) Zoning variance documentation (if applicable).

10) Common elements / key features; waterfalls, Garden Walls, Fences, entries, etc.

11) All other items agreed upon in the Conceptual Design Meeting Phase (if applicable).

Section 9. Schematic Submittal Review by DRB.

After receipt of a complete package of the documents referenced in Section 8 above, the Schematic Design submittal of the Owner will be deemed complete. The DRB will then review the Schematic Design and respond in writing within thirty (30) days of submittal. If the DRB does not respond to the Owner within the time period, then the application shall be deemed **denied**. The DRB may extend the review period at its sole discretion.

Section 10. Schematic Submittal Response.

The DRB will approve the Schematic Design submittal with or without conditions and corrections ("**Schematic Design Approval**") or will disapprove the Schematic Design submittal and provide an explanation. Any response an Owner may wish to make regarding the results of the Schematic Design review must be addressed to the DRB in writing. Approval of a Schematic Design submittal will be considered valid for one (1) year from the date of approval. The submittal to the DRB will be considered abandoned if a Final Design is not submitted in that period, and the Owner will be required to restart the Procedure at the Schematic Design Phase if the Design becomes active again, subject to new application fees.

The DRB, in its sole discretion, may determine that the Schematic Design submittal is adequate to meet the criteria required for a Final Design submittal and may issue Final Design Approval for the Owner's submittal of the Design to East Baton Rouge Parish for a building permit.

If a Schematic Design submittal is disapproved by the DRB, the Owner may change or correct the materials and re-submit subject to a new Review Fee.

Section 11. Phase III – Final Design Phase.

After Schematic Design Approval, and when a Final Design of the Improvement is complete ("**Final Design**"), the following documents are to be submitted for final review ("**Final**

Design Phase"). DRB review will not begin until the submittal is complete. The following items must be submitted:

a) An updated Design Review Application, if requested.

b) Two (2) hard copy sets of the Final Design or a digital format Final Design. The Final Design must include:

1) Map including Lot number.

2) Detailed site plan (1/8" scale min.), showing the entire Lot, location of the Improvement, Setbacks, all other improvements, driveway including contours or topographical indications, parking areas, existing and proposed topography, finished floor elevations, all special terrain features to be preserved, trees to be removed, all utility sources, trenches and connections, site walls, etc.

Site plan must include: finished contour lines, general drainage patterns, and foundation and roof drainage piping (unless these are shown elsewhere in plans). Site plan must include the following area calculations: total air-conditioned area, total non-air-conditioned interior area (parking garages, storage, etc.), total outdoor porch/patio/deck area, total area of driveways, parking, interior sidewalks and other paving, and total area under roof. The site plan must include a separate calculation showing the disturbed area in square feet and as a percentage of the gross Lot area.

3) Complete working drawings, suitable for building permit (1/4" = 1' min) or as required by East Baton Rouge Parish including: floor plans, foundation plans, floor framing, roof plans, window sections (including details for head, jamb and sill), porch sections (including specifics for post and beam detailing), details, etc.

4) All exterior elevations (front elevation 1/4" scale, rear and sides 1/8" scale) showing both existing and proposed grade lines, dimensioned grade-to-ridge heights, roof type and pitch.

5) Common elements / key features; waterfalls, Garden Walls, Fences, entries, etc.

6) All other items agreed upon by the Owner and the DRB in the Schematic Design Phase

7) Materials Binder, (8.5" x 11" binder with samples of finish materials)

8) Landscaping plan (1/8" min., however same scale shall be used as on the detailed site plan.) including the types, sizes and locations of all existing and new plant material, decorative surfacing or groundcover, ornamental objects, and changes to topography. Plan must note how plant materials will be irrigated. An inventory of new plant materials by type and size, summarizing total numbers of each type and size, should be included in the plan.

9) Exterior rendering(s) of all sides of the Improvement, if applicable. Renderings must reflect the character, architectural detailing, building presentation and colors of the Improvement.

10) Drainage design for culverts, headwall, bridges or other drainage structures including colors and building materials.

The DRB may also require other supplemental information or materials as may be deemed necessary by the DRB. If any supplemental information or materials are required by the DRB, they must be submitted or completed for the Final Design submittal to be considered complete.

Section 12. Final Design Review by DRB.

Only after receipt of a complete package of final documents (and any supplemental materials required by the DRB) is the Final Design submission complete. The DRB will review the Final Design and respond in writing within thirty (30) days after a complete submittal. If the DRB does not respond within the time period, then the application shall be deemed **denied**. The DRB, at its sole discretion, may extend the review period.

Section 13. Final Design Approval Meeting.

The DRB will approve the Final Design submittal with or without conditions and corrections ("**Final Design Approval**") or will disapprove the Final Design submittal and provide an explanation. Any response an Owner may wish to make regarding the results of the Final Design review must be addressed to the DRB in writing.

A Final Design that received Final Design Approval is a "**DRB-approved Final Design**". Final Design Approval will be considered valid for one (1) year from the date of approval.

The submittal will be considered abandoned if Work is not commenced in that one (1) year period. The Owner will be required to restart the Procedure at the Schematic Design Phase and the DRB shall require a Review Fee for resubmittal. For the purposes of this clause, the project will be considered commenced when excavation of the Lot begins.

If a Final Design submittal is disapproved by the DRB, the Owner may change or correct the materials and resubmit after payment of an additional Review Fee.

Section 14. Pre-Approved Design.

a) After Final Design Approval such Design shall be deemed a "**Pre-Approved Design**". Subsequent use of a Pre-Approved Design is subject to an Abbreviated Review Process. After a Pre-Approved Design has received DRB approval to proceed with construction pursuant to this Section 14, construction of said Pre-Approved Design shall be subject to the construction requirements of Sections 16 through 21 contained herein.

b) Abbreviated Design Review Submittal Requirements.

1) A map with Lot number.

2) A completed Application for Abbreviated Design Review attached hereto as Appendix C.

3) A Review Fee in the amount noted in the Fee Schedule, payable to the Association.

4) Two (2) copies of the following:

A. A site plan showing entire Lot, including boundaries, Setbacks, vegetation impacted by the proposed Improvement, and the proposed Improvement itself.

B. Copies of the Pre-Approved Design with references to other Lots where the Pre-Approved Design has been previously constructed and a schedule of any proposed changes to the exterior façade or landscaping plan for the Improvement.

C. Materials Binder.

D. Exterior rendering(s) of all sides of the Improvement (if, applicable). Renderings must reflect the character, architectural detailing, building presentation and colors of the Improvement.

c) Review by DRB. The DRB will review the Pre-approved Design submittal and respond in writing within 10 days after a submittal is complete. If the DRB does not respond within the time period, then the application shall be deemed **denied**. The DRB may extend the review period in its sole discretion.

Section 15. Owner May Submit for Building Permit.

After Final Design Approval or approval of a subsequent use of a Pre-approved Design by the DRB, the Owner may submit for a building permit from East Baton Rouge Parish. Securing a building permit is the responsibility of the Owner and/or the Contractor. Construction documents submitted to East Baton Rouge Parish (working drawings and specifications) are to be consistent with the DRB-approved Final Design or Pre-Approved Design, as applicable. Construction shall not commence until all of the above requirements are satisfied and written approval is obtained from the DRB.

Section 16. Pre-Construction Conference.

Before construction begins, it is mandatory that the Owner, Owner's representative, or Contractor meet with the representative of the DRB to discuss the Guiding Principles, Construction Site Rules and Regulations and site conditions. At this conference the Owner, the Owner's representative or Contractor must submit:

a) The Construction Compliance Deposit; and

b) A written construction schedule, showing the breakdown and duration of the construction period.

Section 17. Construction Compliance Deposit.

Prior to commencing any construction activity on a Lot, a Construction Compliance Deposit in the amount of five thousand dollars ($5,000) must be submitted to the DRB as security for the project's full and faithful performance in accordance with its DRB-approved Final Design and all applicable laws, rules, regulations and other requirements of any applicable Governmental Authority, as well as the Construction Site Rules and Regulations. The Construction Compliance Deposit shall be placed in an escrow account for the benefit of the Association. Upon completion of construction, the Construction Compliance Deposit will be returned to the Contractor less (i) applicable inspection fees as set forth in Appendix A, and (ii) any fees and fines levied due to Construction Site Infractions. It is recommended that the Owner and the Contractor share the burden of the Construction Compliance Deposit to ensure both parties are accountable.

