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**MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND SERVITUDES
FOR**

ROUZAN

TRADITIONAL NEIGHBORHOOD DEVELOPMENT

**ENGQUIST-ROUZAN RESIDENTIAL DEVELOPMENT, LLC
AND
ENGQUIST-ROUZAN COMMERCIAL DEVELOPMENT, LLC**

DECLARANTS

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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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LIST OF EXHIBITS

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- EXHIBIT "A-2" – FINAL COMMERCIAL PLAT OF ROUZAN
- EXHIBIT "B" – INITIAL FORM OF ARTICLES OF INCORPORATION OF ROUZAN INSTITUTE, INC.
- EXHIBIT "C" – INITIAL FORM OF BYLAWS OF ROUZAN INSTITUTE, INC.
- EXHIBIT "D" – URBAN REGULATION INSTRUCTIONS FROM THE GUIDING PRINCIPLES
- EXHIBIT "E" – LANDSCAPE REGULATIONS

This 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 RESIDENTIAL DEVELOPMENT, LLC (Federal Taxpayer Identification No. XX-XXX9194), a Louisiana limited liability company, whose address for the purposes hereof is 7500 Pecue Lane, Baton Rouge, Louisiana 70809 (“**Residential Declarant**”); and

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 (“**Commercial Declarant**” and collectively with Residential Declarant “**Declarants**”, and each a “**Declarant**”); and

Statement of Purpose:

a. Residential Declarant owns certain lots or parcels of land as more particularly described on a map entitled “Final Residential Plat of Rouzan” (“**Residential Declarant’s Property**”), a copy of which is attached hereto as hereto as **Exhibit A-1**.

b. Commercial Declarant owns certain lots or parcels of land as more particularly described on a map entitled “Final Commercial Plat of Rouzan” (“**Commercial Declarant’s Property**”), a copy of which is attached hereto as **Exhibit A-2**, less and except that certain tract of land described as Parcel D and Tract K (collectively the Residential Declarant’s Property and the Commercial Declarant’s Property are referred to as the “**Declarants’ Property**”).

c. Declarants intend to develop a Traditional Neighborhood Development (a “**TND**”) on all or a portion of the Declarants’ 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 grocery store, recreational facility, civic buildings, and green space.

d. It is the Declarants’ 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.

e. The Declarants’ intent and expectation is that the TND developed on any portion of the Declarants’ 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.

f. The Declarants' intent and expectation is that the TND developed on any portion of the Declarants' 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.

g. Declarants establish this Declaration for this new community for the following purposes:

(1) To promote enjoyment of the natural resources of the Declarants' 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 **replace in its entirety** that certain “*Community Operating Agreement for Rouzan*” recorded with the East Baton Rouge Clerk and Recorder of Mortgages and Conveyances on October 6, 2010, at Original 994, Bundle 12273. In furtherance of the aforesaid recitals, Declarants declare that, subject to the provisions of this Declaration, they do 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 their benefit and the benefit of their respective 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. The use of the singular term “Declarant” in this Declaration shall mean either the Residential or Commercial Declarant as the context requires. A Declarant shall have the general rights provided by this Declaration related to its corresponding Association and the Commons allocated to the Association by the Rouzan Council.

ARTICLE 1 CREATION OF ROUZAN

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

Section 1.1 Purpose. Declarants intend by the recording of this Declaration to impose upon Rouzan covenants, conditions, restrictions and reservations to create a general plan of development for Rouzan and to provide a flexible and reasonable procedure for the administration, maintenance, preservation, use and enjoyment of Rouzan consistent with its intended purpose and goals. The Declarants declare that all of Rouzan shall be held, owned, encumbered, used, managed, leased, occupied, enjoyed, transferred and conveyed by Owners and Tenants subject to the reservations, restrictions, servitudes, uses, privileges, charges, Assessments, liens, terms, provisions, conditions and covenants set forth in this Declaration, all of which shall be covenants running with title to the land within Rouzan and personal covenants and obligations of, and shall inure to, the benefit of each Owner and Tenant. The purpose of this Declaration is to protect the value, desirability and appearance of Rouzan, and to ensure that the property located within Rouzan is used in a manner consistent with the overall purpose and goals of Rouzan.

Section 1.2 Binding Effect. Declarants and any and all Owners and Tenants of Rouzan shall be bound by all of the provisions of this Declaration, including without limitation all reservations, restrictions, servitudes, uses, privileges, Assessments, terms, provisions, covenants, charges, liens, privileges and conditions contained herein. Each Owner or Tenant by its ownership, use and occupancy of any property within Rouzan, agrees to abide by all of the provisions of the Governing Documents. Each contract of sale, option, cash sale, mortgage, deed of trust, lease, sublease, concession, franchise, license, servitude or other instrument with respect

to any land and Improvements within the Declarant's Property shall be deemed to have been executed, delivered and accepted subject to this Declaration and to have incorporated this Declaration by reference therein, regardless of whether any such instrument specifically incorporates this Declaration by reference therein. This Declaration shall be binding upon and shall be for the benefit of and enforceable by the Declarants and the Associations.

Section 1.3 Guiding Principles. The proposed development concept of Rouzan is contained in the Guiding Principles. Notwithstanding any other provision of this Declaration to the contrary, the Declarants, with the approval of the City of Baton Rouge or East Baton Rouge Parish (as applicable), but without obtaining the consent of any other Owner or Tenant, shall have the right to make changes or modifications to the Guiding Principles.

Section 1.4 Governing Documents. The Governing Documents create a general plan of development for Rouzan which may be supplemented by additional covenants, restrictions, and reservations applicable to particular areas within Rouzan. In the event of a conflict between or among the Governing Documents and any such additional covenants or reservations, or the provisions of any other articles of incorporation, bylaws, rules or policies governing the area within Rouzan, the Governing Documents shall control. If there is a conflict among the Governing Documents and this Declaration, the provisions of this Declaration shall control. Nothing in this Section shall preclude any Supplemental Declaration, lease or other recorded covenants applicable to any portion of Rouzan from containing more restrictive provisions than this Declaration.

Section 1.5 Subject Property. Declarants' Property shall be held transferred, conveyed and occupied subject to this Declaration.

Section 1.6 Annexation of Additional Property.

a. **By Declarants.** Each 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 respective 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. Each 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 respective 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, other than Declarants' 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 1.6, 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 a Declarant or an 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 a Declarant, or its successors, or an 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 Declarants or the Association Boards, 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. A Supplemental Declaration may also create Neighborhood advisory councils.

Section 1.7 Platted Lots. No Lots may be subdivided or separated into smaller Lots except by a 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 a Declarant or with the specific consent of the Association upon recommendation to the Design Review Board. This Section 1.7, however, shall not prohibit the recording of corrective acts or similar corrective instruments. A 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 1.8 Withdrawal of Property. A Declarant shall have the right to withdraw any portion of a Declarant's Property or Additional Annexable Property owned by a 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 a 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 1.9 Disclaimer of Representations and Implied Covenants. Declarants make 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 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 NEIGHBORHOOD DEVELOPMENT

Rouzan shall consist of multiple Neighborhoods incorporating a mix of residential, commercial and retail uses, and including public and civic areas.

Section 2.1 Neighborhood Planning. Rouzan is designed according to the Guiding Principles to obtain an overall sense of community and connectedness between Owners, Tenants, residents and the development as a whole. Each Neighborhood within Rouzan incorporates a mix of uses, while sharing common characteristics with the other Neighborhoods. Rouzan is broadly divided into “**Neighborhood Center**” and “**Mixed Residential**” and “**Neighborhood Edge**” areas. Within each of these areas, further zones are classified and defined to create each Neighborhood, resulting in more densely developed Neighborhoods in certain areas, and a less dense, more rural Neighborhoods in other areas.

Section 2.2 Neighborhood Center. The Neighborhood Center is the densest area in Rouzan. It is the focus of Rouzan’s civic buildings and social activity, incorporating retail, and office space, and denser residential units. Streets are wider with formal on-Street parking. Buildings and Improvements are built at or near the Street, reinforcing the public character of the Neighborhood Center.

Section 2.3 Mixed Residential. The Mixed Residential area focuses principally on residential uses with a minimum of other potential uses. This area is the largest district within Rouzan. Streets are narrower than those found in the Neighborhood Center area.

Section 2.4 Neighborhood Edge. The Neighborhood Edge is the least dense area of Rouzan and is exclusively residential. This area seeks to retain a rural character, with deeper setbacks along the edges of each Lot, creating a wide edge of landscaped green space along the Streets, which may be narrower than those found in the Mixed Residential area.

ARTICLE 3 COMMONS

*Certain property within Rouzan, called the “**Commons**,” is to be owned and maintained by an Association for the benefit of all Owners. As Rouzan is completed, additional property may be added to the Commons.*

Section 3.1 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. These common areas are referred to herein as the “**Commons**”.

Section 3.2 Title.

a. **Association Ownership.** 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 or the Associations 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.

b. **Designation of Commons.** At any time during the term of this Declaration, the Rouzan Council shall be authorized to recommend the designation of certain Commons as Residential Commons or Commercial Commons. Commercial Commons shall be such areas as the Streets, parking areas, sidewalks, landscape areas, common signage, lighting, restrooms, water fountains, garbage containers and other areas benefiting the Commercial Lots. In order for Commons to be designated as Commercial Commons or Residential Commons, each Association Board must adopt the Rouzan Council's recommendation, by majority vote, to be effective, after which, the Association currently holding title to such Commons shall transfer title to the new Association, and all obligations and rights related to such Commons shall be transferred to the responsible Association.

c. **Additional Commons.** A Declarant may convey to the Residential Association additional Commons which the Residential Association shall accept, and following such acceptance, the Residential Association shall be solely responsible for maintenance of such additional Commons, unless such Commons are subsequently designated as Commercial Commons pursuant to Subsection (b).

d. **Dedication.** Residential Declarant and the Residential Association shall at all times have the right, without the necessity of consent or approval of any of the Owners, to convey title to and/or dedicate the Common Roads to the Governmental Authority with jurisdiction to accept such dedication, which is currently understood to be the City of Baton Rouge or the Parish of East Baton Rouge. All other Commons may be dedicated to the public by the Residential Association Board upon consent in writing of Association Members representing 75% of the votes in the Residential Association.

e. **Title to Commons on Dissolution of Association.** In the event of the dissolution of an Association, the Commons owned by the Association shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or Governmental Authority or

Authorities or to a nonprofit corporation, association, trust or other organization, to be used, in any such event, for the common benefit of Owners for a similar purpose as that which the particular Commons was held by the Association.

Section 3.3 Maintenance; Capital Improvements.

a. **Generally.** Until such time as the Commercial Association accepts certain Commons as Commercial Commons pursuant to Section 3.2b above, the Residential Association shall have the sole responsibility for the management, control and improvement of the Commons and shall keep such Commons attractive, clean and in good repair, including without limitation, the cleanliness of the Common Roads, which such Common Roads have been dedicated to a Governmental Authority for public use, maintenance and repair.

b. **Capital Improvements.** The Residential Association may make Capital Improvements to the Commons and may modify the uses of the Commons. For example, the Residential Association is authorized to create parking areas within the Commons or to add new recreational facilities. Expenses for substantial Capital Improvements must be approved in accordance with Section 11.2g.

c. **Street Regulation and Parking.** The Residential Association may adopt Rules and Regulations concerning driving and parking within Rouzan, and may install no parking signs, and take any other reasonable measures to discourage excessive speed, encourage safe driving and regulate parking on the Streets. The Residential Association may, but shall not be obligated to, hire private security personnel for the purpose of enforcing any driving and parking rules or regulations adopted in accordance with this Section, including imposing fines and hiring private companies to tow and impound vehicles found to be in violation of such rules. The amount of any fines shall be set by the Residential Association. Failure by any Owner to pay any fines in accordance with the Rules and Regulations may result in liens being filed against such Owner's Lot. No Declarant or any Association shall be held liable for any loss or injury resulting from any such enforcement or failure to enforce. Notwithstanding anything to the contrary contained herein, Declarants shall have the right, in their sole discretion, to restrict or prohibit parking in any Commons, Street, Right of Way or any other part of Declarants' Property that is not a Lot for any purposes, including but not limited to maintenance, events, or activities. Streets shall not be used for any skateboarding, motorbikes, motorcycles, or motorized recreational vehicles of any type (excluding electric golf carts or vehicles), except for street legal and state-licensed motorcycles for purposes of ingress and egress only. Walking paths shall be used for walking, jogging and bicycling only.

d. **Use of Commons by Owners.** Each Owner shall have a nonexclusive right to use the Commons, except to the extent such Commons have been designated as either Residential Commons or Commercial Commons, in which case, only the Residential Owners or the Commercial Owners, respectively, shall have the right to use such Commons. The Association charged with the maintenance of the Commons shall have the authority to create Rules and Regulations related to the use of the Commons, including policies allowing all or portions of the Commons to be available to Owners for private events (for which a fee may be charged).

e. **Declarants' Rights in Commons.** The Declarants shall have the following rights in the Commons:

(1) The right to erect and maintain on any part of the Commons such signs, temporary buildings, and other structures as Declarants may reasonably deem necessary or proper in connection with the development, construction, promotion, marketing, sale and leasing of real properties within Rouzan;

(2) The right to use vehicles and equipment on Commons for development, construction and promotional services;

(3) The right to permit perspective purchasers of properties within Rouzan, who are not Owners, to use or enter the Commons at reasonable times and in reasonable numbers.

(4) The exclusive right to grant permission for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(5) The right to grant permission for similar reproduction of the exteriors of any other part of the Lots which can be viewed from the Streets, Alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Owner of the Lot, but the above right is not intended to prevent any Owner or their architect from granting independent permission for any part of the Lots owned exclusively by that Owner, in which case the consent of the Declarants shall not be required.

f. **Damage or Destruction of Commons by Owner.** If any Owner or Owner's guests, Tenants, licensees, agents, employees or members of Owner's family damages any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Residential Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Lot Assessment payable by the responsible Owner. The Residential Association may, but is not required to, seek compensation for damage from the guest, Tenant, agent, employee, member or other party who caused the damage, in which case the Owner shall be jointly and severally liable with the guest, Tenant, agent, employee, member or other party who caused the damage. A Declarant or Association may bar any Owner, Tenant, occupant, or guest from use of a portion of the Commons for a period up to twelve (12) months for damages caused to the Commons. After three (3) violations, an Owner, Tenant, occupant or guest may be permanently barred by a Declarant or Association.

g. **Limitation of Liability.** Neither the Associations nor Declarants make any representation or assume any liability for any loss or injury caused by its maintenance of the Commons and Common Roads.

ARTICLE 4 DECLARANT RIGHTS

Section 4.1 General. The Declarant Rights contained in this ARTICLE 4 are hereby reserved to the Declarants to the maximum extent permitted by law, which may be exercised where applicable anywhere within Rouzan.

Section 4.2 Special Declarant Rights. The Declarants reserve the following “**Declarant Rights**”, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within Rouzan:

- a. Complete Improvements indicated within Rouzan;
- b. Exercise any Declarant Right reserved in this Declaration; and
- c. Use the Commons for the purpose of making Improvements within Rouzan.
- d. Revocation of dedications.

Section 4.3 Right to Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of a Declarant set forth in this Declaration may be transferred in whole or in part to other Persons, provided that the transfer shall not reduce any obligation nor enlarge a right beyond that of a Declarant under this Declaration. No such transfer shall be effective unless it is in a written instrument signed by a Declarant and duly recorded in the public records of East Baton Rouge Parish. The foregoing shall not preclude a Declarant from permitting other Persons to exercise, on a one (1) time or limited basis, any right reserved to a Declarant in this Declaration where a Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence a Declarant’s consent to such exercise.

Section 4.4 Termination of Responsibility of Declarant. In the event a Declarant shall convey or transfer all of its right, title and interest in and to all of said Declarant’s Property to any successor Person, then and only in such event, said Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such successor Persons or entity shall be obligated to perform all such duties and obligations of the Declarant.

Section 4.5 Right to Approve Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instruments affecting any portion of a Declarant’s Property without said Declarant’s prior written consent, which may be granted or withheld in its sole discretion. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by the Declarant and recorded in the official records of East Baton Rouge Parish.

Section 4.6 Exclusive Right to Use the Name of Rouzan. No Person shall use the term “Rouzan” or any derivative in any printed or promotional material without a Declarant’s prior written consent. However, an Owner or Tenant may use the term “Rouzan” in printed or promotional material solely to specify that particular property is located within Rouzan.

Section 4.7 Declarant's Personal Property. Declarants reserve the right to remove from the Declarants' Property any and all personal property and equipment used in development, marketing and construction of Improvements, whether or not they have become fixtures, provided that Declarants shall mitigate any damage to property in its removal of such fixtures, if any.

Section 4.8 Phasing of Development Rights. No assurances are made by the Declarants regarding the portions Rouzan where the Declarants will exercise their Declarant Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Declarant Rights as to some portions of Rouzan will not obligate the Declarants to exercise them as to other portions of Rouzan.

