Hon. Doug Welborn, EBR Clerk of Court
ORIG: 546 BNDL: 13417 CB
DATE: 2/11/2026 TIME: 8:37 AM
E-Recorded # of Pages-24

DECLARATION OF BUILDING AND USE RESTRICTIONS FOR PARKWAY LAKES, 1ST FILING

BEFORE ME, the undersigned Notary Public, duly authorized, and in the presence of the undersigned witnesses, personally came an appeared:

> **LYNN LEVY LAND COMPANY, L.L.C.,** a Louisiana limited liability company, having its principal place of business in East Baton Rouge Parish, whose address is P. O. Box 494, Greenwell Springs, LA 70739, represented herein by its Managers, Jonathan L. Starns and Brandon L. Dodson, duly authorized pursuant to a Certificate of Authority recorded at Original 819, Bundle 13348 in the official records of East Baton Rouge Parish (hereinafter referred to as the "Declarant"),

who after being duly sworn did depose and say the following:

Declarant is the owner of certain immovable property situated in East Baton Rouge Parish, Louisiana, to be known as the Parkway Lakes, 1st Filing, a planned community, which is shown on the Final Plat entitled "FINAL PLAT OF PARKWAY LAKES 1ST FILING (A SINGLE-FAMILY RESIDWENTIAL SUBDIVISION) LOTS 1 THRU 54 (INCLUSIVE), TRACTS "CA-1", "CA-2", "CA-4", "CA-5") PS, REM-1 & PRW-1 BEING A SUBDIVISION OF TRACTS C-2-A-1-A OF PARKWAY SUBDIVISION LOCATED IN SECTION 72, T8S-R1E, GREENSBURG LAND DISTRICT, EAST BATON ROUGE PARISH, STATE OF LOUISIANA FOR LYNN LEVY DEVELOPMENT CO." by MR Engineering & Surveying, LLC dated November 25, 2025 and recorded November 26, 2025 at Original 639, Bundle 13406 in the official records of East Baton Rouge Parish, Louisiana as particularly described as:

> **Those certain lots or parcels of ground, situated in the Parish of East Baton Rouge, State of Louisiana, and being designated as LOTS 1 THROUGH 54 AND TRACTS "CA-1", "CA-2", "CA-4", "CA-5", PS, REM-1 & PRW, Parkway Lakes (1st Filing), as shown on the map entitled "FINAL PLAT OF PARKWAY LAKES 1ST FILING (A SINGLE-FAMILY RESIDWENTIAL SUBDIVISION) LOTS 1 THRU 54 (INCLUSIVE), TRACTS "CA-1", "CA-2", "CA-4", "CA-5") PS, REM-1 & PRW-1 BEING A SUBDIVISION OF TRACTS C-2-A-1-A OF PARKWAY SUBDIVISION LOCATED IN SECTION 72, T8S-R1E, GREENSBURG LAND DISTRICT, EAST BATON ROUGE PARISH, STATE OF LOUISIANA FOR LYNN LEVY DEVELOPMENT CO." by MR Engineering & Surveying, LLC dated November 25, 2025 and recorded November 26, 2025 at Original 639, Bundle 13406 in the official records of East Baton Rouge Parish, Louisiana; said lots having such measurements and dimensions and being subject to such servitudes and other matters as are more fully shown on said plat**

It is the intent of the Declarant that all of the property described above shall make up Parkway Lakes subdivision and that each particular Filing be subject to these Restrictions as soon as the Final Plat for each Filing is recorded in the official public records of East Baton Rouge Parish, which Final Plat shall designate the Lots for the Filing.

WITNESSETH:

WHEREAS, The Lots shown on the Plat Map together with all Common Areas (as hereinafter defined) and rights of the way to the Common Areas shall be collectively referred to herein as the "Property" and shall be governed by these Restrictions (as hereinafter defined);

WHEREAS, in order to establish, execute and maintain a general and uniform plan governing building standards and specified uses and the improvement, development, sale, use and enjoinment of the Property, Declarant does hereby declare, adopt and establish certain restrictions and covenants which shall hereafter affect the Property; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of value of the Property and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the restrictions, servitudes, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values, administration and management of the Property to create an association to which should be delegated and assigned the powers of owning, maintain and administering the Common Areas and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated, under the laws of the State of Louisiana, the Parkway Lakes Homeowner's Association, Inc., a nonprofit corporation, for the purpose of exercising the functions more fully defined in these restrictions and in the articles of corporation and by-laws of the corporation and to own maintain and manage certain common improvements and property;

NOW, THEREFORE, for and in consideration of the benefit to be derived by the Declarant, and each subsequent owner of the Property, Declarant does hereby declare, adopt and establish the following restrictions, covenants and servitudes in accordance with Louisiana law;

ARTICLE I
DEFINITIONS

1.1 Definitions. When used in these Restrictions, unless the context shall prohibit or otherwise require, the following words shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such term.