Section 18. During Construction.

a) Commencement of Construction. The Owner shall satisfy these conditions and begin the construction of any Improvement pursuant to the DRB-approved Final Design within one (1) year from the date of such approval. If the Owner fails to begin construction within this time period, any approval given shall be deemed revoked unless the time for such commencement is extended in writing by the DRB.

b) Construction Phase. Construction will be deemed to have commenced when excavation of the Lot begins ("**Construction Phase**"). Construction must proceed in a continuous manner through the completion of the Improvement. If construction ceases for a period greater than forty-five (45) days, the DRB may require that either construction immediately resume or that the Lot be returned to its natural condition. The Construction Compliance Deposit may be forfeited if either alternative is not achieved within forty-five (45) days of written notice to the Owner by the DRB, unless completion is delayed due to causes beyond the reasonable control of the Owner, such as an event of force majeure, hurricane, act of God, fire, explosion, extraordinary flood or similar occurrence (but not including reasonably foreseeable weather conditions), upon the approval of the DRB.

c) Owner's Responsibilities. The Owner, the Owner's representative or Contractor must:

1) Stop work and notify the DRB of any exterior changes to the Design and/or materials. All modifications to the Design shall require review and approval by the DRB prior to re-commencement of construction;

2) Request inspections from East Baton Rouge Parish and from the DRB when ready; and

3) Complete construction of any Improvement according to the submitted construction schedule, or in any event within eighteen (18) months after commencing

construction (subject to an extension of up to six (6) additional months if approved of in advance by the DRB), unless completion is delayed due to causes beyond the reasonable control of the Owner, such as an event of force majeure, hurricane, act of God, fire, explosion, extraordinary flood or similar occurrence (but not including reasonably foreseeable weather conditions).

d) Failure to Complete Construction. If the Owner fails to complete construction within eighteen (18) months and fails to obtain an extension from the DRB, the DRB shall have the right (but not the obligation) to either have the exterior of the Improvement completed in accordance with the DRB-approved Final Design (subject to the provisions of subsection (e) below) or have the Improvements removed, with all DRB expenses incurred to be reimbursed to the DRB by the Owner. The DRB may also impose a fine of $200 per day upon the Owner until the Improvements are completed or removed. In addition to any other remedy available to the DRB, the Owner shall forfeit the balance of the Construction Compliance Deposit.

e) Association's Rights. In the event the Owner fails or refuses to complete the Improvements, the DRB may enter and complete the construction and the cost thereof shall become an Individual Lot Assessment against the Owner's Lot. The Individual Lot Assessment may be converted into a lien against the property and may be foreclosed upon as provided by law.

Section 19. Inspections.

The DRB requires multiple inspections during the Construction Phase. Some inspections will be required to be performed by a licensed surveyor, at the Owner's sole expense. The purpose of these periodic inspections is to verify the project remains consistent with the DRB-approved Final Design. Conformance with the DRB-approved Final Design will be the responsibility of the Owner and their representatives and consultants, including but not limited to, architects, engineers, project managers, Contractors and job superintendents. Any and all elements of the Final Design which the Owner desires to change during construction require submittal for review by the DRB. At a minimum the following five (5) inspections shall occur during the Construction Phase:

a) Inspection No. 1 - Improvement Location and Setback Inspection (Licensed Louisiana State Surveyor required). When the slab formwork is in place, but before the slab is poured, the Owner or their representative will hire a certified Louisiana state surveyor to verify the forms are in the exact location, both vertically and horizontally, as indicated on the DRB-approved Final Design. Only plans bearing the DRB stamp are DRB-approved and shall be the only Designs to be referenced throughout the Construction Phase. Once the formwork location is verified, the surveyor will draft a letter stating that the forms are in the correct location per the DRB-approved Final Design. The letter will be typed on the surveyor's company letterhead and will be signed and stamped with his or her seal. The Owner or their representative will provide all of the certifications to the DRB for review and approval.

b) Inspection No. 2 - Framing and Building Height Verification. This inspection verifies compliance with the DRB-Approved Final Design regarding the framing of the overall Improvement to include any and all accessory structures. This inspection will occur prior to the application of windows or finish materials, including but not limited to, paint, stucco, brick,

hardy plank, etc. This inspection will verify the correct number and size of window and door openings, accurate form of the overall structure, accurate size of the structure and correct measurements of wall length and heights as indicated on the DRB-approved Final Design.

c) Inspection No. 3 - Roof, Exterior Finishes/Trim and Paint Patch Inspections.

1) Roof. Roof shape, pitch and roofing materials shall be inspected in the field in order to verify approved form, color and material. Owners must call the DRB for an inspection before "stacking" roof materials.

2) Exterior Finishes/Trim. Exterior finishes shall be inspected and verified against the Materials Binder submitted during the Final Design Phase. If changes are made or materials substituted from the DRB-approved Materials Binder, Owner must submit said changes to the DRB for approval prior to application. Failure to do so may result in removal of the material if it is not in compliance with the DRB-approved Final Design, Material Binder and/or the Guiding Principles.

3) Paint Patch. 20'x20' foot paint patches are to be applied in order to view all of the exterior colors in natural light. All trim colors are to be applied as close to the paint patch as possible in order to see how they blend with both the environment and the main body color of the Improvement. Owners must call the DRB when the paint patch and trim colors have been applied. Final approval of the paint palette is determined by a field review conducted by the DRB Coordinator. Full structure painting prior to DRB review and approval of the paint palette is done at Owner's sole risk and Owner may be responsible for the cost of all necessary corrective action.

d) Inspection No. 4 – Landscape Inspections. Three (3) landscape inspections will be made with the landscape contractor and the landscape architect, or representative, on the Lot.

1) Rough grading and drainage system inspection.

2) Plant material and placement, (confirmation of plant species, quantity, size and placement will be made before planting). Location and arrangement of headboards and special amenities will be inspected at this time.

3) Final landscape inspection, irrigation system and coverage, grass sod and seeding, ground cover and flower detailing, vine training, landscape lighting, etc. will be examined at this time. It will be the Contractor's responsibility to call for these inspections at the proper time and coordinate with the DRB Coordinator.

e) Inspection No. 5 – Final Inspection, Design Conformance. After completion of the landscape inspections, DRB inspections will be made to determine if the Improvement has been built according to the DRB-approved Final Design and/or any DRB-approved revisions. If construction is found to be in compliance, a notice to that effect will be issued to the Owner. This inspection will be made in order to close out the project with the DRB and will be conducted in conjunction with the official handover to the Commercial Association or appropriate subdivision association. This notice will not be provided until any/all outstanding Review Fees have been paid and/or until all compliance deposits have been reconciled.

f) Periodic Field Inspections. Throughout the entirety of the project the DRB retains the right to periodically review site conditions for cleanliness and conformance to the DRB-approved Final Design as well as conformance to the Rouzan Construction Standards and Code of Conduct. This includes but is not limited to; building locations, architectural elevations, building materials, finishes, landscaping, appropriate site cleanliness and staff compliance to the site standards as well as all other items previously-approved during the Procedure and Construction Phase.

Section 20. Subsequent Changes.

Changes during construction to a DRB-approved Design shall be promptly submitted to the DRB for approval. The DRB may require removal or reconstruction of unapproved changes. Significant additions to an approved project require DRB approval through the usual Procedure. The Abbreviated Review Process in Exhibit G to the Commercial Declaration may be utilized for changes of a more limited nature.

Section 21. Final Inspection by East Baton Rouge Parish.

The Owner, the Owner's representative, or Contractor shall make all arrangements for final inspections by East Baton Rouge Parish, and receive a certificate of occupancy. Owner shall not occupy any Improvement prior to receipt of the certificate of occupancy from East Baton Rouge Parish and written DRB final inspection. If an Owner occupies an Improvement on a Lot prior to receipt of the certificate of occupancy from East Baton Rouge Parish and written DRB final inspection, the DRB may fine the Owner after providing the Owner notice and an opportunity to be heard. Violations of this section are subject to the imposition of a $200 per day fine.

APPENDIX A

REVIEW FEE SCHEDULE

ROUZAN

DESIGN REVIEW APPLICATION
FEE INFORMATION

Property Owner Name: _____

Property Address: _____ Subdivision: _____ Lot: _____

Signature (Property Owner): _____

TYPE OF CONSTRUCTION	ESTIMATED FEE/DEPOSIT AMOUNT	TOTAL
Commercial Building Construction Includes construction of all new structures. Must be submitted with application	**NONREFUNDABLE** ___ 0 to 5,000 Square Feet. $1,500.00 ___ 5,001 to 10,000 Square Feet. $2,000.00 ___ 10,001 to 20,000 Square Feet. $2,500.00 ___ 20,001+ Square Feet. $4,000.00 **REFUNDABLE** ___ $5,000.00 Construction Deposit	
Pool / Accessory Structures **Includes construction of all pools and/or detached accessory structures.** Must be submitted with application	**NONREFUNDABLE** ___ $250.00 Review and Inspection Fee	
Landscape/Hardscape **Includes construction of all landscaping/hardscaping.** Must be submitted with application	**NONREFUNDABLE** ___ $250.00 Review and Inspection Fee	
Material Staging Must be submitted upon or before receipt of building permit	**REFUNDABLE** ___ $1,000.00 Construction Deposit	
REVIEW FEE TOTAL		

*An additional $100 fee will be assessed for EACH revision submission required by the Rouzan Design Review Board.

The above fees are estimates and are subject to change based on field conditions and/or costs incurred. Please make checks payable to: **Engquist-Rouzan Commercial Development, LLC** *and remit to* **402 North 4th Street, Baton Rouge, LA 70802.**

FOR INTERNAL USE ONLY: _____ Fees, Inspections _____ Refundable Deposits

APPENDIX B

ORIENTATION MEETING AGENDA

On-site attendance required by the Owner, Owner's architect or designer and DRB representative. First-time Contractors in Rouzan are required to attend. Contractors who have previously built in Rouzan are not required, but are encouraged, to attend.