Section 4.9 Obligation to Construct Commons Improvements. Declarants and/or their assignees shall be responsible for installing and constructing Improvements to the Commons in phases in accordance with the Guiding Principles and in the sole discretion of Declarants. The construction and installation of Improvements to the Commons shall be constructed in a good and workmanlike manner and in accordance with applicable industry standards. Such property shall hereafter be maintained as a Commons by the Residential Association (unless dedicated as Commercial Commons pursuant to Section 3.2a) at its expense for the benefit of the Owners and Tenants of Rouzan subject to the terms of this Declaration.

Section 4.10 Sales Offices. Notwithstanding any language in this Declaration to the contrary, as long as Declarants or any nominees of Declarants own any immovable property in Rouzan, Declarants or their 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 Declarants will owe Assessments just as any other Owners; provided, however, that such activities shall be carried on in such a manner as will not unreasonably interfere with enjoyment of the Lot(s).

ARTICLE 5 SERVITUDES

Every Owner has the benefit of certain servitudes, and the responsibility of providing and maintaining others.

Section 5.1 Owners' Servitude of Enjoyment.

a. **Commons.** Every Owner shall have the right and servitude of enjoyment in and to the Commons. This servitude shall be a predial servitude appurtenant to and shall pass with title to every Lot. Notwithstanding anything to the contrary stated herein, the Declarants shall have the right to use and reserve the Commons for all types of events, including but not limited to social events, athletic and civic events, private parties, and concerts, whether for a fee, contribution or without cost, within their sole discretion unless such area has been previously reserved by an Owner.

b. **Tenants and Guests.** Any Owner may delegate, subject to the provisions of this Declaration, an Association's Bylaws and Rules and Regulations, such Owner's right to enjoyment to the Commons to the members of his family (if Owner owns a Residential Lot), his Tenants or his guests who are accompanied by the Owner. An Association may adopt rules to prohibit or restrict dual use of the Commons' recreational facilities by both an Owner and the Owner's Tenant, except when the Owner is a bona fide guest of the Tenant.

Section 5.2 Servitudes in Favor of Declarants and Associations. Residential Declarant and Commercial Declarant, each holding title to certain property subject to this Declaration (any such Declarant referred to in this Section 5.2 as "the Declarant") hereby reserve for themselves, their successors and assigns, and grants to the Association holding title to any property, including any Commons, within Rouzan (any such Association referred to in this Section 5.2 as "the Association"), the following servitudes, which shall benefit the Declarant, the Association, Rouzan and all other properties owned, now or in the future by the Declarant which are adjacent to, or contiguous with, Rouzan (including without limitation thereto Declarant's Property and any portion of such property which may be separated from Rouzan, by a public road or body of water). Each of the servitudes reserved herein (i) shall be predial servitudes in favor of the Declarant's Property (to the extent not included within Rouzan), and all other properties owned, now or in the future, by Declarant which are adjacent to, or contiguous with, Rouzan (including without limitation thereto any portion of such property which may be separated from Rouzan by a public road or body of water), (ii) shall also be a personal servitude in favor of the Declarant and the Association, and (iii) shall also be a predial servitude for the benefit of the Association as the owner of the Commons. Declarant, at Declarant's expense shall have the right to designate and change from time to time the location of any servitude, provided that such relocation does not materially adversely affect the use of the servitude by an Owner. In the event of such relocation, the Declarant shall provide written notice to the affected Owners accompanied by a map depicting the location of the relocated servitude.

a. **Common Roads.** The Declarant reserves for itself, its successors and assigns, a nonexclusive servitude for use of the Common Roads.

b. **Alleys.** Declarant reserves for itself, its successors and assigns, and grants to the Association, the Association Members, and all future Owners, a nonexclusive servitude of passage (for use by vehicles, bicycles and pedestrians) on and across those portions of Rouzan that are labeled and designated as an "Alley" or "Right of Way" on a Final Plat and on any plat filed in conjunction with any Supplemental Declaration. The Declarant reserves the right to dedicate the Alleys and Rights of Way to an Association.

c. **Servitude for Maintenance.** Declarant reserves for itself, its successors and assigns, and grants to the Association, a servitude across the exterior portions of all Lots as may be reasonably necessary for the maintenance required hereunder by the Declarant or the Association. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots. Reasonable steps shall be taken to protect such property and damage shall be repaired by the Declarant, the Association, or their respective contractors, as applicable, at their sole expense.

d. **Utility Servitudes.**

(1) Declarant reserves for itself, its successors and assigns, and grants to the Association, a blanket servitude for ingress, egress, construction, installation, replacement, repair and maintenance of all public and private utility and service systems which servitude shall be upon, across, over, through, and under all Utility Servitudes. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, cable or communication lines and other equipment. By virtue of this servitude, Declarant may, but is not obligated to, install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits; the systems themselves (which shall include all pipes, wires, circuits, cables, conduits, switch boxes and other equipment related to the providing of any public or private utility service) shall be installed within the Utility Servitudes.

(2) Declarant or the Association may at any time make a partial assignment to any public or private utility company, or any Governmental Authority, of the servitudes reserved by Declarant, and granted to the Association, in the preceding Subpart d(1) whether or not such assignment by Declarant or the Association expressly states, the assignment shall be partial and nonexclusive and both Declarant and the Association shall continue to have the servitude reserved and granted herein, to be used on a nonexclusive basis with each other and with any public or private utility company, or any Governmental Authority to whom such assignment was made. Nothing shall prohibit Declarant or an Association from installing landscaping or streetscaping over, within, or across a Utility Servitude. Neither Declarant, nor the Association, shall have any liability or responsibility to each other or to any Owner for (i) any damages caused by any public or private utility company, or any Governmental Authority, or (ii) for failure to provide any utility services to any Owner or to the Association.

(3) To the extent any Governmental Authority, or any public or private utility uses any of the Utility Servitudes within Rouzan, and/or to the extent that the Declarant, the Association or any assignee of Declarant or the Association (all of whom are collectively referred to as "grantee" in this subparagraph (3)) use or exercise any of the rights granted and reserved under the preceding Subpart d(1), then and in that event:

(a) whenever reasonably possible, the lines and facilities to be constructed and installed within the Utility Servitudes shall be placed underground,

(b) each grantee shall respect the reasonable use of the servitudes by the other grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the Utility Servitudes by all grantees;

(c) each grantee, after any use of the servitude areas or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with use of the servitude granted pursuant to preceding Subpart d(1) and which are damaged through the reasonable exercise of the servitudes granted pursuant to the preceding Subpart d(1). The

Association shall be responsible for maintaining the servitude areas in a well-manicured, properly landscaped manner that does not interfere with the reasonable use of such servitudes;

(d) each grantee who is an assignee of Declarant or the Association, by its use of the Utility Servitudes or exercise of the rights herein granted pursuant to the preceding Subpart d(1), does hereby agree to defend and hold its assignor (whether Declarant or the Association), together with its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective grantee in the construction, installation, repair, alteration and maintenance of the said water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities pursuant to the servitudes granted under the preceding Subpart d(1); and

(e) Declarant, the Association, each Governmental Authority, each public utility and each private utility agree that (i) it accepts the right to use the said Utility Servitudes subject to the right of Owners to construct Buildings on Lots which have soffits, eaves, stairs, stoops, balconies and/or facade which encroach on and over the said Utility Servitude by no more than twenty-four (24) inches measured from the boundary of the Utility Servitude nearest to the interior of the Lot going out toward the exterior boundary of the Lot, provided that any such encroachment is at least ten (10) feet above the finished ground elevation in the area of the encroachment, and (ii) it may never request that the Owner remove any such soffits, eaves, stairs, stoops, balconies and/or facade, which encroach on any Utility Servitude consistent with the conditions of the preceding Subpart (e)(i).

(4) Those areas located on Lots and identified as utility niches are not to be considered as part of the Utility Servitude or subject to any servitude in favor of any Governmental Authority or any public or private authority. All such utility niche areas shall be used solely, in the absence of approval from the Design Review Board to the contrary, for the placement of utility meters and, on Alley-Loaded Lots, for the storage of garbage cans and other receptacles for the storage of garbage.

e. **Police Powers.** Declarant reserves for itself, its successors and assigns, and grants to the Association, a blanket servitude throughout Rouzan for private patrol services, and for police powers and services supplied by the local, state and federal governments. Declarant may, at any time, in Declarant's sole and absolute discretion, install security cameras, gates or other security devices as it deems necessary for the protection of Rouzan. All security measures shall be paid for out of Assessments. Declarant and the Associations may adopt Rules and Regulations providing for security measures, parking and traffic regulations, or such other policing power, which may include enforcement through fines and penalties, with failure to pay such fines permitting the Declarant or the Association to file a lien against any Lot owned by the Person found to be in violation of such Rules and Regulations.

f. **Servitude for Emergency Entry.** Declarant, the Association or their designee(s) shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, and the Rules and Regulations, which right may be exercised by any member, officer, agent, employee, and/or manager of the Declarant or Association, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the

performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Declarant or the Association, but shall not authorize entry into any Building without permission of the Owner.

g. **Servitude During Construction and Sale Period.** Notwithstanding any provisions now or hereafter contained in this Declaration, the Rules and Regulations, and any amendments thereto, Declarant reserves a servitude across the Declarant's Property or to maintain and carry on upon such portion of the Declarant's Property as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or for the development, construction or benefit of any neighboring property including, but not limited to: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Declarant's Property, including, without limitation, any Lot; the right to tie into any portion of the Declarant's Property with Streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Declarant's Property; the right to grant servitudes over, under, in or on the Declarant's Property, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Declarant's Property; the right to convert Lots (with the consent of the Owner thereof) to Streets; the right to construct recreational facilities, utilities and other Improvements on Lots owned by Declarant; the right to carry on sales and promotional activities in the Declarant's Property; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant may use residences, offices or other buildings owned or leased by Declarant as model residences and sales offices without charge.

h. **Reservation and Right of Use for Storm Water Drainage and Retention.** Each Lot is hereby subjected to a servitude for the benefit of each other Lot for the purpose of storm water drainage and runoff in accordance with the drainage plan established by Declarant for Rouzan, which servitude shall include, but shall not be limited to, the right to tie in such storm water drainage facilities at such points and in such manner as approved by Declarant, and for the flow of storm water runoff over Lots to such points and from such points through the storm water drainage facilities into wetlands, ponds, or other retention facilities within or outside Rouzan. The foregoing servitude shall be subject to any and all restrictions regarding quantity, rate and quality of discharge which Declarant may hereafter impose, or which may be imposed on Lots, Declarant or any Owner or Tenant by any Governmental Authority having jurisdiction.

Section 5.3 Property I.D. Signs.

a. Commercial Declarant hereby excepts and reserves a nonexclusive perpetual servitude for the construction, reconstruction, replacement, operation, maintenance and repair of a sign structure, landscaping and entry features ("**Property Identification Signs**") over, under, upon and across certain portions of Rouzan, together with reasonable access over, under, upon, through and across the property to install, replace, maintain, repair and operate such utility lines necessary to provide power to illuminate any of the same.

b. **Panels.** Panels on certain Property Identification Signs shall be designated by Commercial Declarant for the benefit of the Commercial Lots. The right of Owners and occupants of Commercial Lots to place signage on any designated Property Identification Signs shall be determined as part of the review of site plans for development of a Commercial Lot and must be approved by the Design Review Board. The Property Identification Signs shall constitute Commercial Commons, unless otherwise designated by the Commercial Declarant or the Design Review Board.

Section 5.4 Servitudes in favor of Lots. There is hereby granted a servitude in favor of each Lot, tract or across that portion of each adjoining Lot or Commons which is no more than the three (3) feet away from the boundary of the Lot in whose favor such servitude has been created. The servitude created herein may be used only in compliance with the following requirements: (a) in conjunction with the construction, maintenance and/or repair of Improvements constructed on the Lot in whose favor the servitude is created, including but not limited to Garden Walls and Garages; (b) with the exception of an emergency, no use may be made of the servitude granted herein without providing at least ten (10) days prior written notice to the Owner of the Lot or tract burdened with the servitude ("**Servient Lot**") of the intention to use the servitude burdening the Servient Lot, and during those ten (10) days the Owner of the Servient Lot shall provide the notifying Owner of any reasonable restrictions (including the time of access) which the Owner of the Servient Lot requires be honored by the notifying Owner; (c) if the notifying Owner is willing to comply with the restrictions provided by the Owner of the Servient Lot, as contemplated by the preceding subpart (b), then the notifying Owner may proceed with the repair and maintenance provided that said Owner also complies with all requirements established by the Guiding Principles and/or any applicable Rules and Regulations; (d) if the notifying Owner believes the restrictions provided by the Owner of the Servient Lot, as contemplated by the preceding subpart (b) are not reasonable, and cannot resolve the issue with the Owner of the Servient Lot, then the notifying Owner who wishes to use the servitude granted on the Servient Lot shall apply to the Association Board of the Association to which the Owner belongs, which shall grant a hearing to all Owners involved with respect to any request submitted to the Association Board under the preceding subpart (d), and any decision rendered by the Association Board shall be final and binding on all Owners involved in the application submitted pursuant to subpart (d) of this Section 5.4; and (e) each grantee, after any use or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with use of the servitude granted pursuant to this Section 5.4 and which are damaged through the reasonable exercise of the servitudes granted pursuant to this Section 5.4.

ARTICLE 6

GENERAL BUILDING RESTRICTIONS AND DESIGN CODE

The construction of Improvements on each Lot in Rouzan shall be subject to the design code and building restrictions of the Residential Declaration or Commercial Declaration, as applicable.

ARTICLE 7

TOWN ARCHITECT AND DESIGN REVIEW BOARD

Section 7.1 Town Architect.

a. **Selection.** The Town Architect is initially selected by the Residential Declarant and may be removed and replaced with another Town Architect, at any time, in the sole discretion of the Residential Declarant during the Class B Control Period. Upon termination of the Class B Control Period, the Residential Association Board or the Rouzan Council shall select the Town Architect.

b. **Qualification.** The Town Architect shall have a degree in professional architecture or shall have a master's degree in urban design from an accredited university or shall have comparable qualifications. The Town Architect does not, however, need to be licensed to practice in Louisiana unless required by the State of Louisiana.

Section 7.2 Design Review Board.

a. **General.** The Design Review Board is an agency, department or division of the Residential Association.

b. **Composition.** The Design Review Board shall have either three (3) members or five (5) members; initially, the Design Review Board shall consist of three (3) members. Should the Residential Association Board wish to declare that there shall be an increase in the number of members serving on the Design Review Board, it may do so at a regularly called meeting of the Residential Association Board. The members of the Design Review Board shall be selected as follows:

(1) **Town Architect.** The Town Architect, who is appointed pursuant to Section 7.1, shall serve as one (1) member of the Design Review Board.

(2) **Additional Members.** All other members of the Design Review Board shall be appointed by the Residential Declarant during the Class B Control Period. Upon termination of the Class B Control Period, the Residential Association Board shall appoint the additional members of the Design Review Board.

c. **Compensation.** The Town Architect, the other members of the Design Review Board, and other professionals and staff assisting the Design Review Board may be paid reasonable compensation for service on the Design Review Board, as determined from time to time by the Residential Association Board. All members of the Design Review Board shall be

reimbursed by the Residential Association for their respective expenses incurred in furtherance of the authorized activities of the Design Review Board, subject to review and approval by the Residential Association Board.

d. **Conflict of Interest.** Nothing herein shall prohibit an approved architect, contractor or design professional from serving on the Design Review Board, provided however, that anyone serving on the Design Review Board must recuse him or herself from reviewing, considering or commenting on an application for which such member is providing professional services.

e. **Cost of Operation.** The Residential Association shall be responsible for all reasonable costs of operation of the Design Review Board. Review fees paid in accordance with the Design Review Procedures shall be used by the Residential Association to defray the costs and expenses incurred by the Design Review Board and the fees and compensation paid, if any, to the Town Architect, staff, other professionals and members of the Design Review Board. The Residential Association Board, in its sole discretion, may increase the amount which must be paid as a review fee in conjunction with the submissions of plans pursuant to the Design Review Procedures of the Residential and Commercial Declarations, but in no event shall the said review fee charged in any one (1) calendar year exceed one hundred twenty-five percent (125%) of the review fee charged during the preceding calendar year.

f. **Employees.** The Design Review Board may employ personnel or contract with individuals or companies as necessary to assist in the design review process, as authorized pursuant to the budget for the Design Review Board, as established by the Residential Association Board. All such personnel, individuals and/or companies employed or contracted with by the Design Review Board shall be considered as employees and/or independent contractors of the Residential Association.

g. **Rules and Procedures.** The Design Review Board is authorized to adopt rules and procedures and to adopt, from time to time, amendments to said rules and procedures for the conduct of its business, consistent with the provisions of this Declaration. Any Owner shall be provided with a copy of such rules and procedures within fifteen (15) days of submission of a written request to the Residential Association Board.

ARTICLE 8 DESIGN REVIEW PROCEDURES

The Design Review Procedures for the construction of any Improvements on any Lot in Rouzan shall be governed by the Design Review Procedures in the Residential or Commercial Declaration, as applicable. No construction or clearing of a Lot in Rouzan may begin until the Design Review Procedures are completed.

ARTICLE 9 GOVERNANCE OF ROUZAN

The Associations are responsible for maintaining Rouzan and enforcing the Declaration. While Declarants will control the Associations during the development stage, the Owners themselves will be responsible for the continuation of the community through their participation in the Associations.