1.1.1 **"Additional Property"** shall mean any property made subject to the provisions of these Restrictions from time to time by amendment hereto, recorded in the Records of the Clerk of Court in and for the Parish of East Baton Rouge, Louisiana.

1.1.2 **"Articles"** shall mean the Articles of Incorporation of the Parkway Lakes Homeowner's Association, Inc.

1.1.3 **"Association"** shall mean the Parkway Lakes Homeowner's Association, Inc.

1.1.4 **"Board"** shall mean the Board of Directors of Parkway Lakes Homeowner's Association, Inc.

1.1.5 **"By-Laws"** shall mean the By-Laws of Parkway Lakes Homeowner's Association, Inc.

1.1.6 **"Committee"** shall mean the three (3) member Architectural Control Committee appointed by the Declarant.

1.1.7 **"Common Area" or "Common Areas**" shall mean all immovable property and real rights (including but not limited to the utility and other improvements thereon), streets, right-of-ways and servitudes which are designated by Declarant and owned, held or maintained by the Declarant or the Association for the common use and enjoyment of the Owners and occupants of Lots.

1.1.7.1 The Private Servitudes of Access from public roads to the Lots and Common Areas;

1.1.7.2 The entrance way, walking trails, and private streets and drives from public roads to the Lots, including any streets, sidewalks, pavement, curb, gate entry, gatehouse, lighting, utility meters, and landscaping; and

1.1.7.3 All Waterways

1.1.8 **"Common Expenses"** shall mean the actual estimated expenses of maintaining any expense of the Association for which proposed assessments may be levied under these Restrictions.

1.1.9 **"Community-Wide Standard"** shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Parkway Lakes as determined by the Board.

1.1.10 **"Declarant"** shall mean and refer to LYNN LEVY DEVELOPMENT, LLC.

1.1.11 **"Dwelling"** shall mean any improved property intended for use as a single-family detached or attached, located in the Subdivision. All Dwellings shall be considered Structures, as defined herein.

1.1.12 **"Guest(s)"** shall mean, without limitation, any Person who is a tenant of any Dwelling, any visitor, patron, or tourist who enjoys any of the amenities of the Parkway Lakes subdivision.

1.1.13 **"Living Area"** shall mean enclosed and covered areas within a Dwelling, that is mechanically heated and cooled, exclusive of garages, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, and attics.

1.1.14 **"Lot(s)"** shall mean any unimproved portion of the Property upon which it is intended that a Structure shall be constructed, as such Lots are shown on the Final Plat. A parcel of land is considered to be a Lot, rather than a Dwelling, until improvements constructed thereon are substantially completed to reasonably permit habitation. Upon such completion, such parcel and the improvements thereon are to be considered a Dwelling or a Structure, as applicable.

1.1.15 **"Mortgage"** shall mean and refer to a credit sale, mortgage or other similar security instrument granting, creating, or conveying a lien upon, or a security interest in a Lot or Structure.

1.1.16 **"Mortgagee"** Shall mean and refer to the holder of a Mortgage on a Dwelling.

1.1.17 **"Manual"** shall mean the Builders Guideline Manual for the Subdivision, established by the Committee, which details and describes the minimum standards of design for Dwellings, Structures and other improvements, together with regulations and restrictions with respect to site preparation and landscaping and is binding upon all Owners, including all amendments thereto made from time to time.

1.1.18 **"Owner(s)"** shall mean the record owner(s), whether one or more Persons, of the fee simple title to any Lot.

1.1.19 **"Person(s)"** shall mean a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.1.20 **"Final Plat"** shall mean, collectively, those certain Plats of Parkway Lakes subdivision prepared by MR Engineering & Surveying, LLC, dated November 25, 2025 and recorded of record with the Clerk of Court of East Baton Rouge Parish on March 29, 2018 at Instrument Number 00944705.