1. Owner's objectives
2. Design Review Procedures
    a. Schematic Design
    b. Landscape Design
    c. Design Review Procedure
3. Standard lot restrictions
4. Lot usage and Setbacks
5. Building orientation
    a. Garage, garage doors
    b. Parking
6. Design integrity and visual strength of project – exterior appearance
    a. Building heights
    b. Use of natural materials
    c. Colors compatible with the natural environment
    d. Exterior lighting
    e. Patios, decks, porches, walls and fences
7. Preservation of natural growth
    a. Identify natural features to be protected or retained
    b. Fire wise and landscaping considerations
8. Site development, grading, drainage and/or waterways
9. Driveway, culvert, headwalls, and address sign
10. Utility and services lines, meters
11. On-site systems.
12. Establish final Lot specific restrictions

APPENDIX C

DESIGN REVIEW APPLICATION

ROUZAN

DESIGN REVIEW APPLICATION
CONTACT INFORMATION & STATEMENT OF UNDERSTANDING

Owner Information:

_____ Lot _____
Owner's Name

_____
RouzanAddress

_____
Current Mailing Address

_____
Daytime Telephone Number(s)

Architect Information:

_____ _____
Architect's Name License Number

_____
Business Name and Address

_____
Daytime Telephone Number(s)

Contractor Information:

_____ _____
Contractor's Name License Number

_____
Business Name and Address

_____
Daytime Telephone Number(s)

The undersigned hereby acknowledges receipt and full understanding of the Rouzan Design Standards, Construction Standards, and Code of Conduct.

Owner's Printed Name	Owner's Signature	Date
Architect Printed Name	Architect Signature	Date
Contractor's Printed Name	Contractor's Signature	Date

ROUZAN

DESIGN REVIEW APPLICATION
SUBMITTAL INFORMATION & DESIGN CONTENT

Property Owner Name: _____

Rouzan Address: _____ Lot: _____

REVIEW CRITERIA:

Every application presented to the Rouzan Design Review Board is given full and careful review, with consideration given for the site and requested amenities. Each submission is judged on its own merits. What may be acceptable for one submittal or lot may not apply to another.

SUBMITTAL DESCRIPTION: (Circle One)

CONCEPTUAL PRELIMINARY FINAL

Date of Submittal: _____

Details: _____

_____

DESIGN AND LOT INFORMATION:

Proposed Architectural Vernacular: _____

Lot Dimensions (Length & Width) Lot Square Footage

Front / Rear Yard Setbacks Side Yard Setbacks

Total Building Square Footage Livable Square Footage

Number of Bedrooms Number of Baths

The undersigned has verified that the above information is accurate and truthful representations of the property submitted for review.

_____	_____	_____
Owner's Printed Name	**Owner's Signature**	**Date**

ROUZAN

DESIGN REVIEW APPLICATION

DESIGNATED POINT OF CONTACT

The intent of this alternate point of contact is to expedite the resolution of design and construction delays and violations in the absence of the property owner.

Property Owner Name: _____

Rouzan Address: _____ Subdivision: _____ Lot: _____

IN MY ABSENCE, PLEASE CONTACT THE DESIGNATED REPRESENTATIVE LISTED BELOW:

_____

Name & Company

_____

Daytime Telephone Number

Please cc on all correspondence.

Please cc on: _____

_____

Name & Company

_____

Daytime Telephone Number

Please cc on all correspondence.

Please cc on: _____

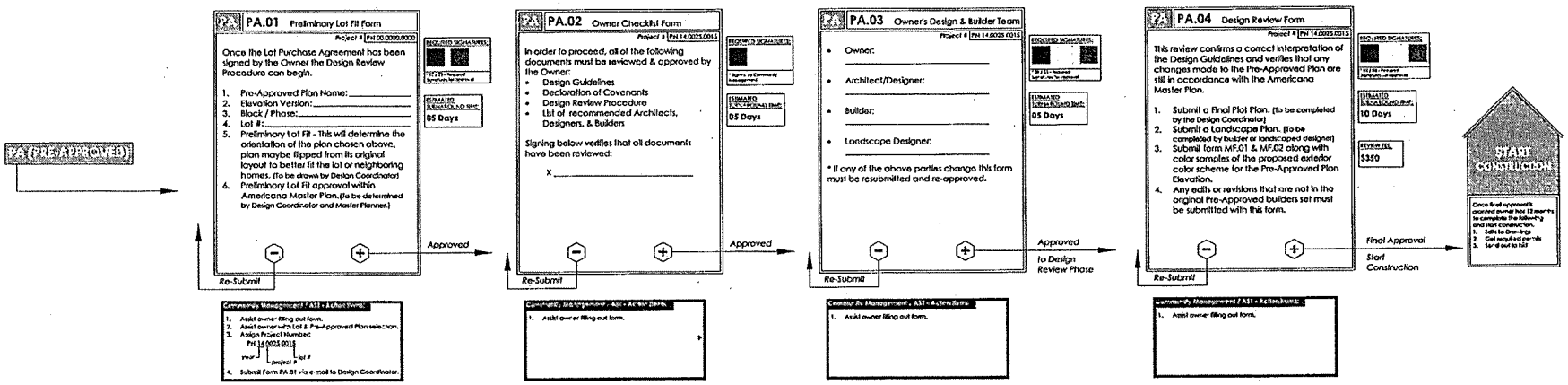
My designated representative may be contacted to resolve any compliance or submittal issues regarding the above-referenced property. This includes issues related to the design and construction of my home, Rouzan Design Review Board inquiries, trash pick-up, staging of materials, concrete approval issues, access to property queries, etc. My designated representative may also receive and distribute submittal materials on my behalf.

_____	_____	_____
Owner's Printed Name	**Owner's Signature**	**Date**

- **MASTER PLANNER**
  (Steve Oubre)
- **COMMUNITY MANAGEMENT**
- **DEVELOPER**
  (Charles Landry, John Engquist)

DRP (Design Review Procedure) - PA

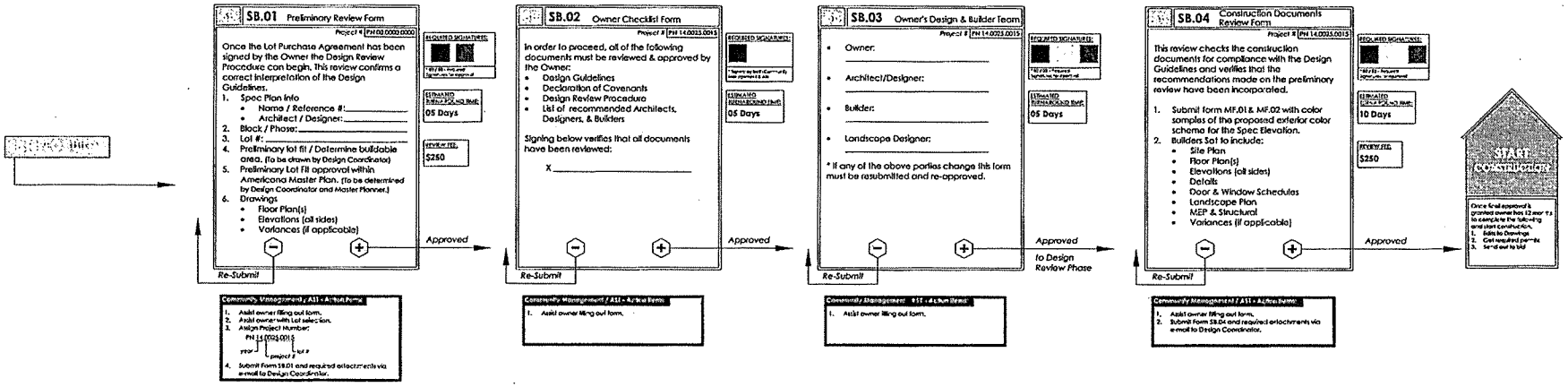
PA (PRE-APPROVED) - A plan that has been pre-selected by Rouzan and has been designed to reflect the Design Guidlines.



MASTER PLANNER
(Steve Oubre)
COMMUNITY MANAGEMENT
DEVELOPER
(Charles Landry, John Engquist)

DRP (Design Review Procedure) - SB

SP (Spec Build) - A plan that has been pre-selected by Rouzan but has already been designed and has a set of Construction Documents.



MASTER PLANNER
(Steve Oubre)
COMMUNITY MANAGEMENT
DEVELOPER
(Charles Landry, John Engquist)

DRP (Design Review Procedure) - CB

CB (Custom Build) - A plan that has been specifically design for an Owner on a specific lot and will not be rebuilt.