Section 9.1 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. The use of the term "Declarant" in this ARTICLE 9 shall refer to the Residential Declarant or the Commercial Declarant as applicable based on Association or Lot Type. For the sake of clarity, a reference to a Declarant and an Association related to a Commercial Lot means the Commercial Declarant and the Commercial Association.

Section 9.2 Joint Rouzan Council. Upon the approval of a majority of each the Residential Association Board and the Commercial Association Board, there shall be created a Rouzan Council, consisting of six members, with each Association Board appointing three representatives. The Rouzan Council shall meet quarterly or at such other times as the Council shall decide and shall act as an advisory committee for such issues as may involve the community as a whole. The Rouzan Council may be delegated responsibilities by an Association upon approval of a majority of the Associations Board, and acceptance by the 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 9.3 Membership. Each Owner, by virtue of acquiring title to a Lot, shall be granted membership in the Association for that Lot Type (residential or commercial). Every Owner shall be an Association Member. Membership shall be appurtenant to and may not be separated from title to any Lot.

Section 9.4 Notice of Status as Association Member. With the exception of those Owners who acquire title to a Lot from a Declarant, each Owner shall, upon acquiring title to a Lot, immediately (a) give written notice to its Association at its registered office that he/she/it has acquired ownership of a Lot, and (b) shall include with such notice a copy of the cash sale, deed or other instrument pursuant to which such Owner acquired title to a Lot. The Association Boards and the Associations shall be entitled to rely on its records for the purpose of determining the identity and address of Association Members, as of the date any notice is to be given, or any decision is to be made. There is no obligation on the part of an Association to check the records of the Clerk of Court at any time for the purpose of determining the identities of Owners. Although an Association may on occasion check the records of the Clerk of Court for the purpose of identifying Owners, such actions shall not be considered as creating any obligation on the part of an Association to check the records of the Clerk of Court at any time thereafter for the

purpose of determining the identities of Owners. The records of the Associations, for the purpose of identifying Members entitled to notice of any meeting of such Association's Members, shall consist of (i) the cash sales, deeds or other instruments pursuant to which a Declarant initially transferred title to Lots, and (ii) those notices given to the Association pursuant to the requirements of the first sentence of this Section 9.4.

Section 9.5 Voting Rights. Each Association shall have two classes of Members; however, for so long as there is a Class B Member of an Association, only the Class B Member shall have voting rights in that Association.

Class A: Class A Members of an Association shall be all Owners of either Residential or Commercial Lots in Rouzan ("**Class A Member**"), with the exception of a Declarant for so long as a Declarant remains a Class B Member of an Association. Class A Members of the Residential Association shall be entitled to one vote for each Lot owned in Rouzan. Class A Members of the Commercial Association shall be entitled to one 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. When more than one Person holds an interest in any Lot, all such Persons shall be Members, but the vote for such Lot shall be exercised as they determine. Corporations, limited liability companies, partnerships and other entities shall notify the Association of the natural Person who shall be considered an Association Member for the purpose of exercising its vote; such entities shall provide such evidence of appointment and authority as the Association Board may require. In the event the Association agrees to assess two (2) Lots, or parts of Lots, as a single Lot as authorized under Section 12.2, the Owner(s) of such Lots or portions of Lots, shall have only one (1) vote, with respect to such Lots or portions of Lots.

Class B: Residential Declarant shall be the sole Class B Member of the Residential Association and Commercial Declarant shall be the sole Class B Member of the Commercial Association (each a "**Class B Member**"). As the Class B Member, the Declarant shall have the sole voting rights of an Association. The Class B membership shall cease and be converted to Class A membership after the first to occur of the following ("**Class B Control Period**"):

- a. thirty (30) years after the date on which the last residential or commercial Lot (as applicable) within Rouzan that is owned by the Declarant or any of its affiliates is sold to a third-party purchaser; or
- b. the date as of which the Class B Member elects in writing to become a Class A Member.

Section 9.6 Duties. The Residential Association shall maintain the Commons, shall perform all other duties required by this Declaration, and shall enforce the terms of this Declaration. The Associations may acquire, hold and dispose of tangible and intangible personal property and immovable property. To the extent Commons are designated as Commercial Commons, the Commercial Association shall be obligated to maintain such areas.

Section 9.7 Additional Powers. To the extent permitted by any Governmental Authorities, the Associations may, but are not obligated to, provide the following services or

engage in the following activities: (a) water, sewer, electrical, telephone, cable television or other utility services, including the supply of irrigation water, and garbage and trash collection and disposal; (b) providing laundry equipment or services; (c) insect and pest control; (d) the improvement of vegetation, fishing and wildlife conditions; (e) pollution and erosion controls; (f) emergency rescue, evacuation or safety equipment; (g) fire protection and prevention; (h) lighting of Common Roads; (i) security systems and security patrols within Rouzan; (j) transportation; (k) day care and child care services; (l) landscape maintenance for and within the Commons; (m) recreation, sports, craft and cultural programs, including access to fitness facilities within Rouzan (n) newsletters or other information services; (o) maintenance of yards on Lots (which includes without limitation thereto grass cutting and maintenance of shrubbery and flower beds), (p) maintenance of Utility Servitude areas, public rights-of-way and other public or private properties located within reasonable proximity to Rouzan if its deterioration would affect the appearance of or access to Rouzan; and (q) any other service allowed, or not prohibited, by law to be provided by a community association organized as a not-for-profit corporation. To the extent that an Association provides any of the above services or engages in any of the preceding activities, the cost of same shall be billed to such Association's Members as Assessments and, in the discretion of such Association's Board, said costs may be included in either the General Assessment or in the Individual Lot Assessments.

Section 9.8 Contracts. Each Association may contract with a Declarant or any other party for (a) the performance of all or any portion of the management of the Association, (b) its maintenance and repair obligations, or (c) the purpose of providing any services which the Association is authorized to provide as set forth in this ARTICLE 9. The cost of such contract(s) shall be included within the General Assessment, Neighborhood Assessment, Special Assessment or Individual Lot Assessment as applicable and as determined by the Association's Board. Each Association may require that Owners contract with a third party for certain routine yard maintenance (which includes without limitation thereto grass cutting and maintenance of shrubbery and flower beds), in order to provide a uniform level of care within Rouzan. An Association may also act as an agent for any Owner who is an Association Member, but is not obligated to, contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Lot Assessment; for the purpose of exercising this agency, each Owner does grant an irrevocable power of attorney to the Association of which it is a Member, which is a power coupled with an interest, and the Association in that capacity may act on behalf of, and as such Owner's agent and attorney-in-fact to accomplish the authority intended as set forth in the first part of this sentence. The terms and conditions of all such contracts entered into pursuant to this Section 9.8 shall be at the discretion of each Association Board.

Section 9.9 Power to Engage Employees, Agents and Consultants. The Association Boards shall have the power to hire and discharge employees and agents and to retain and pay for legal, accounting and other services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of an Association under this Declaration or any applicable Supplemental Declarations.

Section 9.10 Power to Borrow Money and Mortgage Property. The Associations shall have the power to borrow money and, with the approval of Members representing at least a majority of the voting power of the Association, shall have the power to grant, convey, dedicate

or transfer any Commons or Improvements thereon as security for such borrowing, subject to provisions elsewhere contained in this Declaration with respect to required approvals or consents to such action.

Section 9.11 Rules and Regulations. The Association Boards may from time to time adopt rules or amend previously adopted Rules and Regulations governing and regulating (a) the operation, use, maintenance, condition, attractiveness, and control of, as well as conduct on and within, the Lots over which the Association governs, the Commons designated for use by Owners of such Lots and any facilities or services made available to the Owners of such Lots, and (b) any other matters as to which this Declaration authorizes the adoption of Rules and Regulations by such Association Board. This right shall include without limitation the right to approve rental agents, design professionals, contractors and sub-contractors who do business within Rouzan. The Rules and Regulations shall take effect immediately upon approval by an Association Board, or at a later date selected by an Association Board. A copy of the Rules and Regulations shall be kept in the registered office of the Association and available for review during its normal business hours on each Monday through Friday, except for holidays. Upon acquisition of a Lot, each Owner does, through that acquisition subject to this Declaration, agree and acknowledge that said Owner has received a copy of the Rules and Regulations applicable to such Lot as of that date. As additions, deletions or modifications are adopted with respect to the Rules and Regulations adopted pursuant to this Section 9.11, copies of such additions, deletions or modifications shall be mailed to each Association Member affected thereby at the last known address for said Association Member as shown in the records of the Association. Additional copies of the Rules and Regulations shall be provided to any Association Member upon payment by said Association Member for the cost of reproducing same which is hereby set at fifty cents (\$.50) per page. The Association shall have the nonexclusive right to enforce by any legal remedy, including a suit for damages, the Rules and Regulations against any Owner, Tenant or occupant, after giving of notice and an opportunity for a hearing before the Association Board, as more specifically described in such Rules and Regulations.

Section 9.12 Community Meetings.

a. **Class B Control Period.** Pursuant to Section 9.5, the Associations shall be governed by the Declarant as the sole Class B Member for the duration of the Class B Control Period. As the sole voting Member, the decision of the Declarant shall be final in all things concerning the governance of the Associations and no vote shall be required to ratify such decisions.

b. **After Class B Control Period.** After the termination of the Class B Control Period the Associations shall be governed by the Class A Members. Community Meetings after the Class B Control Period shall be governed as follows:

(1) **When Called.** A Community Meeting shall be called annually for the election of Directors, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Association Members. If requested by at least 10% of the Association Members, a Community Meeting may be called, and any rule or regulation adopted by the Association Board reporting to such Members may be repealed by majority vote of such Association Members.

(2) **Quorum.** Voting at a Community Meeting requires presence or proxy of Members representing the percentage of votes established by the Association Board as necessary to transact business. The Association Board may revise this percentage from time to time, but in no event shall the required percentage be less than twenty-five percent (25%) or more than fifty percent (50%), unless otherwise required by statute. Notwithstanding any inference herein to the contrary, until termination of the Class B Control Period, presence of the Class B Member at a Community Meeting shall constitute a quorum of the membership.

(3) **Required Vote.** If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless a greater or lesser vote is required by law or the Governing Documents. During the Class B Control Period, the Class B Member is the only Member entitled to vote, and the only Member whose vote is required for approval of a matter requiring Member approval.

(4) **Notice.** Notice of any meeting of Association Members must be given to the Association Members by personal delivery, electronic mail with read receipt requested or United States mail at least ten (10) days but not more than thirty (30) days before the meeting, except in an emergency when whatever notice is reasonable, in the sole discretion of the Association Board, shall be given. Notice shall be considered as having been duly and properly given, if given to those Persons entitled to notice based on the records of the Association, as described in Section 9.4, as of the date any notice is given of the meeting.

(5) **Proxy Voting.** At every meeting of the Members, including meetings of Members for the election of the Association Board, any Member having the right to vote shall be entitled to vote in person or by proxy.

(6) **Action without Meeting.** If permitted by an Association Board, the membership may approve any matter (specifically including the election of Directors) by written consent without a meeting, without prior notice and without a vote; provided, however, such consent shall be required to be given in writing and signed by the percentage of the Association Members as required by the Governing Documents and by Declarant as the Class B Member wherever approval by the Class B Member is required. Consents shall be in accordance with the Association Bylaws and any applicable statutes.

Section 9.13 Association Board. Each Association shall be governed by an Association Board which shall, on the Members' behalf, direct the day-to-day decisions regarding the maintenance of Rouzan and the enforcement of the Governing Documents.

a. **Initial Composition.**

(1) **Residential Association Board.** The Residential Association Board shall initially consist of at least three (3) Persons each of whom shall be appointed by the Residential Declarant.

(2) **Commercial Association Board.** The Commercial Association Board shall initially consist of at least three (3) Persons each of whom shall be appointed by the Commercial Declarant. When at least fifty (50) Commercial Lots have been conveyed to

Owners other than Commercial Declarant and while Commercial Declarant is a Class B Member of the Commercial Association, the Class A membership of the Commercial Association shall be entitled to vote and elect one (1) member of the Commercial Association Board, and the remaining members of the Commercial Association Board shall be selected by the Class B Member of the Commercial Association.

b. **After Class B Termination.** Upon termination of the Class B Control Period of an Association, the Association Board shall be elected as provided in the Association's Bylaws.

c. **Compensation.** Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by an Association's Members, but may be reimbursed for expenses when approved by the Association Board.

Section 9.14 Association Board Meetings.

a. **Association Board's Responsibility.** Except as specifically provided in this Article or elsewhere in this Declaration, each Association Board has been delegated the power, and shall have the authority to act on behalf of said Association under this Declaration, and to make all decisions necessary for the operation of such Association, the enforcement of this Declaration and the care of the Commons for which it is responsible. All consents, approvals, elections and other action authorized herein to be taken or given by the Association shall require only the approval of such Association's Board, with the exception of those decisions that are expressly reserved to Association Members. If a quorum is present at a meeting of the Association Board, all decisions of the Association Board shall be made by a vote of the majority of the Directors present at such meeting, with the exception of those cases where a greater vote is required either by law or by the Association's Articles.

b. **Quorum.** Voting at an Association Board meeting requires presence of at least one-half of the Directors, in person or by telephone conference or, if allowed by state law, by proxy. If not prohibited by law, any action required to be taken by vote of the Association Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Directors.

c. **Record Keeping.** Each Association Board shall keep records of all meetings, both of the Association Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The records of an Association shall be available for inspection by any Association Member.

Section 9.15 Suspension of Membership. An 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 within thirty (30) days after having received notice of same pursuant to the provisions of Section 15.5.

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

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 9.15 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 9.15, the suspension shall comply with the terms of Section 3.3f. In the case of a violation under Subsection (d) of this Section 9.15 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.

Section 9.16 Amendment of Bylaws. The Association Bylaws may be altered or amended and new bylaws may be adopted by the Association Members at any annual or special meeting of the Members or by the Association Board at any regular or special meeting of the Association Board; provided, however, that, if such action is to be taken at a meeting of the Members, notice of the general nature of the proposed change in the Association Bylaws shall have been given in the notice of meeting. It is provided, however, that if any amended or new bylaws conflict with this Declaration, the procedure for amending the Declaration as set forth in ARTICLE 14 shall control.

Section 9.17 Additional Provisions. Additional provisions concerning the operation of the Associations and the Association Boards are contained in the relevant Association's Articles and the Association Bylaws.

ARTICLE 10 INSTITUTE

The Institute is responsible for the encouragement and promotion of the arts and cultural events within Rouzan. While the Residential 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.

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 as exhibits to this Declaration.

Section 10.1 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 10.2 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 10.3 Notice of Status as Members. With the exception of those Owners who acquire title to a Lot from a Declarant, each Owner shall, upon acquiring title to a Lot, immediately (a) give written notice to the Institute at its registered office that he/she/it has acquired ownership of a Lot, and (b) shall include with such notice a copy of the cash sale, deed or other instrument pursuant to which such Owner acquired title to a Lot. The Institute Board and the Institute shall be entitled to rely on its records for the purpose of determining the identity and address of Institute Members, as of the date any notice is to be given, or any decision is to be made. There is no obligation on the part of the Institute to check the records of the Clerk of Court at any time for the purpose of determining the identities of Owners. Although the Institute may, on occasion check the records of the Clerk of Court for the purpose of identifying Owners, such actions shall not be considered as creating any obligation on the part of the Institute to check the records of the Clerk of Court at any time thereafter for the purpose of determining the identities of Owners. The records of the Institute, for the purpose of identifying Members entitled to notice of any meeting of Institute Members, shall consist of (i) the cash sales, deeds or other instruments pursuant to which Declarant initially transferred title to Lots, and (ii) those notices given to the Institute pursuant to the requirements of the first sentence of this Section 10.3.

Section 10.4 Voting Rights. The Institute shall have the same voting classes as the Associations, consisting of the Class A Members and the Class B Member, who shall be the Residential Declarant, on the same terms as described in Section 9.5. In the event the Institute agrees to assess two (2) Lots, or parts of Lots, as a single Lot as authorized under Section 12.2, the Owner(s) of such Lots or portions of Lots, shall have only one (1) vote, with respect to such Lots or portions of Lots.

Section 10.5 Meetings. If requested by at least ten percent (10%) of the Institute Members, a meeting of the Institute Members may be called. Notice of any meeting of Institute Members shall be considered as having been duly and properly given, if given to those Persons entitled to notice based on the records of the Institute, as described in Section 10.3, as of the date any notice is given of said meeting. The taking of any action under this ARTICLE 10 may be repealed by majority vote of the Institute Members.

Section 10.6 Institute Board.

a. **Initial Composition.** The Institute Board shall initially consist of at least three (3) Persons each of whom shall be appointed by the Residential Declarant.

b. **After Class B Termination.** Upon termination of the Class B Control Period of the Institute, the Institute Board shall be elected as provided in the Institute Bylaws.

c. **Compensation.** Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members of the Institute, but may be reimbursed for expenses when approved by the Institute Board.

d. **Contracts.** The Institute may contract with a Declarant or any other party for the performance of all or any portion of the management of the Institute and to take such actions as shall be approved by the Institute Board. The cost of the contract shall be included within the Institute Assessment, as determined by the Institute Board. The terms and conditions of all such contracts entered into pursuant to this Section 10.6 shall be at the discretion of the Institute Board.