1.1.21 **"Private Servitude of Access"** shall mean the areas shown on the Final Plat, which shall be used for ingress or egress to Lots and Common Areas, and traffic signs, drainage facilities, utilities and/or any and all other purposes.

1.1.22 **"Property"** shall mean the Lots shown on the Final Plat together with all Common Areas, and rights of way to the Common Area.

1.1.23 **"Restrictions"** shall mean the covenants, conditions, restrictions, servitudes and all other provisions set forth in this document, as amended from time to time.

1.1.24 **"Structure(s)"** shall mean: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any Dwelling, building or part thereof, garage, porch, gazebo, shed, greenhouse, coop or cage, covered or uncovered patio, swimming pool, pool enclosure, bathhouse, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, steam, wash or drainage channel from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches.

1.1.25 **"Subdivision" and "Parkway Lakes"** shall mean the Property, any additions thereto by amendment to these Restrictions, and all improvements located or constructed thereon.

1.1.26 **"Violator(s)"** shall mean a Person, whether natural or juridical, who does not adhere to the protective covenants, conditions and restrictions set forth in these Restrictions, the Manual or the rules and regulations promulgated by the Association.

1.1.27 **"Waterway(s)"** shall mean all lakes, ponds, streams, and waterways in the Parkway Lakes subdivision.

ARTICLE II
PLAN OF DEVELOPMENT

2.1 Plan of Development of Property. The Property shall include the Common Areas, including streets, roads, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, to the extent the same are from time to time installed and existing. The dimensions for the Lots are shown on the Final Plat and the minimum building setback lines for each Lot shall be set forth in the Manual. The Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling to add Additional Property to the Subdivision, to make improvements or changes to all Common Areas and to all Lots or Dwellings owned by Declarant, including, without limitation, (i) installation and maintenance of any improvements in and to the Common Areas, (ii) changes in the location of the boundaries of any Lots or Dwelling owned by Declarant or of the Common areas, (iii) installation and maintenance of any water, sewer, and other utility systems and facilities, (iv) changes in the boundaries between any portion of the Property owned by Declarant and any portion of the Additional Property, and (v) installation of refuse facilities.

2.2 Plan of Development of Additional Property. Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time Additional Property to the provisions of these Restrictions and thereby to cause the Additional Property to become part of the Property. This option may be exercised by Declarant in accordance with the following rights, conditions and limitations which are the only conditions and limitations on such option to add Additional Property to the Subdivision.

2.2.1 The Additional Property may be added to the Subdivision at different times, and there are no limitations fixing the boundaries or sizes of lots or of those portions, or regulating the order, sequence, or located in which any of such portion may be added to the Subdivision. The exercise of the option to submit Additional Property to these Restrictions shall not bar the further exercise of this option to add more property.

2.2.2 Should the option to add Additional Property not be exercised by Declarant, such option shall in all respects expire and be of no further force and effect. In the event such option expires or is terminated, Declarant shall not be obligated to impose on the Additional Property any covenants, conditions, or restrictions the same, similar or dissimilar to those contained herein.

2.2.3 The option reserved by Declarant to cause Additional Property to become part of the Subdivision shall in no way be construed to impose upon Declarant any obligation to add any Additional Property to the Subdivision or to construct thereon any improvements of any nature whatsoever.

2.2.4 Declarant may use the Property and any Additional Property for development and shall have full use of all Structures located thereon for temporary or permanent housing, social and business entertainment, business conferences and seminars, or related uses.

2.3 Interest Subject to Plan of Development. Every purchaser of a Lot or Dwelling shall purchase such Lot or Dwelling and shall take title and every Mortgagee shall hold such security interest with respect thereto, with notice of the plan of development as herein set forth.

2.4 Amendments necessitated by adding Additional Property. At such time as Declarant amends these Restrictions, to add any Additional Property, if Declarant exercises its right to do so, Declarant shall set forth whether or not all of the restrictions, covenants and conditions contained herein shall apply to the Additional Property, in Declarant's sole discretion, and Declarant may add any additional restrictions, covenants and conditions to these Restrictions, by amendment hereto, to apply to the Additional Property, in Declarant's sole discretion.