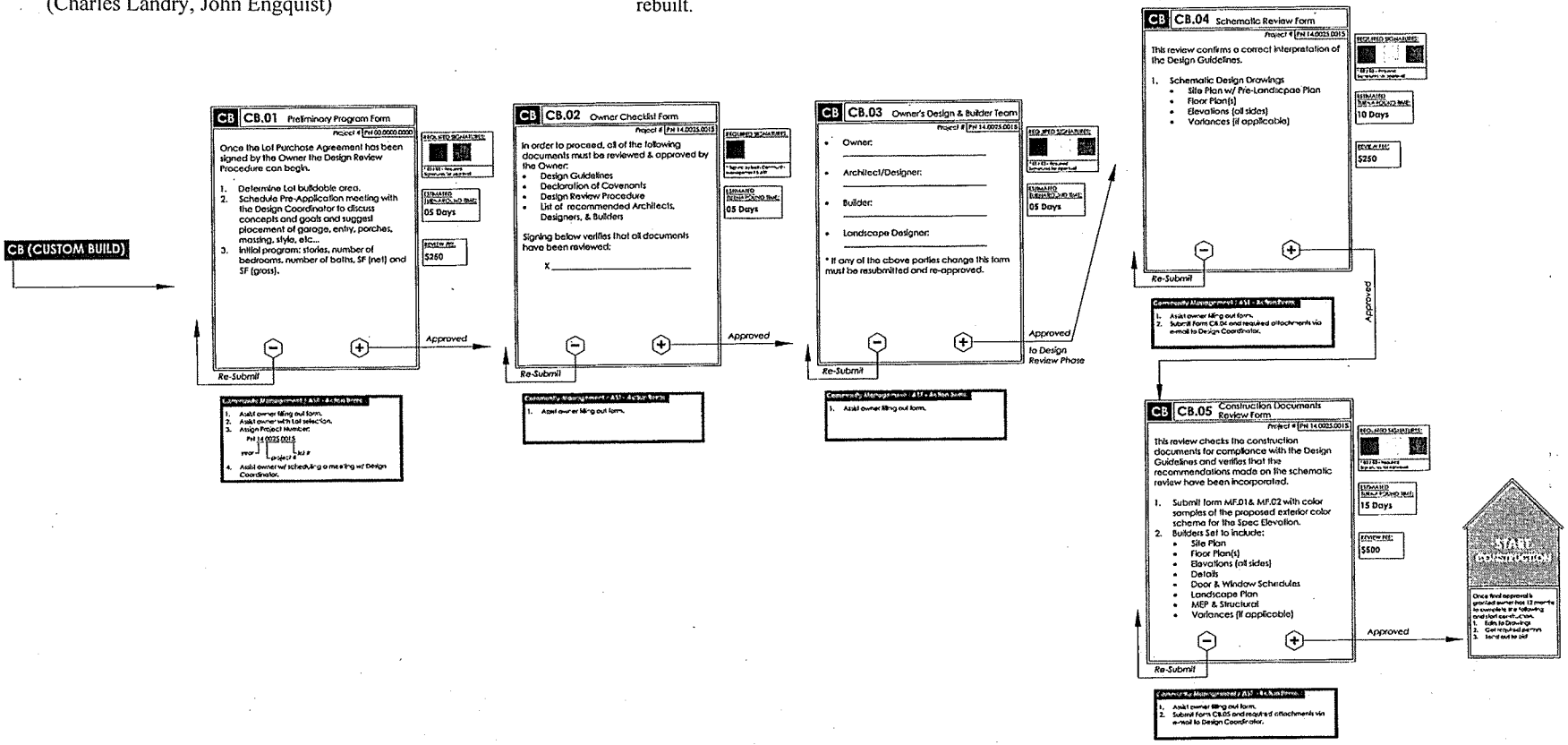


EXHIBIT "G"

ABBREVIATED DESIGN REVIEW PROCEDURE

EXHIBIT G

ABBREVIATED DESIGN REVIEW PROCEDURE

Section 1. **Abbreviated Design Review for Small Projects**.

The Declaration requires all visible exterior Improvements be approved by the Design Review Board ("**DRB**"), regardless of scale. The DRB has adopted an Abbreviated Review Process ("**Process**") to assist Owners to make Minor Improvements. The DRB may empower an architectural representative or another representative of the DRB to issue approvals under this Section. All references to the term "Improvement" herein shall refer to Minor Improvements.

Materials required by these Procedures shall be submitted to:

Rouzan Design Review Board
c/o Design Committee Coordinator
402 North 4th Street
Baton Rouge, LA 70802

Section 2. **Scale of Project**.

At the sole discretion of the DRB, the Process may be used for Improvements that meet all the following criteria:

a) The proposed Improvement is completely in compliance with this Process,

b) The proposed Improvement will have minimal impact on adjacent Lots,

c) The proposed Improvement does not require a building permit, and

d) The total cost of the proposed Improvement is less than $15,000.

Cumulative small projects will be denied and the Owner will be directed to the formal Design Review Procedure for Major Improvements.

Section 3. **Abbreviated Design Review Pre-Design Discussion**.

To obtain approval for a proposed Improvement, Owners or their representatives or Contractor must call or write the DRB representative to describe the Improvement and determine if the Improvement may be suitable for the Process.

Section 4. **Abbreviated Design Review Submittal Requirements**.

Having determined that the project meets the criteria for the Process, the Owners or their representatives or Contractor must then submit:

a) A completed Application for the Process, attached hereto as Appendix A.

b) Review fee in the amount noted in the Fee Schedule, payable to the Association, attached hereto as Appendix B.

c) Two (2) copies or an electronic version of the following:

(i) A site plan showing entire Lot, including boundaries, Setbacks, all existing Buildings and Major or Minor Improvements, vegetation impacted by the proposed Improvement, and the proposed Improvement itself.

(ii) Details of the proposed Improvement as common sense would dictate: written descriptions, floor plans, working drawings, sketches, diagrams, cut-sheets, etc.

At the DRB's sole discretion an engineering certification may be required demonstrating that the proposed Improvement does not impact established grading and drainage patterns for Rouzan.

Section 5. Review by DRB Representative.

The DRB (or a duly appointed representative of the DRB) will review the submittal and respond in writing within fifteen (15) days after a submittal is complete. If the DRB representative does not respond within the time period then the application shall be deemed approved, however, the DRB, in its sole discretion, may extend the review period.

The DRB representative may:

a) Issue an approval;

b) Request more information, and respond within fifteen (15) days of receiving that information;

c) Require that the Improvement(s) be re-submitted through the usual Design Review Procedure for Major Improvements; or

d) Disapprove the proposed Improvement(s), in which case the Owner shall still have the right to re-submit through the standard Design Review Procedure for Major Improvements.

APPENDIX A

APPLICATION FOR ABBREVIATED DESIGN REVIEW

ROUZAN

DESIGN REVIEW APPLICATION
CONTACT INFORMATION & STATEMENT OF UNDERSTANDING

Owner Information:

_____ Lot _____
Owner's Name

_____
RouzanAddress

_____
Current Mailing Address

_____
Daytime Telephone Number(s)

Architect Information:

_____ _____
Architect's Name License Number

_____
Business Name and Address

_____
Daytime Telephone Number(s)

Contractor Information:

_____ _____
Contractor's Name License Number

_____
Business Name and Address

_____
Daytime Telephone Number(s)

The undersigned hereby acknowledges receipt and full understanding of the Rouzan Design Standards, Construction Standards, and Code of Conduct.

Owner's Printed Name	Owner's Signature	Date
Architect Printed Name	Architect Signature	Date
Contractor's Printed Name	Contractor's Signature	Date

ROUZAN

DESIGN REVIEW APPLICATION
SUBMITTAL INFORMATION & DESIGN CONTENT

Property Owner Name: _____

Rouzan Address: _____ Lot: _____

REVIEW CRITERIA:

Every application presented to the Rouzan Design Review Board is given full and careful review, with consideration given for the site and requested amenities. Each submission is judged on its own merits. What may be acceptable for one submittal or lot may not apply to another.

SUBMITTAL DESCRIPTION: (Circle One)

CONCEPTUAL PRELIMINARY FINAL

Date of Submittal: _____

Details: _____

_____

DESIGN AND LOT INFORMATION:

Proposed Architectural Vernacular: _____

Lot Dimensions (Length & Width) Lot Square Footage

Front / Rear Yard Setbacks Side Yard Setbacks

Total Building Square Footage Livable Square Footage

Number of Bedrooms Number of Baths

The undersigned has verified that the above information is accurate and truthful representations of the property submitted for review.

_____	_____	_____
Owner's Printed Name	**Owner's Signature**	**Date**

ROUZAN

DESIGN REVIEW APPLICATION

DESIGNATED POINT OF CONTACT

The intent of this alternate point of contact is to expedite the resolution of design and construction delays and violations in the absence of the property owner.

Property Owner Name: _____

Rouzan Address: _____ Subdivision: _____ Lot: _____

IN MY ABSENCE, PLEASE CONTACT THE DESIGNATED REPRESENTATIVE LISTED BELOW:

_____

Name & Company

_____

Daytime Telephone Number

Please cc on all correspondence.

Please cc on: _____

_____

Name & Company

_____

Daytime Telephone Number

Please cc on all correspondence.

Please cc on: _____

My designated representative may be contacted to resolve any compliance or submittal issues regarding the above-referenced property. This includes issues related to the design and construction of my home, Rouzan Design Review Board inquiries, trash pick-up, staging of materials, concrete approval issues, access to property queries, etc. My designated representative may also receive and distribute submittal materials on my behalf.

_____	_____	_____
Owner's Printed Name	**Owner's Signature**	**Date**

APPENDIX B

REVIEW FEE SCHEDULE

ROUZAN

DESIGN REVIEW APPLICATION
FEE INFORMATION

Property Owner Name: _____

Property Address: _____ Subdivision: _____ Lot: _____

Signature (Property Owner): _____

TYPE OF CONSTRUCTION	ESTIMATED FEE/DEPOSIT AMOUNT	TOTAL
Commercial Building Construction Includes construction of all new structures. Must be submitted with application	**NONREFUNDABLE** ___ 0 to 5,000 Square Feet. $1,500.00 ___ 5,001 to 10,000 Square Feet. $2,000.00 ___ 10,001 to 20,000 Square Feet. $2,500.00 ___ 20,001+ Square Feet. $4,000.00 **REFUNDABLE** ___ $5,000.00 Construction Deposit	
Pool / Accessory Structures **Includes construction of all pools and/or detached accessory structures.** Must be submitted with application	**NONREFUNDABLE** ___ $250.00 Review and Inspection Fee	
Landscape/Hardscape **Includes construction of all landscaping/hardscaping.** Must be submitted with application	**NONREFUNDABLE** ___ $250.00 Review and Inspection Fee	
Material Staging Must be submitted upon or before receipt of building permit	**REFUNDABLE** ___ $1,000.00 Construction Deposit	
REVIEW FEE TOTAL		

*An additional $100 fee will be assessed for EACH revision submission required by the Rouzan Design Review Board.