Section 10.7 Additional Provisions. Additional provisions concerning the operation of the Institute and the Institute Board are contained in the Institute Articles and the Institute Bylaws.

ARTICLE 11 FISCAL AFFAIRS

To fulfill the obligation to maintain the Commons and perform such other services as provided by the Associations, the Association Boards are responsible for the fiscal management of their respective Association. To fulfill its obligation to maintain, encourage and promote the arts and cultural events within Rouzan, the Institute Board is responsible for the fiscal management of the Institute.

Section 11.1 Fiscal Year. The fiscal year of each Association and the Institute shall begin January 1 of each year and end on December 31 of that year, unless an Association Board or the Institute Board, as applicable, selects a different fiscal year.

Section 11.2 Preparation and Approval of Annual Budget for the Associations and the Institute.

a. **Initial Budget.** Residential Declarant shall determine the Residential Association's and the Institute's budget for the fiscal year in which the first Residential Lot is conveyed to an Owner other than Residential Declarant. Commercial Declarant shall determine the Commercial Association's budget for the fiscal year in which the first Commercial Lot is conveyed to an Owner other than Commercial Declarant (each an "**Initial Budget Year**").

b. **Subsequent Years.** Beginning with the Initial Budget Year and each year thereafter, at least one month before the end of the fiscal year, each Association Board and the Institute Board shall, by majority vote, adopt a budget for each Association and the Institute, respectively, for the coming year and set the annual General Assessment and Institute Assessment, as applicable, at a level sufficient to meet the budget. The annual budget of the Institute must be approved by the Residential Association Board before it shall be submitted to the Institute Members. At least two (2) weeks before the fiscal year to which such budget

applies, each Association Board and the Institute Board shall send to each Association Member and Institute Member, as applicable, a copy of the Association's or Institute's budget (as approved by the Residential Association Board) in reasonably itemized form, which shall include the amount of General Assessments and/or Institute Assessment payable by each Association Member or Institute Member, as applicable. Each Association shall set its own General Assessment.

c. **Approval.** If an Association's General Assessment or Institute Assessment are to be increased to greater than one hundred twenty-five percent (125%) of the previous year's respective Assessment, and at least 10% of the Association Members affected or the Institute Members, as applicable, request review within thirty (30) days after the budget is delivered to such Association Members or Institute Members, the Association Board or Institute Board, as applicable, shall call a Community Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Association Members or Institute Members, as applicable. If the budget is rejected, the Association Board or Institute Board shall approve a new budget within ten (10) days and send a copy to each Association Member or Institute Member, as applicable.

d. **Budget Items.** The respective budgets for each Association and the Institute shall estimate total expenses to be incurred by the Association or the Institute, as applicable, in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services by the Association or the Institute as required by this Declaration or properly approved in accordance with this Declaration. The budgets may also include reasonable amounts, as determined by the Association Board or the Institute Board, as applicable, for working capital for the Association or Institute and for reserves. If the Commons are taxed separately from the Lots by the City of Baton Rouge or the Parish of East Baton Rouge, Louisiana, or by any other Governmental Authority with taxing power, for ad valorem property taxes or any other taxes, the Association responsible for upkeep of such Commons shall include such taxes as part of such Association's budget and shall pay such taxes. Fees for professional management, accounting services, legal counsel and other professional services performed on behalf of an Association or the Institute may also be included in the Association's or the Institute's budget, as applicable.

e. **Reserves.** Each Association and the Institute may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the Association's or the Institute's budget, as applicable, and collected as part of the annual General Assessment or the Institute Assessment, as applicable. Extraordinary expenses not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Association Members or Institute Members, as applicable. If the reserves held by an Association are inadequate for any reason, including nonpayment of any Association Member's Assessment, such Association's Board may at any time levy and collect an emergency Special Assessment in accordance with the provisions of Section 12.5. If there is an excess of reserves held by an Association and/or the Institute at the end of the fiscal year

and the Association Board or the Institute Board, as applicable, so determines, the excess may be returned on a prorated basis to its Association Members or Institute Members, as applicable, as of the date of such decision to refund such excess of reserves, who are current in payment of all Assessments due the Association or Institute, respectively, or may be used to reduce the following year's Assessments; the Association and the Institute may rely on its records as identified in Section 9.4 and Section 10.3, respectively, in determining the names and addresses of Association Members and/or Institute Members as of the date of any refund of excess reserves.

f. **Effect of Failure to Prepare or Adopt Budget.** An Association Board's or the Institute Board's failure or delay in preparing or adopting its respective annual budget for any fiscal year, or review of such budget under this Section 11.2, shall not waive or release an Association Member's or Institute Member's obligation to pay General Assessments or Institute Assessments, as applicable, whenever the amount of such Assessment is finally determined. In the absence of an annual budget for an Association or the Institute, each Association Member and Institute Member shall continue to pay the General Assessment and/or the Institute Assessment at the rate established for such Assessment for the previous fiscal period until notified otherwise.

g. **Capital Improvements.** Any substantial Capital Improvement to the Commons approved by an Association Board must be ratified by a majority of the Association's Class A Members. If the substantial Capital Improvement is approved by the Association's Class A Members, the Association Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A Capital Improvement shall be considered substantial if the cost to the Association of the Improvement is more than six percent (6%) of the Association's annual budget, or if cost of the Improvement, when added to other Capital Improvements for the fiscal year in question, totals more than ten percent (10%) of the Association's annual budget; notwithstanding any inference to the contrary, any repair or replacement of existing Improvements shall not be considered a Capital Improvement. Approval of the Design Review Board is required for all Capital Improvements. This paragraph shall not limit the right of a Declarant to make Improvements to the Commons.

h. **Neighborhood Improvement.** Subject to approval by the Design Review Board, any Neighborhood or Neighborhoods may, by two-thirds (2/3) vote of the Association Members owning Lots within that Neighborhood, or those Neighborhoods, and approval of the Association Board, vote to assess themselves for Capital Improvements to the Commons that primarily benefit that Neighborhood or Neighborhoods. Any Assessment so approved shall be assessed to all Owners within that Neighborhood or Neighborhoods as an Individual Lot Assessment. If more than one Neighborhood is to vote, the Association Board shall determine whether approval and Assessment is to be by Neighborhood or by the combined group of Neighborhoods. If a group of Lots smaller than an entire Neighborhood wishes to be assessed for Capital Improvements, all of those being assessed must agree to the Assessment.

i. **Accounts.** Reserves held by an Association or the Institute shall be kept separate from all other funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Association Boards or the Institute Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE 12 COVENANTS FOR ASSESSMENTS

The cost of fulfilling the Associations' and the Institute's financial obligations is divided equitably among the Members of those three (3) nonprofit corporations by means of Assessments. To assure the Associations and the Institute 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.

Section 12.1 Obligation for Assessments. Declarant, for each Lot owned within Rouzan, from time to time, hereby covenants, and each Owner by acceptance of a cash sale, deed or other transfer instrument, whether or not it shall be so expressed in such cash sale, deed or other transfer instrument, is deemed to covenant and agree to pay to the Association of which it is a Member the following for the purposes provided in this Declaration (to be collectively referred to as "**Assessments**"):

- (1) General Assessments,
- (2) Special Assessments,
- (3) Neighborhood Assessments,
- (4) Individual Lot Assessments, and
- (5) Institute Assessments

together with interest at the rate of twelve percent (12%) per annum from that date which is ten (10) days after each payment of an Assessment is due, and all costs of collection, if any, including a reasonable attorney's fee whether or not suit is brought or otherwise filed. Upon default in the payment of any one or more installments of any Assessment, an Association Board may accelerate the entire balance of such Assessments, which shall be declared immediately due and payable in full.

Section 12.2 Equitable Division of Assessments. General Assessments and Special Assessments for Residential Lots shall be assessed equally among all Lots. Commercial Lots and Live/Work Lots shall be charged General Assessments and Special Assessments according to the proportionate share of usable square feet, such Lot bears to the total number of usable square feet of all commercial and Live/Work Lots, applying the Building Owners and Managers Association ("BOMA") standards. If an Owner combines two (2) Lots or parts of Lots, with appropriate approval to so combine said Lots, and uses them as a single Lot, the applicable Association and the Institute may (but are not required to) assess them as a single Lot in accordance with regulations consistently applied. It is understood that the Associations and the Institute are not required to make the same decision on any requests submitted to them pursuant to this Section.

Section 12.3 General Assessments.

a. **Establishment by Association Board.** Each Association Board shall set the date or dates General Assessments become due and may provide for collection and payment of Assessments annually or in monthly, quarterly or semiannual installments.

b. **Date of Commencement.** The annual General Assessments shall begin on the date of conveyance of the first Lot to an Owner other than a Declarant. The initial Assessment on any Lot subject to assessment may be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorated share of the annual General or Special Assessment charged to each Lot, prorated to the date of closing. The Residential Association may elect to dedicate a portion of the initial General Assessment to the Institute, or may collect the initial Institute Assessment as part of the initial General Assessment charged when title to a Lot is conveyed to an Owner.

c. **Discretion of Association Board.** When determining the General Assessment due from each Owner, each Association Board may, in its sole discretion, but is not obligated to, distinguish between Lots on which Buildings have not been constructed, Lots on which Buildings have been constructed and Lots on which Buildings are in the process of being constructed.

d. **Initial General Assessment.** As of the date this Declaration is recorded, the General Assessment due from the Owner of each Lot on which no Buildings have been constructed and on which no construction is taking place is forty dollars (\$40.00) per month, payable in advance for each calendar quarter, and such amount may be collected and received by the applicable Association Board without first establishing a budget. The General Assessment may be thereafter modified without amending this Declaration.

e. **Rights of Declarant.** So long as a Declarant has the right unilaterally to annex additional property, said Declarant may, but shall not be obligated to, reduce the General Assessment for its Association for any fiscal year by payment of a subsidy, which may be either a contribution, an advance against future Assessments due from said Declarant, or a loan, in Declarant's sole discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the budget and shall be made known to the Owners. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between an Association and Declarant.

Section 12.4 Institute Assessments.

a. **Establishment by Institute Board.** The Institute Board shall set the date or dates Institute Assessments become due and may provide for collection and payment of Assessments annually or in monthly, quarterly or semiannual installments.

b. **Date of Commencement.** The annual Institute Assessments shall begin on the day of conveyance of the first Lot to an Owner other than a Declarant. The initial Assessment on any Lot subject to assessment shall be collected at the time title is conveyed to the Owner.

During the initial year of ownership, each Owner shall be responsible for the prorated share of the annual Institute Assessment charged to each Lot, prorated to the month of closing.

c. **Collection.** The Residential Association shall, if requested by the Institute, collect the Institute Assessment at the time of collection of the annual General Assessment or may allocate a portion of the General Assessment to the Institute, and shall give to the Institute all funds collected on its behalf within fifteen (15) days of collection. The Institute shall have authority to enforce collection of Institute Assessments in the same manner as an Association may enforce collection of General and Special Assessments.

d. **Amount.** The annual amount of the Institute Assessment shall not exceed one hundred dollars (\$100.00) or ten percent (10%) of the annual General Assessment set by the Residential Association Board, whichever is greater. When determining the Institute Assessment, the Institute Board may, in its sole discretion, but is not obligated to, distinguish between Lots on which Buildings have not been constructed, Lots on which Buildings have been constructed and Lots on which Buildings are in the process of being constructed.

e. **Initial Institute Assessment.** As of the date this Declaration is recorded, the Institute Assessment of each Lot on which no Buildings have been constructed and on which no construction is taking place is twenty dollars \$20.00 per quarter, payable in advance for each calendar quarter, and such amount may be collected and received by the Institute Board or the Residential Association Board without first establishing a budget. The Institute Assessment may be hereafter modified without amending this Declaration.

Section 12.5 Special Assessment. In addition to the General Assessment, the Association Boards may levy in any fiscal year a Special Assessment on its Members applicable to that year and not more than the next four (4) succeeding years as follows:

a. **Capital Improvements.** Any substantial Capital Improvement which has been approved in accordance with Section 11.2 or any Capital Improvement not required to be approved by an Association's Members may be paid by Special Assessment.

b. **Emergency Assessment.** By a two-thirds (2/3) vote, an Association Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including but not limited to, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

c. **Discretion of Association Board.** When determining the Special Assessment due from each Owner, an Association Board may, in its sole discretion, but is not obligated to, distinguish between Lots on which Buildings have not been constructed, Lots on which Buildings have been constructed and Lots on which Buildings are in the process of being constructed.

Section 12.6 Neighborhood Assessment. The Association Boards may levy Neighborhood Assessments for expenses approved in accordance with the terms of this Declaration.

Section 12.7 Individual Lot Assessments. The Association Boards may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment.

Section 12.8 Capital Contribution Assessment. At the closing and transfer of title of each Lot to the first Owner other than Declarant, the Owner shall contribute an amount equal to three months Assessments (which shall include at least the General Assessment and Institute Assessment for Lots on which no Buildings have been constructed and on which no Buildings are being constructed) or such greater amount as required by Declarant by contract with the Person to whom it may sell a Lot. This contribution shall be used by an Association and the Institute for the purposes of initial and nonrecurring capital expenses of such Association and the Institute, respectively, and for providing initial working capital for the Associations and the Institute and shall not be considered as a pre-payment of Assessments (including without limitation the General Assessment and Institute Assessment).

Section 12.9 Effect of Nonpayment of Assessment; Remedies.

a. **Personal Obligation.** All Assessments, together with any interest and cost of collection when delinquent, including reasonable attorneys' fees whether or not suit is brought (collectively, the "**Assessment Charge**") shall be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment was levied, and of each subsequent Owner. No Owner may exempt himself from liability for Assessments by non-use of Commons, abandonment of his Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner, and binds the Owner for so long as it owns the Lot. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Declarant to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or Improvements, or from any other action it takes.

b. **Creation of Lien.** The Assessment Charge shall also be an encumbrance on the land and shall be a continuing lien upon the Lot against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This encumbrance and lien, in favor of the Association to which it is owed, shall secure the Assessment Charge which is then due, and which may accrue subsequent to the recordation of the claim of lien and prior to the entry of final judgment of foreclosure. Any subsequent Owner of the Lot shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. The Associations and the Institute may, in their sole discretion, but without any obligation to do so, notify any Person in whose favor a mortgage or other lien has been granted with respect to any Lot whenever an Association or Institute files a claim of lien with the Clerk of Court pursuant to this Section 12.9.

c. **Suit for Payment; Foreclosure of Lien.** An Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge(s), or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both; with the consent of the Institute, the Residential Association may include with its claim any amounts due to the Institute as Institute Assessments. Each Association, acting on behalf of the Owners who are

Members thereof, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

d. **Other Remedies.** In addition to the rights described in Subsection (c) above, the Association Boards shall have the right to assess fines up to a maximum of fifty dollars (\$50.00) per day, and to suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against said Owner's Lot remains unpaid.

Section 12.10 Certificate of Payment. The treasurer of an Association, upon request of any Owner, shall furnish a certificate signed by a Director stating whether any Assessments are owed by that Owner. Such certificate, when co-signed by the secretary of the relevant Association, may be relied upon by a good faith purchaser or Mortgagee as conclusive evidence of payment of any Assessment therein stated to have been paid.

ARTICLE 13 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. However, because insurance costs may increase significantly or new types of coverage made available, this ARTICLE 13 gives some flexibility to the Association Boards to select insurance coverage that is reasonable for the conditions that exist at that time.

Section 13.1 Review of Coverage. The Association Boards shall review limits of coverage for each type of insurance at least once each year.

Section 13.2 Casualty Insurance. The Residential Association Board may obtain and, if additional Commons with significant insurable Improvements are added to Rouzan, shall be required to obtain and maintain casualty insurance on the Commons for fire damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the coinsurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the Improvements constructed on the Commons. The Commercial Association shall fulfill the obligation to provide casualty insurance under this Section 13.2 for Common designated as Commercial Commons pursuant to Section 3.2b.

Section 13.3 Public Liability. The Association Boards may obtain public liability insurance in such limits as the Association Boards may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Commons and any water access located on or adjoining Rouzan. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of an Association, the Association Boards or other Owners.

Section 13.4 Director Liability Insurance. The Association Boards may obtain liability insurance insuring against personal loss for actions taken by Directors and advisory

members in the performance of their duties. Such insurance shall be of the type and amount determined by each Association Board in its discretion.

Section 13.5 Other Coverage. The Association Boards shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Association Board may determine or as may be requested from time to time by a majority vote of the Members.

Section 13.6 Lot Coverage. Each Owner shall obtain casualty insurance for Improvements on his/her/its Lot, naming the Association of which it is a Member as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the Improvements constructed on the Lot. Each Owner by accepting title to a Lot in Rouzan agrees that each policy of casualty insurance insuring the Lot and any Improvements thereon shall contain a waiver of all subrogation rights as against the Association of which it is a Member.