ARTICLE III
PROPERTY RIGHTS

3.1 General. Each Lot or Dwelling shall be conveyed, transferred, and encumbered subject to the provisions of these Restrictions. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Dwelling, subject to the provisions of these Restrictions. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the running of utilities, drainage, or other service to a Lot or Dwelling lie partially within and partially outside of the designated boundaries of the Lot or Dwelling, any portions thereof which serve only such Lot or Dwelling shall be deemed to be part of such Lot or Dwelling and any portions thereof which serve more than one Lot or Dwelling, or any portion

of the Common Areas, shall be deemed to be a part of the Common Areas. The ownership of each Lot and Dwelling shall include, and there shall pass with each Lot or Dwelling as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, which shall include, but not be limited to, membership in the Association. Each owner shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of a Lot or Dwelling ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title to his Lot or Dwelling. Lots shall not be subdivided, and, except as provided in Sections 2.1 and 3.7 hereof, the boundaries of Lots shall remain as established by the Final Plat.

3.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these Restrictions are intended as and are declared to be reciprocal, predial servitudes and real obligations established by each obligation, covenant, restriction and servitude. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations, and servitudes set out herein, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these Restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Accordingly, each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

3.3 Owner's Servitude of Enjoyment. Subject to the provisions of these Restrictions and the rules, regulations, assessments, fees, and charges from time to time established by the Board, every Owner, his family and Guest(s) shall have a non-exclusive right, privilege, and servitude of use and enjoyment in and to the Common Areas, such servitude to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to the following provisions:

3.3.1 The right of the Association to borrow money (i) for the purpose of improving the Common Areas, or any portion thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Areas, or (iv) for providing the series authorized herein, and, subject to the provisions of these Restrictions, to give as security for the payment of any such loan a Mortgage covering all or any portion of the Common Areas; provided, however, that the Mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, licenses, servitudes, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

3.3.2 The rights and servitudes reserved to Declarant as set forth in these Restrictions.

3.3.3 The right of the Association to grant and accept servitudes as provided herein and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or authority, public service district, public or private utility, or other person, provided that such transfer of the fee simple title must be approved by the Members at a duly held meeting of the Association and by Declarant, for so long as Declarant owns any Lot or Dwelling or has the unexpired option to add the Additional Property or any portion thereof to the Subdivision.

3.3.4 The rights and servitudes reserved in Sections 3.6 through 3.15 hereof

3.3.5 This servitude of use insofar as it affects any lake located within the Property shall be limited to Owners of Lots or Dwellings abutting such lake. Swimming, fishing and the use of any water craft is not allowed on any Waterway.

3.4 Recreational Facilities. Subject to the terms and provisions of these Restrictions and the rules, regulations, fees and charges from time to time established by the Board, every Owner and his family and Guests shall have and is hereby granted the non-exclusive right, privilege, and servitude of access to and the use and enjoyment of the recreational area and amenities as are now or hereafter located in the Subdivision. Owners permitting their guests to use any recreational area or facility shall bear responsibility for the guest's welfare during such use and shall indemnify and hold the Association harmless from any claim brought by a guest as a result of use of any recreational area or facility.

3.5 Access. All Owners, by accepting title to Lots or Dwellings conveyed subject to these Restrictions, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, and trails located within the Subdivision from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times. In order to provide such access, Declarant, subject to the terms and provisions of these Restrictions and the rules, regulations, fees and charges from time to time established by the Board, does hereby grant unto the Owners of any Lot or Dwelling a non-exclusive servitude of passage over those streets, sidewalks and/or pedestrian paths in the Subdivision, and the streets, sidewalks or pedestrian paths designated on subsequent plats of Additional Property. There is reserved the option unto Declarant, the association, and their respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically monitored gates or security systems controlling vehicular access to and from the Subdivision, or any portion thereof.

3.6 Servitudes for Declarant. During the period that Declarant owns any Lot or Dwelling, Declarant shall have an alienable and transferable real right and servitude on, over, through, under, and across the Common Areas for the purpose of constructing Structures, Dwellings and other improvements in and to the Lots and Additional Property and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by these Restrictions or as Declarant desires, in its sole discretion, including without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and servitudes set forth herein and regardless of whether Declarant at that time retains ownership of a Dwelling or Lot or has the right to submit any Additional Property, Declarant shall have an alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Areas and improvements thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right as to unreasonably interfere with the right of Owners to the use of the Common Areas.