The above fees are estimates and are subject to change based on field conditions and/or costs incurred. Please make checks payable to: **Engquist-Rouzan Commercial Development, LLC** *and remit to* **402 North 4th Street, Baton Rouge, LA 70802.**

FOR INTERNAL USE ONLY: _____ Fees, Inspections _____ Refundable Deposits

EXHIBIT "H"

CONSTRUCTION STANDARDS & CODE OF CONDUCT

EXHIBIT "H"

CONSTRUCTION STANDARDS AND CODE OF CONDUCT

Section 1. **General**. The following Construction Standards & Code of Conduct ("**Construction Standards**") have been formulated for both the safety of all personnel associated with the Work as well as to maintain a clean and professional environment in which to construct the highest quality development possible. Capitalized terms used herein but not defined shall have the meaning set forth in **Appendix A** of the Commercial Declaration.

Section 2. **General Code Of Conduct**

1) Adherence to all of the following Construction Standards and Conduct Codes is mandatory while on the site of the Work ("**Work Site**").

2) All Contractors, sub-contractors, vendors and visitors to the Work Site shall conduct themselves in a professional and courteous manner at all times.

3) Offensive and/or vulgar language is prohibited. Violations for continued offenses may result in the individual or individuals being escorted off of the Work Site and the involved parties may be banned from working on the Work Site permanently.

4) Mutual respect and common courtesy is to be given to all personnel on the Work Site at all times.

5) When approaching the Work Site in a vehicle, the radio must be at a reasonable level as to comply with all municipal noise abatement policies and codes.

6) While on the Work Site, music must be kept at a reasonable level as to comply with all municipal noise abatement policies and code. Music or programming that uses offensive and/or vulgar language is prohibited.

7) Alcohol and illegal drugs are prohibited on site. Intoxicated persons or persons who appear to be under the influence of drugs or alcohol will be escorted off site and may be banned from working on the site permanently.

8) All contractors, sub-contractors, vendors and trades must adhere to all OSHA regulations regarding "**PPE**" (personal protective equipment) as well as any safety requirements particular to the trade/activity being performed by a that particular individual or trade.

Section 3. **Dress Requirements**

The following dress requirements ("**Dress Requirements**") pertain to all Contractors, sub-contractors and vendors while on the Work Site. Personnel are required to maintain a professional appearance and demeanor at all times while on the Work Site.

1) Shirts must be worn at all times. Shirts or other types of clothing with language or images that can be considered profane, vulgar or offensive are not permitted on the Work Site. Long sleeve and short sleeve shirts are permitted.

2) Long pants are preferred, however shorts are acceptable provided they are no shorter than mid-thigh and they provide the minimum protection factor for the specific task you are performing.

3) Torn or ragged clothing will not be allowed.

4) Sandals, thongs or any open-toed shoes are not permitted.

5) Any employee of trade vendors working on or visiting any Work Site will be required to wear an Occupational Safety and Health Administration ("OSHA") approved hard hat or OSHA approved task specific PPE at all times while on site during all phases of construction from foundation through the completion of the Work.

Failure to comply with the Dress Requirements listed above could result in being removed from the Work Site immediately. Continued failure to comply with the above stated Dress Requirements could result in permanent removal from the Work Site.

Section 4. <u>Construction Approval(s)</u>

Prior to the commencement of any Work, the Owner and Contractor must have in their possession a signed copy of DRB-approved Final Design and written notice to proceed. It is the responsibility of the Owner and Contractor to verify and to build to the DRB-approved Final Design. Any and all recommended plan changes or modifications must be approved by the DRB prior to implementation.

Prior to construction, the Owner and Contractor must read this document in its entirety and provide a copy to all of their sub-contractors and vendors in order for everyone associated with the Work to understand the rules and regulations of the Work Site. The DRB will require that the Owner and Contractor provide a signed copy of the Construction Standards stating their understanding of all obligations set forth for the Owner, Contractor and their sub-contractors.

Section 5. <u>Signage</u>

No signage, balloons, billboards or advertising of any kind is authorized on the Work Site unless approved by the DRB. The DRB has approved signage for installation on Lots that are under construction within Rouzan. The sign may be placed on the Lot no sooner than the date of DRB-approved Final Design, but no later commencement of construction activity. No other signage will be allowed on the lot or within Rouzan, without prior approval by the DRB. All sub-contractors signs required by East Baton Rouge Parish will be posted on the back of the approved construction sign. The name of the authorized vendor of the approved sign can be obtained from the DRB upon request.

Section 6. <u>Construction Hours Of Operation</u>

Spring/Summer Hours: March - November

Staging of equipment & personnel on the Work Site will begin no earlier than 6:30 a.m., Monday – Friday / 7:30 a.m., Saturday.

Start of construction activity will commence no earlier than 7 a.m., Monday – Friday / 8 a.m., on Saturday.

Stop construction activity no later than 6 p.m., Monday – Friday / 5:30 p.m. Saturday.

Work Site cleanup will consist of one (1) hour from the time construction activity stops.

Off Site: All construction personnel are to be off of the Work Site no later than 7 p.m., Monday – Friday / 6:30 p.m., Saturday.

Fall/Winter Hours: December – April

Staging of equipment & personnel – Same as Spring/Summer Hours.

Start of construction activity – Same as Spring/Summer Hours.

Stop construction activity no later than 5 p.m., Monday – Saturday.

Work Site cleanup will consist of one (1) hour from the time construction activity stops.

Off Site: All construction personnel are to be off of the Work Site no later than 6 p.m., Monday – Saturday.

Any local ordinance(s) limiting the above stated work hours shall take precedence over the requirements listed above.

Section 7. Condition of Work Site / Trash

1) Trash – Each individual working or conducting business on the Work Site is responsible for picking up and discarding his or her personal and work related trash so as to leave the work area, Building, Lot and Work Site completely free of such debris. Contractors and vendors shall pick up, discard and at all times keep the work place free of all personal and work related trash generated by its employees, vendors and/or suppliers. Such trash shall be placed in appropriate covered receptacles / dumpster provided by Owner / Contractor. No trash dumpsters or receptacles shall be stored on the Streets of Rouzan without the permission of the Association, in its sole discretion. Personal trash is considered to be such items as discarded cans, bottles, containers, food wrappers, paper plates/cups, cigarette butts, unconsumed food or food scraps, or any other trash of a "personal" nature.

2) General Work Site Cleanliness – Contractor shall leave the Work Site broom clean and straightened after each day's work.

Section 8. Parking

Parking areas for Contractor, subcontractors, consultants and all general construction personnel and vendors will be determined prior to any Work beginning on the Work Site and shall be approved by the DRB. All vehicular traffic and parking will be done so in conformance with the Louisiana Vehicle code.

No parking of any vehicles is allowed on finished drives or sidewalks. Parking may be assessed and re-assessed throughout the entirety of the project at the discretion of the DRB. Parking arrangements will be based on safety, impact to the project, Work Site and impact to the surrounding area.

Section 9. Street Traffic

All Contractors, sub-contractors and vendors shall abide by the posted speed limits in Rouzan. Failure to abide by the posted speed limits could result in being removed from the Work Site immediately. Continued failure to comply with the posted speed limits could result in permanent removal from the Work Site.

Section 10. Volume Control / Noise Abatement

All Contractors, sub-contractors and vendors will keep the volume down on any radios or other musical devices to a level that will not interfere with normal conversation nor be heard from beyond the property line of the Work Site. All pertinent local and Parish ordinances apply.

Section 11. Damages

The Owner is responsible for any damages caused on the Work Site and as such will be billed for any necessary repairs if the Owner does not rectify the issue in a timely fashion. Written notice will be provided to alert the Owner of the infraction and the Owner will be provided the appropriate time to rectify the issue prior to the use of any Construction Compliance Deposits.

Section 12. Visitor Policy

Visitors to the site will be discouraged due to safety considerations. Contractor will maintain a visitor register, and visitors will be required to sign the register. Contractor will ensure that visitors wear appropriate safety equipment. Visitors or inquiries from the press or news broadcasters will be referred to the DRB. Unattended minors are not permitted on the Work Site at any time.

Section 13. General Communication

All communication between all personnel, regardless of trade or position, will be done so in a professional, businesslike manner. Communication regarding any Design, construction or conduct related issue throughout the life of the project will be between the DRB and the Owner and their designated representatives, as applicable. The Owner may designate a representative who the DRB can communicate with at the Owner's written request. However the DRB or its representatives reserve the right to communicate directly with the Contractor and their trades during the Construction Period in order to relay any safety, conduct or construction concerns.

When possible the DRB or its representatives will make every attempt to only speak to sub-contractors and vendors in the presence of the Contractor.