Section 13.7 Repair and Reconstruction after Fire or Other Casualty.

a. **Commons.** If fire or other casualty damages or destroys any of the Improvements on the Commons, the Association Board of the Association controlling the affected Commons shall arrange for and supervise the prompt repair and restoration of the Improvements. The Association Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such Improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves. The Association Board is under no obligation to replace any damaged Improvements to their previously existing condition, and, may instead authorize the construction of different types and designs of new Improvements.

b. **Lot Improvements.** If fire or other casualty damages or destroys a Building or any other Improvements on a Lot, the Owner of that Lot shall immediately proceed to rebuild and restore the Improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Design Review Board. In doing so, the Owner shall comply with the provisions of this Declaration. If the Owner fails to clean and secure a Lot within thirty (30) days after a casualty, the Association of which such Owner is a Member may remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Lot safe and attractive. The cost of such clean-up shall be assessed to the Owner as an Individual Lot Assessment pursuant to Section 12.7.

ARTICLE 14 AMENDMENT AND TERMINATION

Owners should be able to rely on this Declaration and the general principles it states. Amendment should not be easy. However, this Declaration must change over time, just as land uses will inevitably change over time. New solutions will be proposed from time to time to make the Associations operate more efficiently or to adjust to these changing conditions. Where clearly to the community's benefit, these new provisions should be incorporated into this Declaration.

Section 14.1 Amendment.

a. **By Declarant.** Notwithstanding any statement or inference to the contrary in this Declaration, Declarants specifically reserve and have the absolute and unconditional right, throughout the Class B Control Period, to amend this Declaration without the consent or joinder of any party. This right includes, but is in no way limited to, the right to amend this Declaration without consent (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iii) to clarify the Declaration's provisions or correct errors, (iv) to subject additional property to this Declaration or in connection with Supplemental Declarations or to withdraw property from Rouzan, (v) to change a name pursuant to this Declaration, or (vi) to conform to applicable law or the zoning requirements for Rouzan.

b. **By Members.** Except as stated elsewhere in this Declaration (including without limitation in Subparts (a) and (f) of this Section 14.1), after termination of the Class B Control Period, this Declaration may be amended at any time by the affirmative vote of two-thirds of all Owners; such amendment shall be evidenced by an instrument signed by the president or vice-president and secretary of the Residential Association, certifying approval in writing by two-thirds (2/3) of the total votes. Notwithstanding the foregoing, the Commercial Declaration and any other provision of this Declaration that solely affects Commercial Owners (including but not limited to the right to impose any charge, fee or Assessment against the Commercial Owners) may only be amended by the affirmative vote of two-thirds of the Commercial Owners; such amendment shall be evidenced by an instrument signed by the president or vice-president and secretary of the Commercial Association, certifying approval in writing by two-thirds (2/3) of the total votes. Rights reserved to a Declarant may not be amended without the specific consent of the Declarant. It is expressly stated that any Supplemental Declaration may, without any approval of the Owners, add, modify or otherwise supplement provisions of this Declaration, as originally filed or as same may be subsequently amended, and which will effectively (1) change (whether through increasing, lessening or otherwise) any or all restrictions on use, which would otherwise be applicable to property added to Rouzan pursuant to a Supplemental Declaration, but such changes shall only relate to and affect the Lots and other property added to Rouzan pursuant to the Supplemental Declaration, and (2) change (whether through increasing, lessening or otherwise) any or all building restrictions and/or other covenants, which would otherwise be applicable to property added to Rouzan pursuant to a Supplemental Declaration including without limitation all such building restrictions and/or

other covenants contained in the Residential or Commercial Declaration, as applicable, in the Guiding Principles and in the Landscape Regulations, but such changes shall only relate to and affect the Lots and other property added to Rouzan pursuant to the Supplemental Declaration. Notwithstanding any inference herein to the contrary, no Supplemental Declaration shall be deemed to have modified any provisions of this Declaration applicable to Lots included within Rouzan prior to the filing of such Supplemental Declaration unless Supplemental Declaration expressly states such intention and unless the Supplemental Declaration also qualifies as an amendment to this Declaration pursuant to this Subpart (b), or the following Subpart (c).

c. **Limitation.** Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the total votes of an Association's Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.

d. **Recording.** Any amendment to this Declaration shall take effect upon recording in the public records.

e. **Effective Date of Amendments.** Notwithstanding any inference herein to the contrary, no amendment or modification of this Declaration shall affect or bear on the construction of Buildings within Rouzan to the extent that such Buildings have been constructed prior to the adoption of such modifications 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 to this Declaration. Amendments and modifications to this Declaration shall be effective with respect to any conduct within Rouzan, or use of Lots, made after the date of such amendment or modification including without limitation thereto any such conduct or use occurring prior to such amendment or modification, and whether or not such conduct or use is continuing at the time of such amendment or modification.

f. **Supplemental Declarations and Amendments to Guiding Principles.** Notwithstanding any inference herein to the contrary, (i) Declarant and the Associations shall always have the right to make Supplemental Declarations pursuant to Section 1.6, without the consent of any Association Members, (ii) the Design Review Board shall always have the right to amend and modify the Guiding Principles as provided in the Residential and Commercial Declarations, without the consent of Association Members, (iii) the Association Boards shall always have the right to adopt and have filed amendments to this Declaration which contain modifications of the Guiding Principles adopted by the Design Review Board pursuant to Residential and Commercial Declarations, and (iv) the rights of Declarant and the Associations set forth in Subpart (b) of this Section 14.1, and in this Subpart (f), may not be withdrawn or otherwise modified without the consent of Declarant and the Association Boards.

Section 14.2 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind Rouzan and shall inure to the benefit of and be enforceable by Declarants, the Associations, and all Owners within Rouzan, their respective legal representatives, heirs, successors or assigns for thirty (30) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing ninety percent (90%) of the votes of the Owners shall have been recorded, agreeing

to terminate the Declaration as of a specified date. This Declaration may also be terminated in any of the following ways:

a. **Unanimous Consent.** The Declaration may be terminated at any time by the consent in writing of all Owners.

b. **Dedication of Commons.** Notwithstanding anything in this Declaration to the contrary, the Declarant or the Association which is responsible for the maintenance of such Commons shall at all times have the right, without the necessity of consent or approval of any of the Owners, to convey title to and/or dedicate the Common Roads and other Commons to the Governmental Authority with jurisdiction to accept such dedication, which is currently understood to be the City of Baton Rouge or the Parish of East Baton Rouge.

c. **Rerecording.** Unless this Declaration is terminated, the Association shall rerecord this Declaration or other notice of its terms at intervals, if any, necessary under Louisiana law to preserve its effect.

d. **Condemnation.** If all or part of the Commons is taken or condemned by any Governmental Authority having the power of eminent domain, all compensation and damages shall be paid to the Association charged with maintenance of such Commons. The Association Board shall have the right to act on behalf of such Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE 15 GENERAL PROVISIONS

Section 15.1 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. An 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 15.2 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 15.3 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 15.4 No Waiver. The waiver by any party of a breach of any provision of the Governing Documents, 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 this Declaration, the Guiding Principles 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 15.5 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 as that address is stated on the records of the Associations, as described in Section 9.4, 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 15.6 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 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 15.7 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 15.8 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Louisiana.

Section 15.9 Validity. If any one or more of the provisions (or any part thereof) of this Declaration, the Guiding Principles 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 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 15.10 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 Residential or Commercial Declaration, as applicable, (c) the Guiding Principles, (d) any Rules and Regulations that may be subsequently adopted, from time to time, by the Associations or the Association Boards, and all modifications thereto, and (e) any future amendments to this Declaration and/or the Guiding Principles adopted pursuant to the terms and provisions of this Declaration.

[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

RESIDENTIAL DECLARANT:

**ENGQUIST-ROUZAN RESIDENTIAL
DEVELOPMENT, LLC**

ENGQUIST MANAGEMENT, LLC, Manager

By: [Signature]
Charles A. Landry
Authorized Representative

IN WITNESS WHEREOF, the undersigned has intervened in the execution of 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

COMMERCIAL 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

EXHIBIT "A-1"
FINAL RESIDENTIAL PLAT OF ROUZAN

CAD ORIGINAL DO NOT MODIFY THIS DRAWING ALL REVISIONS MUST BE MADE TO THE CAD FILE ONLY	DRAWN BY:	CHECKED BY:	SCALE:	DATE:
	MRS	CAJ	1" = 150'	08/22/19
	PART: CHIEF	FIELD BOOK	SHEET NO:	PROJECT NO:
	N/A	00-01	1 OF 1	31477.7

ROUZAN
TRADITIONAL NEIGHBORHOOD DEVELOPMENT

MAIN RESIDENTIAL AREA

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 Point of Commencement;

Thence proceed S $63^{\circ}56'23''$ W a distance of 22.06' to a point,

Thence proceed S $28^{\circ}35'41''$ W a distance of 664.25' to a point;

Thence proceed with a curve turning to the right with an arc length of 7.49', with a radius of 25.00', with a chord bearing of S $69^{\circ}46'14''$ E, and with a chord length of 7.47' to a point;

Thence proceed S $61^{\circ}23'05''$ E a distance of 402.11' to a point;

Thence proceed S $28^{\circ}38'08''$ W a distance of 308.49' to a point;

Thence proceed S $88^{\circ}03'35''$ E a distance of 538.66' to a point;

Thence proceed S $30^{\circ}33'20''$ W a distance of 207.13' to a point, the actual Point of Beginning;

Thence proceed S $61^{\circ}37'31''$ E a distance of 354.70' to a point;

Thence proceed S $84^{\circ}31'44''$ E a distance of 111.26' to a point;

Thence proceed N $05^{\circ}28'16''$ E a distance of 186.25' to a point;

Thence proceed S $84^{\circ}34'28''$ E a distance of 302.82' to a point;

Thence proceed with a curve turning to the right with an arc length of 80.19', with a radius of 464.23', with a chord bearing of S $79^{\circ}34'50''$ E, and with a chord length of 80.09' to a point;

Thence proceed S $71^{\circ}29'32''$ E a distance of 50.88' to a point;

Thence proceed with a curve turning to the right with an arc length of 216.79', with a radius of 869.59', with a chord bearing of S $61^{\circ}18'49''$ E, and with a chord length of 216.23' to a point;

Thence proceed with a compound curve turning to the right with an arc length of 130.27', with a radius of 103.50', with a chord bearing of S $18^{\circ}06'45''$ E, and with a chord length of 121.84' to a point;

Thence proceed S $63^{\circ}50'55''$ E a distance of 121.05' to a point;

Thence proceed S $26^{\circ}09'07''$ W a distance of 762.43' to a point;

Thence proceed N $63^{\circ}50'56''$ W a distance of 15.00' to a point;

Thence proceed S $26^{\circ}09'05''$ W a distance of 875.00' to a point;

Thence proceed S $63^{\circ}50'56''$ E a distance of 15.00' to a point;

Thence proceed S $26^{\circ}09'05''$ W a distance of 1100.00' to a point;

Thence proceed N $59^{\circ}48'41''$ W a distance of 111.56' to a point;

Thence proceed N $60^{\circ}22'01''$ W a distance of 610.00' to a point;

Thence proceed N $30^{\circ}07'15''$ E a distance of 53.00' to a point;

Thence proceed N $43^{\circ}01'16''$ W a distance of 142.53' to a point;

Thence proceed N $47^{\circ}43'01''$ W a distance of 127.97' to a point;

Thence proceed N $28^{\circ}35'41''$ E a distance of 982.97' to a point;

Thence proceed S $61^{\circ}37'46''$ E a distance of 50.00' to a point;

Thence proceed N $28^{\circ}35'41''$ E a distance of 350.00' to a point;

Thence proceed N $61^{\circ}37'19''$ W a distance of 805.00' to a point;

Thence proceed N $28^{\circ}35'41''$ E a distance of 123.79' to a point;

Thence proceed with a curve turning to the left with an arc length of 85.62', with a radius of 105.00', with a chord bearing of N $88^{\circ}06'17''$ E, and with a chord length of 83.27' to a point;

Thence proceed with a compound curve turning to the left with an arc length of 368.55', with a radius of 286.01', with a chord bearing of N $28^{\circ}01'20''$ E, and with a chord length of 343.58' to a point;

Thence proceed with a compound curve turning to the left with an arc length of 26.78', with a radius of 105.00', with a chord bearing of N $16^{\circ}11'57''$ W, and with a chord length of 26.71' to a point;

Thence proceed N $66^{\circ}29'42''$ E a distance of 22.74' to a point;

Thence proceed S $61^{\circ}49'53''$ E a distance of 334.19' to a point;

Thence proceed N $28^{\circ}39'27''$ E a distance of 169.41' to a point;

Thence proceed N $65^{\circ}51'19''$ W a distance of 8.23' to a point;

Thence proceed N $31^{\circ}44'07''$ E a distance of 254.44' to a point, the actual Point of Beginning,
having an area of 2988373.79 Square Feet, 68.60 Acres

EXHIBIT “A-2”

FINAL COMMERCIAL PLAT OF ROUZAN

AUSITING PROPERTY OWNERS SWEETSBAY PLATE SUBDIVISION		Line #	Length	Direction/Corner
LOT 12	JONATHAN A. TOWN, JR. ROBERT J. KESLER	12	28.78	S84° 28' 00"E
LOT 13	HUBERT BULTMEZ	13	81.00	N70° 00' 00"E
LOT 14	THOMAS C. CHOUKE	14	11.67	N68° 30' 17"E
LOT 15	JUSTIN A. DUNN	15	85.68	S88° 11' 00"E
LOT 17	WALTER L. COMEAUX	17	28.00	S87° 28' 00"E
LOT 18	CHARLES W. LANDRY	18	54.91	S88° 40' 00"E
LOT 19	JONATHAN DODRA	19	54.91	S88° 40' 00"E
LOT 20	WILLIAM MASON	20	54.91	S88° 40' 00"E
LOT 21	RAY A. KELLY	21	54.91	S88° 40' 00"E
AUSITING PROPERTY OWNERS MEADOW LANE SUBDIVISION				
LOT 1	DONALD L. DAVID	1		
LOT 2	BERTON L. ALCOON	2		
LOT 3	GARTH W. COOK	3		
LOT 4	STEVEN CHEATHAM	4		
LOT 5	HUBERT J. WAGNER	5		
LOT 6	ALBERT F. PHINNEY	6		
LOT 46	BRIODER A. ELGIN	46		
LOT 52	RICHARD CANNON	52		
LOT 67A	LAUREN COAN	67A		
AUSITING PROPERTY OWNERS WOODCHASE SUBDIVISION				
LOT 13-4	BRYAN D. ANGLER	13-4		
LOT 15-B	PETERS J. MCKNIGHT	15-B		
LOT 16	RALPH F. DUPUY, JR.	16		
LOT 17	JOHN M. EDWIN	17		
LOT 18	MIRNA EDWARDS	18		
LOT 19	V. BELLA PATRICK, JR.	19		
LOT 20	JOHN R. DUNNIGER	20		
LOT 21	KRISTOPHER GRUNEWALD	21		
LOT 22	NORMAN BANKS	22		
LOT 23	CHARLES C. KENNEDY	23		
LOT 25	WILLIAM W. SCHEFFY	25		
LOT 26	LAWRENCE E. RUTH	26		
LOT 27	MILANEE J. CASIDY	27		
LOT 28	KRISTY R. ALLEN	28		
LOT 29	TARNE F. COVILLON	29		
LOT 30	JAMES W. JOLLY	30		
LOT 31	FRANKIE B. PLATTE	31		
LOT 67	KICARDO J. RODRIGUEZ	67		
LOT 68	CLARA K. SCHILD	68		
LOT 84	MICHAEL COOK	84		
LOT 85	MICHAELS CRAPANZANO	85		
LOT 86	ROBERT J. RICHARDSON	86		
LOT 87	DAVID C. CANDELLO	87		
LOT 88	MICHAEL MATTHEWS	88		
LOT 89	MICHAEL M. MAULDIN	89		
LOT 90	ELIZABETH S. COX	90		
LOT 91	HUGH D. BRANNAN	91		
LOT 92	DAVID J. MAPLES	92		
LOT 93	TIMOTHY DIETRICH	93		
AUSITING PROPERTY OWNERS HYACINTH TERRACE SUBDIVISION				
LOT 1	SHIRLEY L. MCMAHARA	1		
LOT 2	ROBERT A. ARSON	2		
LOT 3	PAULA A. PATRACIO	3		
LOT 4	DOROTHY F. ELGIN	4		
AUSITING PROPERTY OWNERS RICHLAND PLANTATION PROPERTY				
LOT 1-A	SEIS ASSOCIATES	1-A		
LOT 1-B	BAILEY LAND COMPANY	1-B		
LOT 1-C	ANTHONY J. LARATA	1-C		
AUSITING PROPERTY OWNERS COLUMBIANA CREEK SUBDIVISION				
LOT 6	MALCOLM B. PRICE, JR.	6		
LOT 7-A	ADRIAN A. KHAN	7-A		
AUSITING PROPERTY OWNERS MISCELLANEOUS				
PARCELS	OLGA NELSON SVENDSON PROPERTY			
A-1	BOBBY D. WELCH			
B-1	DANIEL T. HODDER			
C-1	ROBBY D. WELCH, ET AL.			
F-1-B-1-B	2800 WEST 13TH ST			
UNCD TRACT	LEE BEARDE & ASSOCIATES			
ROZANT TND	PH 18-A & 18-B & 3C			
LOT 60-A	JOHN & ERYN JACKSON			
LOT 63-403	LEWIS CONSTRUCTION			
LOT 64	MEGHAN SPILL			
LOT 66	LUIGIANE DANIELSON			
LOT 68-69	JPM CONSTRUCTION			
LOT 18	KENNETH W. FRANKY			
LOT 26	CHARLES CHASTANON			
LOT 27	THOMAS C. STUCKEY III			
LOT 28	MITCHELL D. WILLIAMS			
LOT 29	YOUNG DRUING			
LOT 30-B	LESLIE KLEIN			
LOT 31	ALLEN PERCIE			
LOT 38	GLADSON PARTNERS, L.L.C.			
LOT 39	SHANNON M. SHUPES			

GENERAL NOTES:

- CITY OF COMMUNICATIONS
- FIRE DISTRICT 1 BAYTON FIRE DISTRICT
- CHARACTER AREA: SUBURBAN
- STREETS: EXISTING
- FLOOD ZONE: "A" AND "AE"
- ZONING: TD
- COASTAL HAZARD: LAND USE NEIGHBORHOOD: URBAN
- SEA LEVEL ELEVATION: 56 FT. N.A.D. (1988)
- SEWER: EXISTING CONNECTION TO CSD
- INUNDATION ELEVATION: 21.5 FT. N.A.D.
- WATER: BAY REGION WATER USE
- SOURCE: STREAM, CARRON CREEK
- ELECTRICITY: 120V/240V, 60 HZ
- GAS: 120V/240V
- TELEPHONE: AT&T

SCHOOL DISTRICTS:

- ELEMENTARY SCHOOL: BOUTHWINDS ELEMENTARY
- MIDDLE SCHOOL: GLASSBORO MIDDLE SCHOOL
- HIGH SCHOOL: ROBERT E. LEE HIGH

REFERENCE MAPS:

FLOOD INFORMATION:

THE PROPERTY LOCATED HEREON LIES WITHIN FLOOD ZONE'S "A" AND "AE" ACCORDING TO THE H.U.D. FIRM # OF EAST BAYOU RASHE PARISH, LOUISIANA, COMMUNITY # 220028, MAP # 22002C0405E, DATED MAY 12, 2008. THE BASE FLOOD ELEVATION = 26 FT. NGVD (1988 DATUM).