3.7 Changes in Boundaries: Additions to Common Areas. Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas, any Lots or Dwellings owned by Declarant, including the realignment of boundaries between adjacent Lots or Dwellings, and owned by Declarant, provided that any such change or realignment of boundaries shall be evidenced by a revision of or an addition to the Final Plat which shall be recorded with the Clerk of Court of East Baton Rouge Parish, Louisiana. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any Additional Property. Furthermore, the Declarant reserves for itself, its affiliates, successors, and assigns the right, but shall not have the obligation, to convey, without warranty, to the Association at any time and from time to time, as an addition to the Common Areas, either full ownership or a perpetual servitude of use, such other portion of the Subdivision owned by Declarant as it, in its discretion, shall choose.

3.8 Servitudes for Utilities and Public Services

3.8.1 There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude, as well as the power to grant and accept servitudes to and from East Baton Rouge Parish, the State of Louisiana, or any other public authority, or agency, public service district, public or private utility, or other person, upon, over, under, and across all of the Common Areas, for the purpose of installing, replacing, repairing, maintaining, and using cable systems, security and similar systems, and all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such servitudes may be granted or accepted by Declarant, its successors or assigns, or by the Board, provided however, that for so long as Declarant owns any Lot or Dwelling, the Board must obtain the written consent of the Declarant prior to granting and accepting any such servitudes. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located underground. Such servitudes are shown on the Final Plat and in no case shall be less than fifteen (15) feet. By virtue of any such servitude and facilities, it shall be expressly permissible for the providing utility company or other supplier or services, with respect to the portions of the Subdivision so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

3.8.2 Declarant hereby grants to East Baton Rouge Parish or other governmental authority or agency as shall from time to time have jurisdiction over the Subdivision with respect to law

enforcement and fire protection, the perpetual, non-exclusive right and servitude upon, over and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Subdivision as shall be required or appropriate from time to time by such governmental authorities under applicable law.

3.9 Servitudes for Walks, Trials, Signs, and Perimeter Wall. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the inalienable, transferable, and perpetual right and servitude upon, over, and across those strips of land fifteen (15) feet in width located along and contagious to those boundaries of Lots which are contiguous to streets and roads and other areas as shown on the Final Plat, for the installation, maintenance, and use of sidewalks, walking trials, traffic directional signs, and related improvements, provided that Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and servitude pan, over, and across those strips of land fifteen (15) feet width located along those boundaries of all Lots and Dwellings that constitute part of the perimeter boundary of the 3ubdivision, such servitude to be for the purpose of constructing, installing, replacing, repairing, and maintaining a perimeter wall or fence around the perimeter boundary of the Subdivision, provided that Declarant shall have no obligation to construct any such perimeter wall or fence. As Additional Property is added to the Subdivision, Declarant may unilaterally revoke the fifteen (15) foot perimeter servitude if, after submission of such Additional Property to the Subdivision, a Lot or Dwelling is no longer part of the perimeter boundary of the Subdivision.

3.10 Servitudes for Association. There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officers, agents, and employees of such manager, to enter upon any Lot, Dwelling, or Structure or any portion thereof in performance of their respective duties. Except in the event of the emergencies, this servitude is to be exercised only during normal business hours and then, whenever practicable, and only upon advance notice.

3.11 Sales and Construction Offices. Notwithstanding any provision or restriction herein to the contrary, there is hereby reserved for the benefit of Declarant and its successors and assigns, the alienable and transferable right and servitude in and to the Property for the maintenance of signs, sales offices, construction offices, business offices, and model Dwellings, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion, improvement, and/or sale of Lots, Dwellings, Common Areas, or the Additional Property, for so long as Declarant owns any Lot or Dwelling. The servitude provided in this paragraph shall terminate with respect to any Lot or Dwelling only with respect to such Lot or Dwelling, upon the sale of such Lot or Dwelling by Declarant to a third party.

3.12 Servitudes for Additional Property. There is hereby reserved to Declarant, and its successors and assigns, for the benefit of and as an appurtenance to the Additional Property, and as a burden upon the Property a perpetual, non-exclusive right and servitude for: (i) pedestrian and vehicular ingress, egress, and parking, across, within, and on, all roads, sidewalks, trails and parking facilities, from time to time located within the Common Areas, or within servitudes serving the Common Areas; (ii) the installation, maintenance, repairs, placement, and use within the Common Areas encumbered by security systems, utility facilities and distribution lines, including, without limitations, drainage systems, storm sewers, electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines pursuant to Section 3.8 hereof; and (iii) drainage and discharge of surface water onto and across the Property.