Section 14. Hazardous Communication

Contractors, subcontractors and vendors must remain aware of any potential hazards affecting them while on the Work Site regardless of who is responsible for controlling the hazards. Any and all potential and perceived hazards to personnel, the public, equipment and the Work Site itself must be communicated immediately to a supervisor or manager. Examples of hazards include, but are not limited to; spills, trip hazards, improperly used or stored equipment and materials, electrically charged equipment or materials, injuries, potentially dangerous animals, such as bees, snakes, alligators etc. It is the responsibility of the person who initially identifies the hazard to communicate it to his supervisor, manager, the DRB or a DRB representative. Failure to do so may potentially cause further harm. Once the hazard is properly communicated to a supervisor or manager, corrective action is to be taken immediately in order to maintain the safety of all persons in the area.

Section 15. Smoking

No smoking will be allowed in any Building, under construction or otherwise, at any time. Smoking is to take place in designated areas or outside of the Building structure envelope. Persons smoking should be aware of their safety and the safety of others, including the surroundings and potential hazards when smoking, such as flammable liquids and materials, equipment and vegetation. All cigarette butts should be discarded in the proper receptacles, free of combustible materials.

Section 16. Quality Assurance

The Owner and Contractor have the ultimate responsibility for the quality of the Work and ensuring that all Work meets all Design and specification requirements.

Section 17. Heat Stroke.

1) Heat Exhaustion/Heat Stroke. Heat exhaustion and heat stroke can cause serious injury or even death. Workers should err on the side of caution at all times. Between the months of May and September, the temperature can reach above 100 degrees Fahrenheit. It is important that all personnel on the Work Site stay well hydrated at all times. It is recommended that you drink approx. 16 ounces of water before beginning work and up to 1 to 2 cups every 20 minutes, for a total of 1 to 2 gallons per day in strenuous conditions. It is also recommended employees decrease intake of coffee and caffeinated soft drinks during working hours.

2) Symptoms of Heat Exhaustion and Heat Stress.

a. Sluggishness or fainting while standing erect or immobile in heat.

b. Profuse tiny raised red blister-like vesicles on affected areas, along with prickling sensations during heat exposure.

c. Painful spasms in muscles used during work (arms, legs, or abdomen); onset during or after work hours.

d. Fatigue, nausea, headache, giddiness; skin clammy and moist; complexion pale, muddy, or flushed; may faint on standing; rapid pulse and low blood pressure; oral temperature normal or low. Red, hot, dry skin; dizziness; confusion; rapid breathing and pulse; high oral temperature.

3) Field Treatment. If you feel any of the Symptoms of Heat Exhaustion or Heat Stress STOP working immediately and tell someone.

a. Move to cooler area. Rest lying down.

b. Cool rapidly by soaking in cool– but not cold water.

c. Increase fluid intake.

d. Administer fluids by mouth. Seek medical attention.

e. If the individual's condition does not improve quickly call for medical attention IMMEDIATELY.

Section 18. Personal Security And Crime Prevention

While on the Work Site if you are a witness or the victim of a crime, an accident or suspicious or threatening circumstances, report it to the General Contractor, manager or supervisor as soon as possible.

If you feel immediate danger or life threatening circumstances, call the Police immediately.

Keep your wallet/purse, laptop, and other valuables out of sight and in a safe location.

Always let a project member know where you are and inform a manager or supervisor of your destination if you must travel alone.

Always lock your car, even for a short absence.

While conducting your work, stay alert, become familiar with your surroundings and report any activity or circumstances that you feel are unusual and always stay in frequent contact with other project personnel.

Section 19. Incident Reporting

Upon any project incident (fire, spill, injury, near miss, death, etc.), employees shall immediately notify a supervisor, manager, Contractor or DRB Representative.

An incident report regarding the specifics of the situation will be required from the Contractor and will contain all of the pertinent information regarding the situation, to include but

not limited to; statements from persons involved, person reporting the incident, any injuries incurred, description of the incident / situation and any and all mitigating action taken.

Section 20. <u>Staging</u>

The staging of construction equipment onsite at Rouzan is permitted under the following stipulations:

1. Staging of any and all equipment, materials, fixtures, any and all building materials, tools, etc. is done so at the sole risk of the Owner and / or Owner of the items being staged. Rouzan, the Association, the DRB or any employee, representative or member of any organization or company associated with the Declarant cannot be held responsible for the loss, theft or damage of any and all items staged at the site.

2. All staging equipment must be entirely fenced in using six (6) feet high chain link fencing with tan wind screening material to obstruct views of equipment. The use of the windscreen material is to help hide equipment from view as well as create a clean, uniform appearance throughout Rouzan.

3. Staging of materials on any Lot other than the Lot owned by the constructing Owner will not be allowed, unless the Owner of the other property has granted permission in writing. The DRB must be notified in writing if the Owner / Contractor will be using a Lot other than their own to stage materials on ("**Staging Lot**"). The DRB will require a signed copy of the agreement between the Owner and the Owner of the Staging Lot. The Staging Lot must be put back exactly as it existed prior to Work beginning. The use of the constructing Owner's Construction Compliance Deposit may be used to return a Staging Lot to its original condition if the constructing Owner does not reconstruct or rehabilitate the Staging Lot once construction is completed.

APPENDIX "A"

DEFINITIONS

The following definitions apply wherever the capitalized terms appear in this Declaration.

a. **General**. All terms used in this Declaration and/or the Guiding Principles, to the extent not defined in this Declaration, shall, if those are terms used in the architectural profession and/or the construction industry, have those meanings generally described to those terms within the architectural profession and/or construction industry as applicable. The fact that a word or phrase is defined in this Declaration does not mean that such word or phrase has been used, or was intended to be used, in this Declaration or in the Guiding Principles; definitions may have been included in anticipation of the future use of such words or phrases in amendments to the Governing Documents, and/or the use of such words or phrases in Supplemental Declarations. Any definition in this Appendix A shall also be deemed to include the possessive forms of said definition.

b. **Additional Definitions**. Additional definitions for some terms used in the Master Declaration or the Guiding Principles are included therein as part thereof. In addition, unless the context otherwise requires or specifies, the words and phrases defined in this Declaration, when used in the Master Declaration and/or the Guiding Principles, shall have the meanings specified for those words and phrases, whether or not such words or phrases are capitalized when used in the Master Declaration and/or Guiding Principles.

c. **Abbreviated Review Process**. "*Abbreviated Review Process*" shall have the meaning set forth in Section 5.2.

d. **Act of Transfer**. "*Act of Transfer*" shall have the meaning set forth in Section 6.2c.

e. **Additional Annexable Property**. "*Additional Annexable Property*" shall mean any immovable property: (a) contiguous with the Declarant's Property (including without limitation any property separated from the Declarant's Property by a public street or body of water), or (b) any portion of which is within a one-half (1/2) mile radius of any portion of the Declarant's Property (including without limitation thereto any property separated from the Declarant's Property by a public street, body of water or other property).

f. **Alley**. "*Alley*" shall mean a traditional access needs at the rear of Residential Lots. Alleys are Common Roads. Other functions shall include trash removal and utility service.

g. **Alley-Loaded Lot**. "*Alley-Loaded Lot*" shall mean a Lot which is bordered on its rear Lot line (which is opposite a boundary of the Lot facing a Street) by an Alley.

h. **Allowed Architectural Typology**. "*Allowed Architectural Typology*" shall mean the approved architectural typology to be used in connection with the design and construction of a Building.

i. **Apartment**. "*Apartment*" shall mean a Dwelling not coinciding with an individual Lot such that the Lot is shared with other apartments and/or another use category.

j. **Application**. "*Application*" shall mean an application submitted to the Design Review Board for design approval by the Design Review Board of a Major Improvement.

k. **Assessment**. "*Assessment*" shall have the meaning set forth in the Master Declaration.

l. **Association**. "*Association*" shall mean either the Residential Association or the Commercial Association, as the context requires. "Associations" shall mean, collectively, the Residential Association and the Commercial Association.

m. **Association Articles**. "*Association Articles*" shall mean the Articles of Incorporation of the Commercial Association, together with all amendments and modifications to same, adopted in accordance with the laws of Louisiana, copies of which are attached as **Exhibit B** to this Declaration.

n. **Association Board**. "*Association Board*" shall mean the board of directors of an Association.

o. **Association Bylaws**. "*Association Bylaws*" shall mean the Bylaws of the Commercial Association, together with all amendments and modifications to same adopted hereafter in accordance with the laws of Louisiana, the form of the initial Bylaws, as proposed, are attached as **Exhibit C** to this Declaration.

p. **Association Members**. "*Association Members*" shall mean, as of the time of any determination, the members of an Association.

q. **Building**. "*Building*" shall mean any building constructed on any Lot. If permitted by the Guiding Principles and approved by the Design Review Board, a Building may be attached to another Building and share party walls.

r. **City-Parish**. "*City-Parish*" shall mean the consolidated government of the City of Baton Rouge, Parish of East Baton Rouge Parish.

s. **Class B Control Period**. "*Class B Control Period*" shall have the meaning set forth in Section 9.5 of the Master Declaration.

t. **Clerk of Court**. "*Clerk of Court*" shall mean and refer to the Clerk of Court and ex-officio recorder of mortgages and registrar of conveyances for the Parish of East Baton Rouge, Louisiana.

u. **Commercial Association**. "*Commercial Association*" shall mean Rouzan Commercial Association, Inc., a Louisiana nonprofit corporation, its successors and assigns pursuant to the Articles of Incorporation attached as **Exhibit B** and the bylaws attached as **Exhibit C**. The Commercial Association, whose Members are the Owners of Commercial Lots