SEWAGE DISPOSAL:

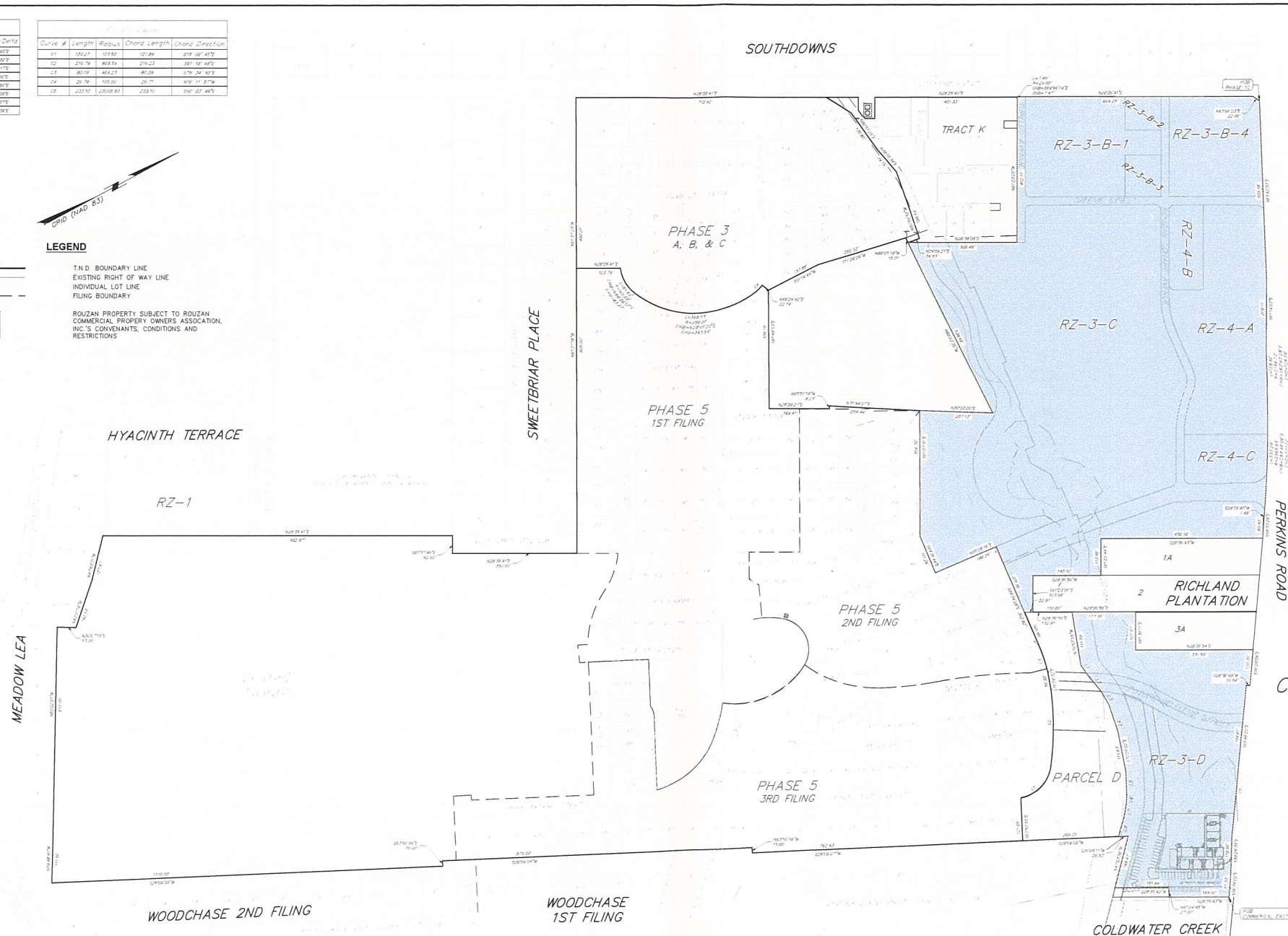
NO PERSON SHALL PROVIDE A METHOD OF SEWAGE DISPOSAL, EXCEPT TO AN APPROVED SANITARY SEWER SYSTEM, UNLESS THE METHOD OF SEWAGE DISPOSAL HAS BEEN APPROVED BY THE HEALTH UNIT OF EAST BAYOU RASHE PARISH.

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 ALL STATE AND FEDERAL DRAINAGE REQUIREMENTS SET FORTH IN SECTION 15.03 OF THE UNITED DEVELOPMENT CODE, LATEST EDITION.



NOTES:

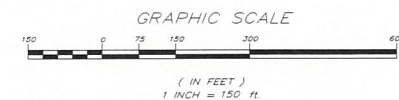
1) NO ATTEMPT WAS MADE BY THE GROUP LEE TO JERRY TITLE. ACTUAL LEGAL OWNER/PROPRIETORS, EASEMENTS, RIGHTS-OF-WAY, DEED RESTRICTIONS, EASEMENTS OR ENVIRONMENTAL ISSUES OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN THOSE FURNISHED BY THE COUNTY RECORDS DEPARTMENT.

2) THE CITY OF BAYON RIVER PARISH OF EAST BAYON RIVER DOES NOT ENFORCE PRIVATE LEASE AND/OR SUBDIVISION RESTRICTIONS. HOWEVER, THE APPROVAL OF THIS PLAT DOES NOT RELEASE THE OWNER AND/OR CONTRACTOR RULERS FROM COMPLYING WITH ANY SUCH RESTRICTIONS THAT MAY BE ATTACHED TO THE PROPERTY ON THIS PLAT.

3) THE BASE FLOOD ELEVATION SHOWN HEREIN IS SUBJECT TO CHANGE. THE CURRENT BASE FLOOD ELEVATION SHALL BE DETERMINED BY THE ENGINEERING DIVISION OF THE EAST BAYON RIVER CITY PARISH DEPARTMENT OF PUBLIC WORKS.



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



NOTE:
THIS IS A COMPILED MAP OF VARIOUS RECORDED FINAL PLATS AND SURVEYS
PERTAINING TO THE ROLZAN 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.

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 $88^{\circ}03'35''$ W a distance of 538.66' to a point;

Thence proceed N $28^{\circ}38'08''$ E a distance of 308.49' to a point;

Thence proceed N $61^{\circ}23'05''$ 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 $69^{\circ}46'14''$ W, and with a chord length of 7.47' to a point;

Thence proceed N $28^{\circ}35'41''$ E a distance of 664.25' to a point;

Thence proceed N $63^{\circ}56'23''$ 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

ROUZAN
TRADITIONAL NEIGHBORHOOD DEVELOPMENT

RESIDENTIAL PARCEL D

SECTION 94 T7S - R1E
EAST BATON ROUGE PARISH, LOUISIANA

Commence at a point which is the extreme northerly corner of Lot 7-A, Coldwater Creek Subdivision, East Baton Rouge Parish, Louisiana, the Point of Commencement;

Thence proceed S 28°35'43" W a distance of 169.00' to a point;

Thence proceed N 61°24'45" W a distance of 27.00' to a point;

Thence proceed S 28°35'42" W a distance of 151.94' to a point

Thence proceed N 47°03'56" W a distance of 149.47' to a point;

Thence proceed S 26°09'11" W a distance of 26.93' to a point, the actual Point of Beginning;

Thence proceed S 26°09'05" W a distance of 268.25' to a point;

Thence proceed N 63°50'55" W a distance of 121.05' to a point;

Thence proceed with a curve turning to the left with an arc length of 130.27', with a radius of 103.50', with a chord bearing of N 18°06'45" W, and with a chord length of 121.84' to a point;

Thence proceed with a compound curve turning to the left with an arc length of 216.79', with a radius of 869.59', with a chord bearing of N 61°18'49" W, and with a chord length of 216.23' to a point;

Thence proceed N 71°29'32" W a distance of 50.88' to a point;

Thence proceed with a curve turning to the left with an arc length of 80.19', with a radius of 464.23', with a chord bearing of N 79°34'50" W, and with a chord length of 80.09' to a point;

Thence proceed N 84°34'28" W a distance of 100.86' to a point;

Thence proceed N 28°36'56" E a distance of 132.91' to a point;

Thence proceed S 70°53'55" E a distance of 151.59' to a point;

Thence proceed N 84°39'55" E a distance of 26.78' to a point;

Thence proceed N $79^{\circ}59'02''$ E a distance of 67.06' to a point;

Thence proceed N $88^{\circ}38'17''$ E a distance of 41.63' to a point;

Thence proceed S $80^{\circ}11'00''$ E a distance of 80.68' to a point;

Thence proceed S $72^{\circ}20'02''$ E a distance of 115.63' to a point;

Thence proceed S $63^{\circ}28'50''$ E a distance of 65.70' to a point;

Thence proceed S $58^{\circ}40'20''$ E a distance of 26.20' to a point;

Thence proceed S $51^{\circ}49'37''$ E a distance of 34.16' to a point;

Thence proceed S $45^{\circ}53'38''$ E a distance of 59.81' to a point,
which is the actual Point of Beginning, having an area of 116613.53 Square Feet, 2.677 Acres

ROUZAN
TRADITIONAL NEIGHBORHOOD DEVELOPMENT
TRACT K

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 Point of Commencement;

Thence proceed S 63°56'23" W a distance of 22.06' to a point;

Thence proceed S 28°35'41" W a distance of 664.25' to a point, the actual Point of Beginning;

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

Thence proceed S 61°23'05" E a distance of 402.11' to a point;

Thence proceed S 28°38'08" W a distance of 308.49' to a point;

Thence proceed N 09°09'21" E a distance of 34.93' to a point;

Thence proceed N 80°50'10" W a distance of 199.59' to a point;

Thence proceed S 78°10'34" W a distance of 79.15' to a point;

Thence proceed S 82°51'25" W a distance of 130.85' to a point;

Thence proceed S 61°09'36" W a distance of 80.02' to a point;

Thence proceed N 28°35'41" E a distance of 87.60' to a point;

Thence proceed S 61°24'42" E a distance of 36.15' to a point;

Thence proceed N 82°51'44" E a distance of 29.38' to a point;

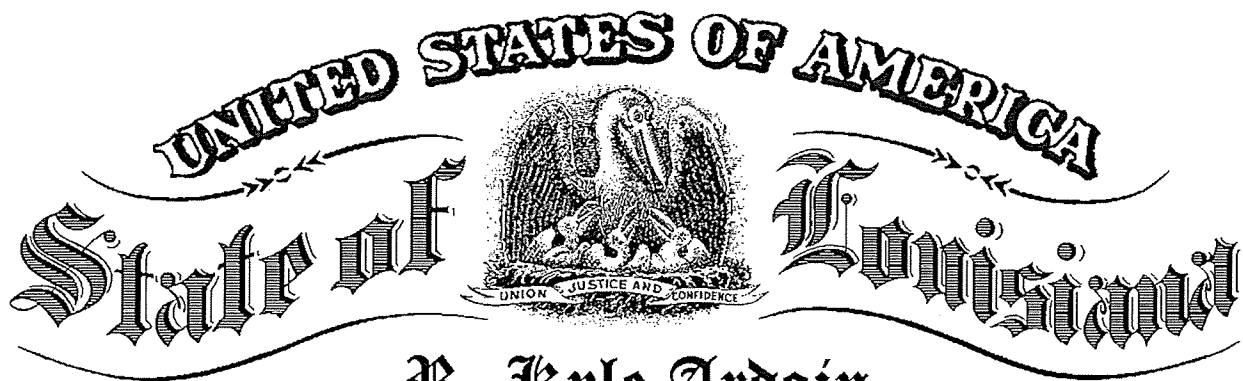
Thence proceed N 28°35'41" E a distance of 30.00' to a point;

Thence proceed N 61°24'05" W a distance of 60.00' to a point;

Thence proceed N 28°35'40" E a distance of 401.33' to a point;
which is the actual Point of Beginning, having an area of 148553.82 Square Feet, 3.410 Acres

EXHIBIT “B”

INITIAL FORM OF ARTICLES OF INCORPORATION
OF
ROUZAN INSTITUTE, INC.



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 INSTITUTE, INC.

Domiciled at BATON ROUGE, LOUISIANA,

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

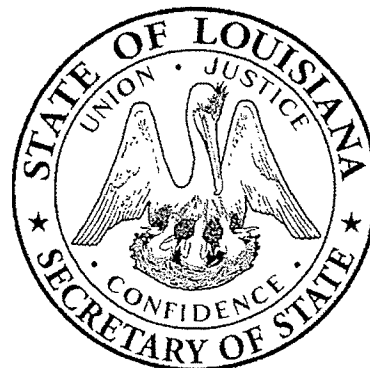
And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 2.

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,

August 15, 2019

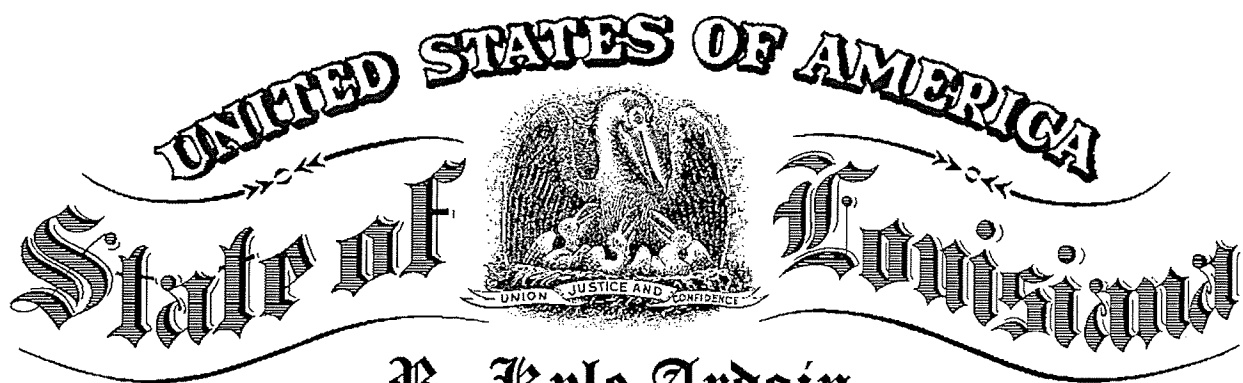
Secretary of State

WEB 43570622N



Certificate ID: 11109214#P8E52

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



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 INSTITUTE, INC.

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

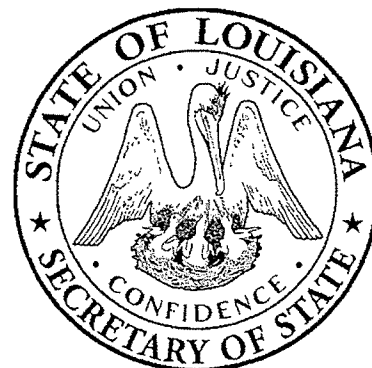
ORIGF 08/15/2019 3 pages

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,

August 15, 2019

Secretary of State

WEB 43570622N



Certificate ID: 11109215#XBF52

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 INSTITUTE, 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 A. 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 M. 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 (8/14/2019)

TITLE: REGISTERED AGENT

SECRETARY OF STATE



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 43570622N

Charter Name: ROUZAN INSTITUTE, 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
08/15/2019	CHARLES A. LANDRY	CHARLES A. LANDRY

EXHIBIT “C”

INITIAL FORM OF BYLAWS OF ROUZAN INSTITUTE, INC.