3.13 Maintenance Servitude

3.13.1 Subject to the terms of Section 6.1 hereof, there is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot the purpose of moving, removing, clearing, cutting or pruning underbrush, weed stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Subdivision, provided that such servitudes shall not impose any duty or obligation upon Declarant or the Association to perform any such actions.

3.14 Environmental Servitude. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and servitude on, over, and across all Lots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board or by any governmental entity, such servitude to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right

to dispense pesticides. Declarant expressly reserves the right to transfer or establish such environmental, servitudes as may be necessary to comply with environmental rules, regulations, and Procedures from time to time promulgated or instituted by any governmental entity or environmental regulatory agency.

3.15 Drainage Servitude. There is hereby reserved for the benefit of Declarant, the Association and each Owner a servitude of drainage on, over and across each Lot as indicated on the final recorded plat map.

ARTICLE IV
ASSOCIATION MEMBERSHIP AND ASSESSMENTS

4.1 Purpose and Duties. The Association shall enforce these Restrictions, promote Parkway Lakes activities, prepare and maintain accurate budgets, assess and collect each Member's share of the Common Expenses, provide maintenance to Common Areas and have such other duties and rights as set forth in the Articles and By-Laws of the Association. The Association shall also enforce the protective covenants, conditions and restrictions in these Restrictions and shall cooperate with the Committee in upholding the Community-Wide Standard as it pertains to the architectural criteria and design guidelines of the Manual. The Association or the Board may delegate this authority as it deems appropriate.

4.2 Membership. Every Owner shall be deemed to have a membership in the Association under such restrictions as set forth in these Restrictions, the Articles and the By-Laws. In the event that ownership of a Lot is transferred, or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificate or other evidence of such membership. Each Owner, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of Additional Property to the terms of these Restrictions as provided herein. The Association shall have such classifications of membership as provided in the Articles and By-Laws.

4.3 Board of Directors/Power and Assessments. The Board of the Association shall have the following powers, together with those as set forth in the Articles and By-Laws, including and specifically the following:

4.3.1 Power of Assessments. The Board shall have the power and authority to impose assessments or fees on all Owners. Any such assessment or fee levied by the Board shall be used for promoting the health, safety, pleasure and welfare of the Owners, Members or Guests and for the costs and expenses incidental to the operation of the Association, including without limitation, the maintenance and repair of the Common Areas, the Private Servitude of Access and the improvements thereon, if any, the repair and replacement of improvements on the Common Areas, or on the Private Servitude of Access, payment of all taxes, insurance premiums and all costs of expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

4.3.2 Creation of the Lien and Personal Obligation Assessments. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments which may or shall be levied by the Association, and (ii) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collecting thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment become due. The personal obligation for delinquent assessments shall pass, jointly and in solido from such prior Owner, to the Owner's successors-in-title. Failure of any Owner to pay either an annual assessment or a special assessment shall constitute a lien and/or privilege on the Owner's respective Lot which may be enforced by all means available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in the same manner as a mortgage foreclosure on real property.

4.3.3 Computation of Annual Assessments. It shall be the duty of the Board at least fifteen (15) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses and costs of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The annual assessments shall be equally divided among the Lots. The budget shall be deemed approved at the annual meeting by either a vote of (i) the Declarant, so long as the Declarant is an Owner of a Lot or Dwelling, or (ii) a vote of a majority of the Owners voting at such meeting in the event the Declarant no longer owns a Lot or Dwelling in the Subdivision. In the event the proposed budget is not approved or the Board fails for

any reason to determine the budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of an additional assessment.

4.3.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of delaying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement(s) upon the Common Area(s), including fixtures and personal property related thereto.

4.3.5 Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots as applicable, and may be collected on a monthly, quarterly or semi-annual basis or in a lump sum at the discretion of the Board.

4.3.6 Payment of Assessments. The annual assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. All Owners of Lots shall be responsible for annual and special assessments. However, Declarant shall not be responsible for assessments on Lots owned by the Declarant. Declarant shall, however, fund any deficit that may exist between assessments and the annual budget so long as Declarant has approved the annual budget. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

4.4 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of Association.