(including Declarant), is responsible for maintaining the Commercial Commons in Rouzan and enforcing this Declaration.

v. **Commercial Association Board**. "*Commercial Association Board*" shall mean the Association Board of the Commercial Association.

w. **Commercial Commons**. "*Commercial Commons*" shall mean any Commons designated as such on a Final Plat, or the by Rouzan Council.

x. **Commercial Completion Period**. "*Commercial Completion Period*" shall have the meaning set forth in Section 5.5d.

y. **Commercial Declaration**. "*Commercial Declaration*" shall mean the "Second Amended and Restated Commercial Declaration of Covenants, Conditions, Restrictions and Servitudes", together with (i) all exhibits and attachments to same, (ii) all amendments and modifications adopted hereafter pursuant to the terms hereof, and (iii) all Supplemental Declarations filed pursuant to Section 1.2c.

z. **Commercial Lot(s)**. "*Commercial Lot(s)*" shall mean any Lot which is designated exclusively for commercial, retail or office use, including but not limited to use as commercial lodging, drive through or drive in facilities, kennels, shopping centers, commercial recreation and amusement facilities, farmers markets, offices, restaurants, services, veterinarian facilities and such other uses as allowed by the applicable zoning authority. Notwithstanding any applicable zoning or permitted uses applicable to a Commercial Lot, Declarant shall have the authority to limit or restrict the use of a Commercial Lot by stating such limitations or restrictions in the deed or act of sale for such Lot.

aa. **Commercial Tract**. "*Commercial Tract*" shall mean that certain tract of land owned by Engquist-Rouzan Commercial Development, LLC, comprising the Commercial Lots.

bb. **Commons**. "*Commons*" shall mean all immovable property within Rouzan designated for the common use and enjoyment of all Owners. "Commons" also include any Improvements on that immovable property, all servitudes and personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons (except for Common Roads) are not dedicated for use by the general public. Commons may be designated as Commercial Commons or Residential Commons if recommended by Rouzan Council and approved by the Association.

cc. **Common Roads**. "*Common Roads*" are the Streets and roads located within Rouzan which are intended for general automobile traffic. Common Roads are part of the Commons. Title to or servitudes in the Common Roads may be granted, transferred and sold to an Association. Common Roads may also be dedicated, partially or in their entirety, at any time, to the Governmental Authority for the City of Baton Rouge and Parish of East Baton Rouge Parish, Louisiana, by Declarant or an Association.

dd. **Condominium**. "*Condominium*" shall mean a residential unit located on a Residential Lot that is subject to a condominium regime pursuant to the Louisiana Condominium Act, Revised Statutes 9:1121.101 et seq.

ee. **Construction Compliance Deposit**. "*Construction Compliance Deposit*" shall have the meaning set forth in Section 9.3.

ff. **Construction Site Infraction**. "*Construction Site Infraction*" shall have the meaning set forth in Section 9.3.

gg. **Construction Site Rules and Regulations**. "*Construction Site Rules and Regulations*" shall have the meaning set forth in Section 9.2.

hh. **Contractor**. "*Contractor*" shall mean a licensed general contractor hired by an Owner to construct an Improvement on the Owner's Lot.

ii. **Days**. "*Days*" shall mean calendar days and not business days, unless expressly stated. When a time period stated herein ends on a Saturday, Sunday or day on which banks in the State of Louisiana are closed for business, such time period shall be deemed to be extended until the next business day.

jj. **Declarant**. "*Declarant*" shall mean Rouzan Commercial Development, LLC, a Louisiana limited liability company, its successors and assigns. Declarant shall also be an Owner for so long as Declarant is record Owner of any Lot.

kk. **Declarant's Property**. "*Declarant's Property*" shall mean the immovable property described in Paragraph A of the Statement of Purpose hereinabove, as further shown and described on the Final Commercial Plat of Rouzan.

ll. **Declaration**. "*Declaration*" shall mean this instrument titled "Second Amended and Restated Commercial Declaration of Covenants, Conditions, Restrictions and Servitudes", together with (i) all exhibits and attachments to same, (ii) all amendments and modifications adopted hereafter pursuant to the terms hereof, and (iii) all Supplemental Declarations filed pursuant to Section 1.2c.

mm. **Design Change Application**. "*Design Change Application*" shall have the meaning set forth in Section 5.5e.

nn. **Design Review Board**. The "*Design Review Board*" is the panel established by ARTICLE 4 of this Declaration.

oo. **Design Review Procedure**. The "*Design Review Procedure*" is the procedure adopted by Declarant setting forth each Owner's obligations prior to commencement of construction of any Improvement on a Lot.

pp. **Design Review Procedure Handbook**. "*Design Review Procedure Handbook*" shall mean the handbook provided to Owners containing the Design Review Procedure.

qq. **Dispute Resolution Procedure**. "*Dispute Resolution Procedure*" shall have the meaning set forth in Section 16.4.

rr. **Dwelling**. "*Dwelling*" shall mean and refer to any attached or detached complete Building designed or intended for use and occupancy as a residence by a single family.

ss. **Effective Date**. "*Effective Date*" is August 28, 2019.

tt. **Excluded Property**. "*Excluded Property*" means the property described on **Exhibit A-2** that is not subject to this Declaration.

uu. **Fence**. "*Fence*" shall mean a semi-transparent property edging 2'-6" to 3'-6" high, made of painted wood, ornamental iron, masonry, a combination of the above, or a hedge generally used to separate the front yard (semi-public) from sidewalk (public) area.

vv. **Final Commercial Plat of Rouzan**. "*Final Commercial Plat of Rouzan*" shall mean the Final Commercial Plat of Rouzan attached hereto as **Exhibit A**, as amended.

ww. **Final Plat**. "*Final Plat*" shall have the meaning set forth in the Master Declaration.

xx. **First Mortgage**. "*First Mortgage*" shall mean the unreleased mortgage of record encumbering a Lot which has first lien priority over all other unreleased mortgages of record encumbering such Lot.

yy. **Garage**. "*Garage*" shall mean an enclosed structure to shelter automobiles.

zz. **Garden Wall**. "*Garden Wall*" shall mean an opaque wall not exceeding seven feet in height, made of masonry, stucco, and/or ornamental steel, or a combination of the above, generally used to separate sideyards or a back yard (private) from the Street or Alley (public) area.

aaa. "**General Building Restrictions**". "*General Building Restrictions*" means the building restrictions found in ARTICLE 6.

bbb. **Governing Documents**. "*Governing Documents*" shall mean the Master Declaration, Residential Declaration, Commercial Declaration, Guiding Principles, the Rules and Regulations and Landscape Regulations.

ccc. **Governmental Authority**. "*Governmental Authority*" shall mean (i) the United States of America, (ii) the State of Louisiana, (iii) any other State of the United States of America, (iv) any political subdivision of any of the foregoing, (v) any agency, department, commission, board or bureau of any of the foregoing, and (vi) any tribunal, instrumentality or court having jurisdiction over Rouzan or any of the uses that may be made of Lots or other portions of Rouzan.

ddd. **Guiding Principles**. "*Guiding Principles*" shall mean the document titled "Rouzan Master Plan and Guiding Principles," together with all amendments and modifications to same adopted hereafter pursuant to the terms hereof as well as any subsequently adopted regulations relating to the urban design, architecture, landscape or signage permitted in Rouzan, including but not limited to the Landscape Regulations. The initial Guiding Principles contain

the Urban Regulation Instructions which are attached hereto and made a part hereof as **Exhibit H**.

eee. **Half-Way House**. "*Half-Way House*" shall mean a place where persons who have been imprisoned or incarcerated for crimes (whether felonies or misdemeanors), or confined for drug or alcohol rehabilitation, are continued under some form of supervision for the primary purpose of aiding said persons in readjusting to society following their imprisonment, incarceration, hospitalization or other form of confinement.

fff. **Index**. "*Index*" means the U.S. Bureau of Labor Statistics Consumer Price Index (All Items) for Urban Consumers- US City Average.

ggg. **Infraction Notice**. *"Infraction Notice"* shall have the meaning set forth in Section 9.4.

hhh. **Improvement(s)**. "*Improvement(s)*" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, Dwellings, Buildings, outbuildings, patios, tennis courts, swimming pools, Garages, driveways, sidewalks, walkways, Fences, walls, gates, screening walls, terraces, retaining walls, stairs, decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennae, equipment and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services, and any construction which in any way alters the exterior appearance of any Improvement, but shall not include pipes, lines, cables, meters, equipment and facilities in connection with water, sewer, drainage, gas, electric, telephone, television or other utilities or service provider in favor of whom a utility or drainage servitude has been expressly established and granted herein.

iii. **Individual Lot Assessment**. An "*Individual Lot Assessment*" is an amount assessed to and due from, an Owner of a particular Lot for charges relating only to that Lot, as provided for in the Master Declaration.

jjj. **Institute**. "*Institute*" shall mean Rouzan Institute, Inc., a Louisiana non-profit corporation, its successors and assigns. The Institute Members are, but shall not be limited to, the Owners (including Declarant), has the purpose of encouraging the arts and cultural events within Rouzan. The Institute may have one or more classes of membership.