**INITIAL FORM OF BYLAWS
OF
ROUZAN INSTITUTE, INC.**

BYLAWS

OF

ROUZAN INSTITUTE, INC.

These are the Bylaws of Rouzan Institute, Inc. ("**Bylaws**") adopted concurrently with the Declaration of Covenants, Conditions and Restrictions for Rouzan ("**Declaration**") 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.

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, East Baton Rouge Parish, Louisiana, pursuant to the requirements of the Louisiana Non-Profit Corporation Law. The Property is described in the Declaration and Exhibits attached thereto, which Declaration and Exhibits have been or will be recorded in the Conveyance Records of East Baton Rouge Parish, Louisiana. These Bylaws shall apply to Owners of Lots in Rouzan.

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

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

**ARTICLE II
INSTITUTE**

Section 1. **Composition.**

(a) There shall be two (2) types of membership in the Institute: Class A membership and Class B membership. The Class A membership shall consist of all of the Owners of Lots, 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 Declaration, until termination of the Class B Control Period, as set forth in the Declaration. After termination of the Class B Control Period, the Institute shall consist only of Class A Members.

(b) For all purposes, the Institute shall act merely as an agent for the Owners as a group. The Institute shall have the responsibility of administering Rouzan, establishing the means and methods of collecting Institute 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 Institute by the Declaration and applicable law. Except as to those matters which applicable law specifically requires to be performed by the vote of the Institute, the

foregoing responsibilities shall be performed by the Institute Board as more particularly set forth in ARTICLE III of these Bylaws.

Section 2. Annual Meetings. The annual meeting of the Institute shall be held each year on or before March 1 of each year. At such annual meeting, the Institute 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 Institute, Declarant shall be entitled to designate the Directors. Declarant shall select the members of the initial Institute Board as listed in the Articles of Incorporation.

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

Section 4. Special Meetings.

(a) The President shall call a special meeting of the Institute if so directed by resolution of the Institute Board or upon a petition signed and presented to the Secretary by Owners of not less than fifty percent (50%) of total number of Lots 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 Institute 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 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 personal delivery, receipt by Owner of electronic mail with read receipt requested 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 Institute.

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 shall constitute a quorum at any meeting of the Institute.

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

Section 9. **Voting.** Voting at all meetings of the Institute shall be exercised by the Members, unless otherwise set forth in the Declaration. Each Owner shall be entitled to vote based on the number of votes each Member has in the Association. Each Residential Lot shall be entitled to one (1) vote. Each Commercial Lot shall be entitled to one 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 Association. Where the ownership of a Lot is in more than one Person, the Person who shall be entitled to cast the vote of such Lot shall be the Person named in a certificate executed by all of the owners of such Lot 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 shall be the Person owning such Lot who is present. If more than one Person owning such Lot 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 at any meeting of the Institute.

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 Lots in Rouzan 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 Institute. Any specified percentage of the Owners means the Owners owning such percentage interests in the aggregate.

If Declarant owns or holds title to one or more Lots, Declarant shall have the right at any meeting of the Institute to cast the vote of such Lot or Lots. No Owner may vote at any meeting of the Institute or be elected to or serve on the Institute Board if the Institute has perfected a lien and privilege against his Lot as a result of the Owner's failure to pay any Institute 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 percent (75%) of the total number of Lots 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 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 Institute 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 Institute. All votes shall be tallied by persons appointed by the President or other officer presiding over the meeting.

ARTICLE III INSTITUTE BOARD

Section 1. Number and Qualification. The affairs of the Institute shall be governed by an Institute Board. Until termination of the Class B Control Period, and thereafter until their successors shall have been elected by the Owners, the Institute Board shall consist of such persons as may be designated by Declarant. The Institute Board shall be composed of five (5) persons, all of whom shall be Owners or spouses of Owners, mortgagees (or designees of mortgagees) or designees of Declarant. The five (5) person Board shall consist of Owners elected from the Lots. The Owners shall enjoy the benefits of cumulative voting in the election of Board members, meaning each Lot Owner shall be entitled to cast five (5) votes per seat being filled.

Section 2. Powers and Duties. The Institute Board shall have all of the powers and duties necessary for the administration of the affairs of the Institute and may do all such acts and things as are not required to be exercised and done by the Institute or Owners by applicable law, the Declaration or these Bylaws. The Institute 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 Institute that may hereafter be adopted, the Institute Board shall on behalf of the Institute:

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

(b) make Institute Assessments to defray the costs and expenses of the Institute, establish the means and methods of collecting such Institute Assessments from the Owners and establish the period of the installment payment of the Institute Assessment. Unless otherwise determined by the Institute Board, the annual Institute 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 of the Institute.

(d) designate, hire and dismiss the personnel necessary for the operation of the Institute 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 Institute Assessments, deposit the proceeds thereof in Bank depositories designated by the Institute Board and use the proceeds to carry out the administration of the Institute.

(f) open bank accounts on behalf of the Institute and designate the signatories thereon.

(g) make, or contract for the provision of services for the Institute, in accordance with these Bylaws.

(h) enforce by legal means the provisions of the Declaration and these Bylaws.

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

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

(k) keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Institute and the administration of the Institute specifying the 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 Institute 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 Institute, the books and records may be audited by an independent accountant retained by the Institute Board who shall not be an occupant of Rouzan or an Owner. The cost of such audit shall be included in the Institute Assessment.

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

(m) borrow money on behalf of the Institute when required in connection with the operation of the Institute, provided, however, that the consent of Owners representing at least seventy-five percent (75%) of the total number of Lots 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).

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

Section 3. Election and Term of Office.

(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 Institute Board, and their terms of office shall be as follows: the term of office of two (2) of the Directors shall be fixed at three (3) years, the term of office of two (2) 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 Institute 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 Institute 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 Institute 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 Institute 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 Institute 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 Institute 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 Institute. 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 Institute Board following the annual meeting of the Institute shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Institute at the meeting at which such Institute 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 Institute Board are present at such first meeting.

Section 7. Regular Meetings. Regular meetings of the Institute Board may be held at such time and place as is determined from time to time by a majority of the Institute Board, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Institute 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 Institute 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 Institute 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 Institute Board, and such waiver shall be deemed equivalent to such notice having validly been given. Attendance by a Director at any meeting of the Institute 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 Institute Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Institute Board. At all meetings of the Institute 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 Institute Board. If at any meeting of the Institute 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 Institute Board and the Secretary shall keep a minute book of the Institute Board recording therein all resolutions adopted by the Institute Board and a record of all transactions and proceedings occurring at such meetings.

Section 12. Action Without Meeting. Any action by the Institute 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 Institute Board.

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

Section 14. Fidelity Bonds. The Institute Board shall obtain and maintain adequate fidelity bonds in an amount not less than 125% of the total annual Institute 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 Institute who handle or are responsible for Rouzan funds. The premiums on such bonds shall be paid as part of the Institute Assessment. Such fidelity bonds shall: (i) name the Institute 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 Institute Board, Officers, Owners, Institute.

(a) The officers and Directors shall not be liable to the Institute for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Institute 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 Institute Board on behalf of the Institute 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 Institute. Every agreement made by the officers, the Institute Board or a manager on behalf of the Institute shall, if obtainable, provide that the officers, Directors or the manager, as the case may be, are acting only as agents of the Institute and shall have no personal liability thereunder (except as Owners). No Owner, as a Member of the Institute, shall be personally liable for any obligation of the Institute.

(b) The Institute shall not be liable for any failure of water supply or other services to be obtained by the Institute or paid for as part of the Institute 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 Commons or from any pipe, drain, conduit, appliance or equipment. The Institute 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 Commons. No diminution or abatement of any Institute Assessments, as herein

elsewhere provided, shall be claimed or allowed for inconvenience or discomfort, arising from the making of repairs or improvements to the Commons or from any action taken by the Institute 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 Institute and any of its Directors, or between the Institute 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 Institute 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 Institute Board or the committee, and the Institute 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 Institute 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 Institute Board or committee thereof which authorizes, approves or ratifies any contract or transaction.

Section 17. Committees. The Institute 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 Institute.

ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Institute shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Institute Board. The Institute 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 Institute shall be elected annually by the Institute Board at the organization meeting of each new Institute Board and shall hold office at the pleasure of the Institute 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 Institute Board or at any special meeting of the Institute Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Institute, preside at all meetings of the Institute and of the Institute 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 Institute.

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 Institute 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 Institute and of the Institute Board, have charge of such books and records as the Institute 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 Institute 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 Institute Board, the Institute or the manager, in such depositories as may from time to time be designated by the Institute 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 Institute 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 Institute Board or by the President.

In the event the Institute 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 Institute Board or by the President.

Section 8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Institute for expenditures or obligations in excess of Five Thousand Dollars (\$5,000.00) shall be executed by any two (2) officers designated by the

Institute 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 Institute Board.

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

ARTICLE V OPERATION OF THE PROPERTY

Section 1. Determination of Institute Assessments.

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

(b) **Preparation and Approval of Budget.**

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

(ii) Such budget shall also include such reasonable amounts as the Institute Board considers necessary to provide working capital and a general operating reserve. At least thirty (30) days before the beginning of each fiscal year, the Institute Board shall send to each Owner a copy of the budget in a reasonably itemized form which sets forth the estimated amount of the Institute Assessment payable by each Owner. Such budget shall constitute the basis for determining each Owner's Institute Assessment. The budget must be approved by the Association prior to submission to the Owners.

(c) **Institute Assessment.** Subject to the provisions of Article 15 of the Declaration, the total amount of the estimated funds required for the operation of the Institute set forth in the budget adopted by the Institute Board shall be a lien against each Owner's Lot. 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 Institute Board or the manager (as determined by the Institute Board) one-twelfth (1/12) of such Institute Assessment. Within ninety (90) days after the end of each fiscal year, the Institute Board shall supply to all Owners an itemized accounting of the Institute Assessments for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Institute 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 Institute Board deems it advisable, be credited according to each Owner's Institute 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 Institute Assessments and shall be payable either (1) in full with payment of the next monthly Institute Assessment due, or (2) in not more than six (6) equal monthly installments, as the Institute Board may determine.

(d) Initial Capital Payment. Upon taking office, the first Institute 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. Institute Assessments shall be levied and become a lien against the Owners during such period as provided in paragraph (c) of this Section.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Institute 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 Institute 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 Institute Assessments.** The Institute Board, or the manager at the request of the Institute Board, shall take prompt action to collect any Institute 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 Institute Assessments.** The Institute Board shall promptly provide any Owner, prospective Owner or mortgagee so requesting the same in writing with a written statement of all unpaid Institute Assessments due from such Owner. The Institute 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 Institute 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 Institute, the Institute 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 District	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.														
	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 (MR) 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 planned 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 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.														
Land Classifications															
Building Types (From ZVA market study dated 2012)	Village Context														
	Horizontal Placement BTL: Build To Line (mandatory)														
Commercial															
Live/Work															
Mansion Condo (Single Family Attached)															
Rowhouses (Single Family Attached)															
Neighborhood Townhouses (Single Family Attached)															
Village Cottage (Single Family Detached)															
Neighborhood Cottage (Single Family Detached)															
Neighborhood House (Single Family Detached)															
Manor House (Single Family Detached)															
Second-Age Modernist															
General Instructions	SHALL PERMIT RESIDENTIAL ABOVE COMMERCIAL USE														
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.														
Reserve	SEE DEFINITION														
	SEE DEFINITION														
Preserve	SEE DEFINITION														
	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.														
	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.														
	BUILDINGS OCCURRING ON CORNER LOTS SHALL BE TREATED AS A PRINCIPAL ELEVATION ON BOTH FRONTAGES.														
Outbuilding/Garage	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 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. IT SHALL NOT EXCEED MORE THAN 4 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 3 COVERED SPACES.														
Facade	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.														
Fences and Garden Walls	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 COINCIDE DIRECTLY WITH PRESERVES.														
	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 COINCIDE 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.														
	BUILDINGS ON CORNER LOTS SHALL HOLD CLEAR A VIEW TRIANGLE AS APPROVED IN THE ROUZAN ZONING ORDINANCE. SEE STREET SECTIONS AND DETAILS.														
Parking	GARAGES SHALL BE ENTERED FROM THE REAR ALLEY OR LAINE, IF PROVIDED. WHERE LOTS ARE NOT ALLEY LOADED, PARKING PLACEMENT SHALL BE A MINIMUM OF 20 FEET BEHIND THE FACADE WITH A MAXIMUM OF A SINGLE WIDEN DRIVEWAY NOT EXCEEDING 16 FEET IN WIDTH FROM THE FRONTAGE TO THE FACADE LINE.														
	GARAGES SHALL BE ENTERED FROM THE REAR ALLEY OR LAINE, IF PROVIDED. WHERE LOTS ARE NOT ALLEY LOADED, PARKING PLACEMENT SHALL BE A MINIMUM OF 20 FEET BEHIND THE FACADE WITH A MAXIMUM OF A SINGLE WIDEN 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.														
	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.														
Porches, Balconies, and Stoops	PORCHES, BALCONIES AND STOOPS SHALL BE PROVIDED IN ANY ONE OF THE COMBINATIONS SHOWN ON ARCHITECTURAL TYPOLOGIES.														
	PORCHES, BALCONIES AND STOOPS SHALL BE PROVIDED IN ANY ONE OF THE COMBINATIONS SHOWN ON ARCHITECTURAL TYPOLOGIES.														
Main Floor	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".														
	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 FLOOR HEIGHT SHALL BE NO LESS THAN 12'. THE SECOND FLOOR SHALL HAVE A HEIGHT OF NO LESS THAN 10'.														
	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	2.5 STORIES OR 30' (WHICHEVER IS GREATER)														
	2.5 STORIES OR 30' (WHICHEVER IS GREATER)														
Corner Lots	ALL LOTS OCCURRING AT BLOCK CORNERS SHOULD BE A MINIMUM OF 2 STORIES.														
	ALL LOTS OCCURRING AT BLOCK CORNERS SHOULD BE A MINIMUM OF 2 STORIES.														
Roofs	BUILDINGS SHALL HAVE SLOPED ROOFS IN ACCORDANCE WITH THE ARCHITECTURAL TYPOLOGIES.														
	BUILDINGS SHALL HAVE SLOPED ROOFS IN ACCORDANCE WITH THE ARCHITECTURAL TYPOLOGIES.														

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.

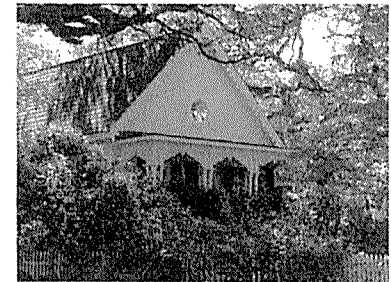
Front and Side Facade Zones: Turf grass shall be limited to a 40% maximum.

Private Zone: Existing vegetation shall be preserved if possible.

Rear and Side Yard 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

Front Yard 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

Front Yard 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

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 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.

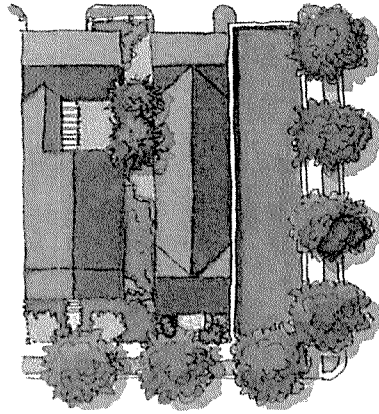
LIVE/WORK

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.

Rear Yard 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

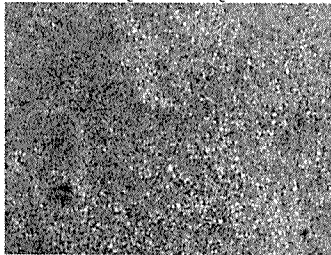
Landscaping with this building type is limited to the planting strip and street trees. The owner is not responsible for the landscaping.

NEIGHBORHOOD CENTER

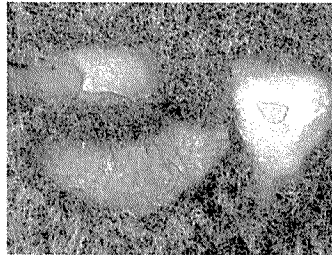
Groundcovers and beds shall compose a minimum of 70% of the green space, and turf grasses should be limited to 30% or less. Paving may be entirely grouted or poured, although loose set pavers are encouraged in private yards. Evergreen groundcover or shrubbery shall be planted in the 30' zone adjacent 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.



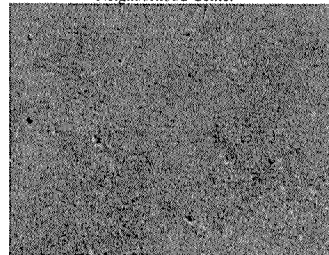
Neighborhood Edge

*Hollywood Drive*

Mixed Residential

*Flagstone in grass*

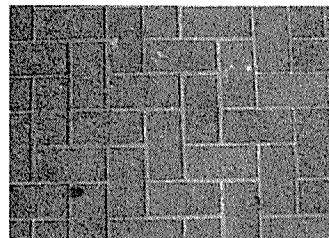
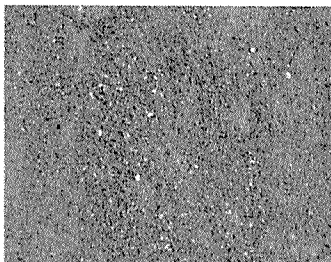
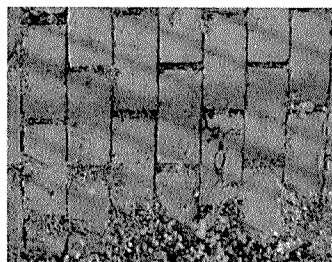
Neighborhood Center

*Poured 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.

*Pine Needles**Flagstone**Grouted Brick**Crushed Stone**Brick Pavers**Stamped Concrete*

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
Willow Oak
Southern Red Oak
Cherry Bark Oak

Cypress
American Holly
Nuttall Oak
American Elm

Tulip Tree
Spruce Pine
Southern Magnolia
Sycamore

MEDIUM

Drake Elm
Fringe Tree
Swamp Red Maple
Pistachio

Sweet Bay Magnolia
Crape Myrtle
Chinese Parasol Tree
Camellia Tree

Redbud
Leyland Cypress
River Birch
Little Gem Magnolia

SMALL

Red Bay
Fringe Tree
Swamp Red Maple
Pistachio

Saucer Magnolias
Crape Myrtle
Chinese Parasol Tree
Camellia Tree

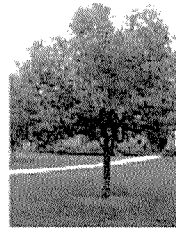
Redbud
Leyland Cypress
River Birch
Little Gem Magnolia

ALLEY TREE**RECOMMENDATIONS:**

Sweet Bay Magnolia
Cypress

Drake Elm
Maples

'Highrise' Live Oak



live oak



tulip tree



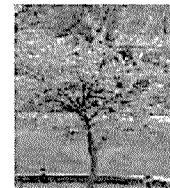
cypress tree



willow oak



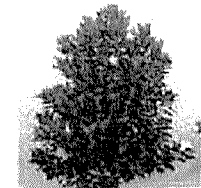
sweet bay magnolia



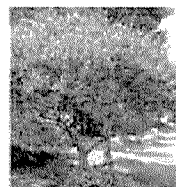
redbud tree



pistachio tree



little gem magnolia



english ivy



lady banks rose



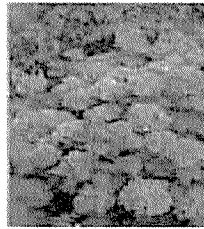
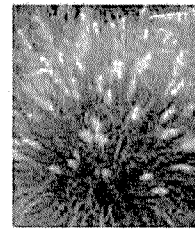
confederate jasmine



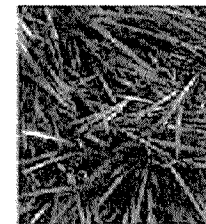
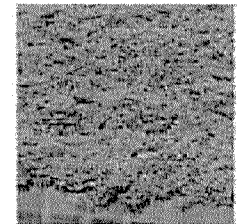
clematis vine

SHRUBS

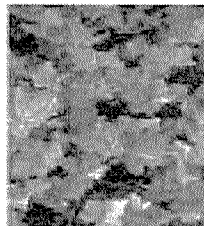
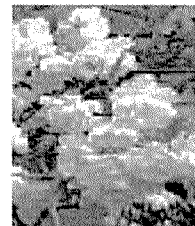
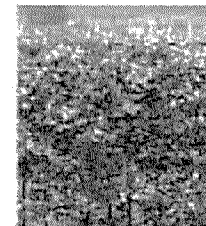
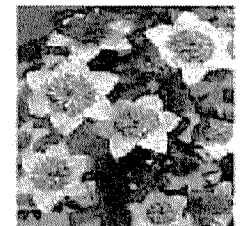
Azaleas	Pittosporum	Hydranges
Camellia	Banana Shrub	Ligustrum
Spires	Sweet Olive	Hollies
Gardenia	Mock Orange	Indian Hawthorn
Nandina	Abelina	Bottlebrush
Fatsia	Boxwoods	Japanese Yew
Viburnum	Privet	Loropetalum
Hamelin Grass	Miscanthus	

*hydrangea**hamelin grass**boxwoods**spirea***GROUND COVERS**

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

*agapanthus**foxtail fern**monkey grass**creeping juniper***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

*english ivy**lady banks rose**confederate jasmine**clematis vine***TURF GRASSES**

Centipede (certified centipede recommended)
St. Augustine
Zoysia
Bermuda

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.
 - f) 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, pigeoniers, 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, pigeoniers 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 subsoil, 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

APPENDIX “A”

DEFINITIONS

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

- a. **Additional Definitions.** Additional definitions for some terms used in the Guiding Principles are included as part of the Guiding Principles. In addition, unless the context otherwise requires or specifies, the words and phrases defined in this Declaration, when used in 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 Guiding Principles.
- b. **General.** All terms used in this Declaration and/or in 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.
- c. **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).
- d. **Alley.** “*Alley*” shall mean a traditional, walkable thoroughfare serving the pedestrian mobility and access needs at the rear of residential units other than the town center. Other functions include trash removal and utility service. Utilities are usually placed in lanes. Drainage runs to swales with grass areas at the edges of the travel way. Pavement is generally 9 to 10 feet wide with two way “yield street” traffic flow at 15 mph. Windows facing the lane help maintain security. Garage apartments can help provide this added security
- e. **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.
- f. **Assessment Charge.** “*Assessment Charge*” shall have the meaning set forth in Section 12.9a.
- g. **Assessments.** “*Assessments*” shall mean, collectively, the following charges:

(1) **General Assessment.** The “*General Assessment*” is the amount assessed to, and due from, all Members of an Association to meet such Association’s annual budgeted expenses and cash requirements, as described in Section 12.3.

(2) **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 in Section 12.7.

(3) **Institute Assessment.** The “*Institute Assessment*” is the amount assessed to, and due from, all Institute Members to meet the Institute’s annual budgeted expenses and cash requirements, as described in Section 12.4.

(4) **Neighborhood Assessment.** A “*Neighborhood Assessment*” is an amount assessed to, and due from, each Owner within a particular Neighborhood for special services or Capital Improvements within such Neighborhood, as discussed in Section 12.6.

(5) **Special Assessment.** A “*Special Assessment*” is an amount assessed to, and due from, each Owner within a designated area for Capital Improvements or emergency expenses in such area, in accordance with the provisions of Section 12.5.

h. **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.

i. **Association Articles.** “*Association Articles*” shall mean the Articles of Incorporation of an Association (Residential Association and Commercial Association), together with all amendments and modifications to same, adopted in accordance with the laws of Louisiana.

j. **Association Board.** “*Association Board*” shall mean the board of directors of an Association.

k. **Association Bylaws.** “*Association Bylaws*” shall mean the bylaws of an Association, together with all amendments and modifications to same adopted hereafter in accordance with the laws of Louisiana.

l. **Association Members.** “*Association Members*” shall mean, as of the time of any determination, the members of an Association. Each Owner is an Association Member of one Association as provided in Section 9.3.

m. **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.

n. **Capital Improvement.** “*Capital Improvement*” shall mean those Improvements made to the Commons by an Association pursuant to Section 3.3b.

o. **Carport.** “*Carport*” shall mean an open-air structure with a weatherproof roof to shelter an automobile(s).

- p. **Class A.** “*Class A*” shall have the meaning set forth in Section 9.5.
- q. **Class A Member.** “*Class A Member*” shall have the meaning set forth in Section 9.5.
- r. **Class B Control Period.** “*Class B Control Period*” shall have the meaning set forth in Section 9.5.
- s. **Class B Member.** “*Class B Member*” shall have the meaning set forth in Section 9.5.
- 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 Property Owners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns. The Commercial Association, whose Members are the Commercial Owners (including Declarant), is responsible for maintaining the Commercial Commons in Rouzan and enforcing this Declaration and the Commercial 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 the Rouzan Council.
- x. **Commercial Declarant.** “*Commercial Declarant*” shall mean Engquist-Rouzan Commercial Development, LLC, a Louisiana limited liability company, its successors and assigns. Commercial Declarant shall also be an Owner for so long as Declarant is record Owner of any Lot.
- y. **Commercial Declaration.** “*Commercial Declaration*” shall mean that certain “Amended and Restated Commercial Declaration of Covenants, Conditions, Restrictions and Servitudes for Rouzan”, as amended.
- 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 Owners.** “*Commercial Owners*” shall mean any Owner of a Commercial Lot.
- bb. **Commercial Tract.** “*Commercial Tract*” shall mean that certain tract of land owned by Engquist-Rouzan Commercial Development, LLC, comprising the Commercial Lots.

cc. **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 authorized by the Rouzan Council.

dd. **Common Roads.** “*Common Roads*” are general, traditional thoroughfares serving pedestrian mobility, with two or four travel lanes and parking generally on one or two sides. 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.

ee. **Community Meeting.** A “*Community Meeting*” is any public meeting of Members of an Association for discussion and voting, as described in Section 9.12.

ff. **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.

gg. **Declarant Rights.** “*Declarant Rights*” are the rights reserved to the Declarants described in ARTICLE 4.

hh. **Declarants.** The “Declarants” are collectively, the Residential Declarant and the Commercial Declarant, their successors and assigns. Any references to a “Declarant” in the singular form in any Section of this Declaration shall mean the Residential Declarant or the Commercial Declarant as the context of the Section or the Lot Type referenced therein requires.

ii. **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 Residential Plat of Rouzan and the Final Commercial Plat of Rouzan.

jj. **Declaration.** This “*Declaration*” shall mean this instrument titled “Master Declaration of Covenants, Conditions, Restrictions and Servitudes of Rouzan”, 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 1.6c.

kk. **Design Review Board.** The “*Design Review Board*” is the panel described in ARTICLE 8 of this Declaration.

ll. **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.

mm. **Director.** “*Director*” shall mean a member of an Association Board or the Institute Board, as applicable.

nn. **Dispute Resolution Procedure.** “*Dispute Resolution Procedure*” shall have the meaning set forth in Section 15.3.

oo. **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.

pp. **Effective Date.** “*Effective Date*” is August 28, 2019.

qq. **Final Commercial Plat of Rouzan.** “*Final Commercial Plat of Rouzan*” shall mean the Final Commercial Plat of Rouzan attached hereto as **Exhibit A-2**, as amended.

rr. **Final Plat.** “*Final Plat*” shall mean the Final Residential Plat of Rouzan, the Final Commercial Plat of Rouzan or a recorded survey of Rouzan, as applicable.

ss. **Final Residential Plat of Rouzan.** “*Final Residential Plat of Rouzan*” shall mean the Final Residential Plat of Rouzan attached hereto as **Exhibit A-1**, as amended.

tt. **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.

uu. **Garage.** “*Garage*” shall mean an enclosed structure to shelter automobiles.

vv. **Garden Wall.** “*Garden Wall*” shall mean an opaque wall not exceeding seven (7) 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.

ww. **Governing Documents.** “*Governing Documents*” shall mean, collectively, this Declaration, the Residential Declaration, the Commercial Declaration, any Supplemental Declarations, the Guiding Principles, the Rules and Regulations and any other documents referenced in this Declaration.

xx. **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.

yy. **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 D**.

zz. **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, Carports, 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.

aaa. **Initial Budget Year.** “*Initial Budget Year*” shall have the meaning set forth in Section 11.2a.

bbb. **Institute.** “*Institute*” shall mean Rouzan Institute, Inc., a Louisiana non-profit corporation, its successors and assigns. The Institute Members who are, but shall not be limited to, the Owners (including Declarant), have the purpose of encouraging the arts and cultural events within Rouzan. The Institute may have one or more classes of membership.

ccc. **Institute Articles.** “*Institute Articles*” shall mean the Articles of Incorporation of the Institute, the initial form of which is attached as **Exhibit B** to this Declaration, together with all amendments and modifications to same adopted hereafter in accordance with the laws of Louisiana.

ddd. **Institute Board.** “*Institute Board*” shall mean the Board of Directors of the Institute.

eee. **Institute Bylaws.** “*Institute Bylaws*” shall mean the Bylaws of the Institute, the initial form of which is attached as **Exhibit C** to this Declaration, together with all amendments and modifications to same adopted hereafter in accordance with the laws of Louisiana.

fff. **Institute Members.** “*Institute Members*” shall mean, as of the time of any determination, all Owners and any other Person who has acquired a membership interest in the Institute; each Owner is an Institute Member as provided in Section 10.2.

ggg. **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.

hhh. **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.

iii. **Live/Work Unit.** “*Live/Work Unit*” shall mean a rear yard, fully mixed-use Building type on a Live/Work Lot with one Dwelling above or below a commercial space.

jjj. **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 1.6c. 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.

kkk. **Lot Type.** “*Lot Type*” shall mean the type of Lot, whether residential, commercial, or live/work as applicable under the circumstances.

lll. **Member(s).** “*Members*” shall mean each member of an Association.

mmm. **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.

nnn. **Neighborhood.** “*Neighborhood*” may be defined within certain areas of Rouzan and may be further defined by Supplemental Declaration as provided in Section 1.6c. 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 Section 12.6. 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.

ooo. **Neighborhood Commons.** “*Neighborhood Commons*” shall mean Commons designated for the use of certain Neighborhoods.

ppp. **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.

qqq. **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.

rrr. **Property Identification Signs.** “*Property Identification Signs*” shall have the meaning set forth in Section 5.3a.

sss. **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 and the Residential Declaration.

ttt. **Residential Association Board.** “*Residential Association Board*” shall mean the Association Board of the Residential Association.

uuu. **Residential Commons.** “*Residential Commons*” shall mean any Commons designated as such on the Final Residential Plat of Rouzan or by the Rouzan Council.

vvv. **Residential Declarant.** “*Residential Declarant*” shall mean Engquist-Rouzan Residential Development, LLC, a Louisiana limited liability company, its successors and assigns. Residential Declarant shall also be an Owner for so long as Residential Declarant is record Owner of any Lot.

www. **Residential Declaration.** “*Residential Declaration*” shall mean that certain “Amended and Restated Residential Declaration of Covenants, Conditions, Restrictions and Servitudes for Rouzan”, as amended.

xxx. **Residential Lot(s).** “*Residential Lot(s)*” shall mean any Lot which is designated for exclusively residential use, under the terms and conditions of the Residential Declaration and the Guiding Principles.

yyy. **Residential Owners.** “*Residential Owners*” shall mean any Owner of a Residential Lot.

zzz. **Residential Tract.** “*Residential Tract*” shall mean that certain tract of land owned by Engquist-Rouzan Residential Development, LLC, comprising the Residential Lots.

aaaa. **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.

bbbb. **Rouzan.** “*Rouzan*” shall mean, collectively, the TND developed on the immovable property in East Baton Rouge Parish, Louisiana, described as follows:

(1) The Residential Tract- That portion of Declarant’s property described on the Final Residential Plat of Rouzan, attached hereto as **Exhibit A-1**, together with the Streets, Alleys, Rights of Way passage, and servitudes, which are included within the described property.

(2) The Commercial Tract- That portion of Declarant’s property described on the Final Commercial Plat of Rouzan, attached hereto as **Exhibit A-2**, together with the Streets, Alleys, Rights of Way passage, and servitudes, which are included within the described property.

(3) Any additional portions of the Declarant’s Property or any Additional Annexable Property which Declarant, by Supplemental Declaration as authorized under Section 1.6c, at any time in the future declares to be part of Rouzan and subject to this Declaration.

(4) Any Additional Annexable Property which an Association Board, by Supplemental Declaration as authorized under Section 1.6c, at any time in the future declares to be part of Rouzan.

cccc. **Rouzan Council.** The “*Rouzan Council*” shall mean the council created by the Associations, with the duties and powers given to it pursuant to Section 9.2.

dddd. **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.

eeee. **Servient Lot.** “*Servient Lot*” shall have the meaning set forth in Section 5.4.

ffff. **Single Family Attached House.** “*Single Family Attached House*” shall mean a Neighborhood Townhouse or Mansion Condo.

gggg. **Single Family Detached House.** “*Single Family Detached House*” shall mean a Bungalow, Manor House, or Neighborhood House.

hhhh. **Street.** “*Street*” shall mean and refer to a Common Road, and any public street or cul-de-sacs within Rouzan.

iiii. **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 1.6.

jjjj. **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.

kkkk. **TND.** “*TND*” shall mean a traditional neighborhood development having those characteristics listed in the Statement of Purpose hereinbefore described.

llll. **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.

mmmm. **Town Architect.** The “*Town Architect*” is the Person who is appointed pursuant to Section 7.1 of this Declaration.

nnnn. **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.