kkk. **Institute Articles**. "*Institute Articles*" shall mean the Articles of Incorporation of the Institute, the initial form of which is attached as **Exhibit F** to this Declaration, together with all amendments and modifications to same adopted hereafter in accordance with the laws of Louisiana.

lll. **Institute Board**. "*Institute Board*" shall mean the Board of Directors of the Institute.

mmm. **Institute Bylaws**. "*Institute Bylaws*" shall mean the Bylaws of the Institute, the initial form of which is attached as **Exhibit G** to this Declaration, together with all amendments and modifications to same adopted hereafter in accordance with the laws of Louisiana.

nnn. **Lake(s)**. "Lake(s)" shall mean the lakes, ponds, and water features identified on the Master Plan and as built within Rouzan.

ooo. **Landscape Regulations**. "*Landscape Regulations*" shall mean the document titled "**Rouzan Landscape Regulations**," together with all amendments and modifications to same adopted hereafter pursuant to the terms hereof. The initial Landscape Regulations is attached hereto as **Exhibit E** to this Declaration.

ppp. **Library Assessment**. "*Library Assessment*" shall have the meaning set forth in Section 8.3a.

qqq. **Library Lot**. "*Library Lot*" shall mean the Lot purchased by the City-Parish for the exclusive use of the construction of a public library.

rrr. **Live/Work Lots**. "*Live/Work Lots*" shall mean those Lots which are designated for mixed use, with each Lot containing both commercial and residential components, including Live/Work Units.

sss. **Live/Work Unit**. "*Live/Work Unit*" shall mean a rear yard, fully mixed-use building type with one Dwelling above or behind a commercial space.

ttt. **Lot**. A "*Lot*" is the smallest parcel of land which may be separately conveyed. Lots are designated as numbered, separately identifiable parcels on a Final Plat or a subsequently recorded plat of Additional Annexable Property which will be annexed to, and included and otherwise incorporated within, Rouzan by Supplemental Declaration pursuant to Section 1.2c. Declarant may redefine Lots by combining Lots or portions of Lots and by adjusting the boundary of a Lot. Lots are designated herein as Residential Lots, Commercial Lots or Live/Work Lots.

uuu. **Lot Type**. "*Lot Type*" is the requirements and specification for each type of Residential Lot as provided in the Guiding Principles.

vvv. **Major Improvement.** "*Major Improvement*" shall have the meaning set forth in Section 5.1.

www. **Master Declaration**. "*Master Declaration*" shall mean that certain "Master Declaration of Covenants, Conditions, Restrictions and Servitudes for Rouzan."

xxx. **Member(s)**. "*Members*" shall mean each member of an Association.

yyy. **Minor Improvements.** "*Minor Improvements*" shall have the meaning set forth in Section 5.2.

zzz. **Mortgagee**. "*Mortgagee*" shall mean any Person which holds: (i) a mortgage encumbering a Lot as collateral security for the payment and/or performance of an obligation, or (ii) otherwise holds a lien or encumbrance burdening or otherwise encumbering a Lot, as collateral security for the payment and/or performance of an obligation.

aaaa. Neighborhood. "*Neighborhood*" may be defined within certain areas of Rouzan and may be further defined by Supplemental Declaration as provided in Section 1.2c. For areas in which no Neighborhoods have been defined or in which none are defined at the time of filing a Supplemental Declaration, an Association Board (if each Lot in the Neighborhood is designated for the same uses (residential, mixed use, or commercial) or the Rouzan Council (for Neighborhoods consisting of a mix of uses)) may designate Neighborhood boundaries for the purpose of Neighborhood Improvements and the making of Assessments under the Master Declaration. To the extent possible, all Lots on both sides of a Common Road shall be included within the same Neighborhood. Separate Neighborhoods may be created if the Common Road is interrupted by cross Streets, or by bodies of water or Commons wider than typical Lots on that block, or if Lots on opposing sides of the Common Road are of significantly different character.

bbbb. Neighborhood Commons. "*Neighborhood Commons*" shall mean Commons designated for the use of certain Neighborhoods.

cccc. Occupant. "*Occupant*" shall mean any Person who stays overnight in a Dwelling for more than thirty (30) Days (whether or not consecutive) in any one (1) calendar year.

dddd. Opening Day. "*Opening Day*" shall have the meaning set forth in Section 8.3a.

eeee. Owner. "*Owner*" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot. Owners shall not include any Mortgagee of such Lot.

ffff. Person. "*Person*" shall mean any individual, corporation, limited liability company, partnership, trustee, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority, government or any agency or political subdivision thereof, or any other legal form of entity.

gggg. Residential Association. "*Residential Association*" shall mean Rouzan Homeowners Association, Inc. (formerly Rouzan Neighborhood Association, Inc.), a Louisiana non-profit corporation, its successors and assigns. The Residential Association, whose Members are the Residential Owners (including Declarant), is responsible for maintaining the Commons including the Residential Commons, but excluding Commercial Commons, in Rouzan and enforcing this Declaration.

hhhh. Residential Association Board. "*Residential Association Board*" shall mean the Association Board of the Residential Association.

iiii. Residential Commons. "*Residential Commons*" shall mean any Commons designated as such on a Final Plat or by Rouzan Council.

jjjj. Residential Lot(s). "*Residential Lot(s)*" shall mean any Lot which is designated for exclusively residential use.

kkkk. Residential Owners. "*Residential Owners*" shall mean any Owner of a Residential Lot.

llll. **Right of Way**. "*Right of Way*" shall mean the area, public or private, which is reserved for general right(s) of passage. Passage for, but not limited to vehicles, vehicle storage, pedestrians/paths/sidewalks, maintenance, drainage, utilities and landscape features. Right of Way widths, public or private, may vary. Right of Way types are reflected in the Guiding Principles and may be amended at the discretion of the Declarant, Town Architect and/or the governing municipality.

mmmm. **Rouzan**. "*Rouzan*" shall have the meaning set forth in the Master Declaration.

nnnn. **Rouzan Council**. The "*Rouzan Council*" shall mean the council created by the Associations, with the duties and powers given to it pursuant to Section 10.2.

oooo. **Rules and Regulations**. "*Rules and Regulations*" shall mean the rules and regulations governing permissive and prohibited uses and behaviors within Rouzan as adopted by an Association Board pursuant to this Declaration, from time to time by such Association Board, which are applicable to the Association's Members, together with all amendments to same that may thereafter be adopted by such Association Board.

pppp. **Setback**. "*Setback*" shall mean the placement of a Building from the property line of a Lot to the exterior principal façade of said Building exclusive of allowed encroachments.

qqqq. **Side-Yard Setback**. "*Side-Yard Setback*" shall mean the minimum distance from the side property line of a Lot, which is adjacent to another Lot, to any part of the Building on the Lot as to which the Side-Yard Setback is being considered or determined.

rrrr. **Street**. "*Street*" shall mean and refer to a Common Road, and any public street or cul-de-sacs within Rouzan.

ssss. **Subsequent Phase**. "*Subsequent Phase*" shall mean any future phase of Rouzan that is an addition to or extension of Rouzan or an earlier Subsequent Phase thereof, as shown on a survey or final plat of survey of the Subsequent Phase prepared by a registered land surveyor or registered engineer, duly approved by the appropriate Governmental Authority and filed for registry with the Clerk of Court, and which future phase is declared by Declarant to be a Subsequent Phase or extension of Rouzan in an act filed of record with the Clerk of Court. Subsequent Phases shall be added in accordance with the further requirements of Section 2.2.

tttt. **Substantially Complete**. "*Substantially Complete*" shall be deemed to occur on the date a permit or certificate for occupancy of the Lot is issued by the applicable local governing authority.

uuuu. **Supervising Agency**. "*Supervising Agency*" shall mean a Governmental Authority including without limitation thereto the Sheriff of East Baton Rouge Parish, the police department for the City of Baton Rouge, the Louisiana Department of Corrections, the United States Department of Justice and the United States Marshal's Service.

vvvv. Supplemental Declaration. "*Supplemental Declaration*" shall mean any declaration which may be recorded by Declarant, or an Association in accordance with ARTICLE 1 to annex, and include and otherwise incorporate, additional immovable property to and within Rouzan.

wwww. TND. "*TND*" shall mean a traditional neighborhood development having those characteristics listed in the Statement of Purpose hereinbefore described.

xxxx. Tenant. "*Tenant*" means an Occupant, lessee, sub-lessee, tenant, sub-tenant, or resident occupying a portion of a Building pursuant to a lease, for residential, office, retail or other commercial purposes. A "Tenant" may be a tenant under the lease of a Live/Work Unit, or a tenant under a lease of commercial, retail or office space, or other Occupant of space in Rouzan under agreement or arrangement with Declarant.

yyyy. Town Architect. The "*Town Architect*" is the Person who is appointed pursuant to ARTICLE 4 of this Declaration.

zzzz. "**Urban Regulations**". "*Urban Regulations*" has the meaning set forth in Section 6.5.

aaaaa. Utility Servitudes. "*Utility Servitude*" shall mean those portions of Rouzan depicted or labeled on a Final Plat, or on any plat submitted as part of any Supplemental Declaration, as "utility servitude", "utility serv." or any similar words suggesting that such areas have been reserved for use in conjunction with any such public or private utility or service system.

bbbbb. Work. "*Work*" shall mean and refer to any construction, erection, alteration, addition, renovation or removal of Improvements on any Lot other than routine maintenance and repairs of existing Improvements.