4.4.1 If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with late charges, collection fees and service charges (hereinafter defined in subparagraph (c)), and interest thereon at the rate of 12% per annum and costs of collection thereof (including attorneys' fees), thereupon become a continuing debt secured by a lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devises, personal representatives and assigns. The Board on behalf of the Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment shall remain his personal obligation and shall not extinguish upon transfer of the Lot to his successors-in-title. In addition, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

4.4.2 The Board on behalf of the Association is hereby granted permission and authority to provide, at its sole option, written notification to the holder(s) of the mortgage on the lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days.

4.4.3 If any assessment or any part thereof remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month, or any part thereof, that any portion of any assessment remains unpaid. Should any annual or special assessment be payable in installments, the Association is authorized to accelerate the entire assessment and demand immediate payment thereof. The late charge shall be in the amount as established by the Board. A service charge may be imposed as established by the Board.

4.4.4 If any assessment or part thereof, late charges or service charges are not paid when due, the unpaid amount of such assessment, together with all late charges, collection fees and service charges shall bear interest from and after the date when due at the rate of 12% per annum, and the Association may, at its election, retain the services of an attorney for collection and there shall also be added to the amount of such unpaid assessment, late charge or service charge, any and all collection costs incurred hereunder by the Association, including reasonable attorneys' fees.

4.4.5 The Association may, at its option, bring an action at law against the Owner Personally obligated to pay any past due assessments or, upon compliance with the notice provisions required by law, foreclose the assessment lien through judicial foreclosure. There shall be added to the

amount of such assessment all costs incurred in such action, including attorneys' fees and in the event a judgment is obtained, such judgement shall include interest and reasonable attorneys' fees, together with court costs. Each Owner expressly vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner and the expenses incurred in connection therewith, including interest, costs and reasonable attorneys' fees, shall be chargeable to the Owner in default. Under no circumstances, however, shall the Association be liable to any Owner or to any other person or entity for failure or inability to enforce the payment of assessments herein. The assessment lien and the right to conduct a foreclosures sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right to recover a money judgment for unpaid assessments as above provided.

4.4.6 No action shall be brought to foreclose the assessment lien unless a notice of assessment lien is delivered to the Owner, by personal delivery or deposited with the postal authority, certified or registered, postage prepaid to the Owner of said Lot, and a copy thereof is recorded by the Association with the Clerk of Court of East Baton Rouge Parish, Louisiana. The notice assessment lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may include interest on the unpaid assessments at the maximum legal rate, attorneys' fees and expenses of collection I connection with the debt, all of which shall be secured by the assessment lien), and the name and address of the Association.

4.4.7 Any such sale provided for above is to be conducted in accordance with law. Each Owner, by accepting or having accepted a deed to a Lot, expressly grants to the Association the authority to foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

4.5 Initial Annual Assessment. The initial annual assessment shall be determined by the Board and paid at such times as determined by the Board.

4.6 Enforcement. Enforcement of these Restrictions shall be by a processing initiated by any Owner or by the Association, when directed by the Board, against any Violator, either to restrain or enjoin such violation or to recover damages for the violation or both or to enforce any lien created by this instrument. The Association, and each of its Board members, shall have an election and right, but not an obligation or duty, to enforce these Restrictions by a proceeding or proceedings at law or in equity. Failure by the Association or any party to enforce any violation hereof shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the party seeking to enforce these Restrictions shall be entitled to recover reasonable attorneys' fees from such Violator. With respect to any litigation brought against the Board or the Association arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, the Board or the Association and/or its members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them.

4.7 Imposition of Fines. In the event that any Owner fails to cure or fails to commence and proceed with diligence to completion the work necessary to cure any violation of these Restrictions contained herein, or the Manual, within (10) days after receipt of written notice from the Association or the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a reasonable fine (the "Violation Fine") in such amounts as established by the Board. If, after the imposition of the Violation Fine, the violation has not been cured or the Owner has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine in such amounts as established by the Board. There shall be no limit to the number or the aggregate amount of Violation Fines, which may be levied against an Owner for the same violation. The Violation Fines, together with interest at the rate of 12% per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made and shall be considered an individual special assessment.

4.8 Prevention of Use of Common Areas and Amenities. In addition to all other rights granted herein to the Board and the Committee for the purpose of carrying out these Restrictions, the Board may, upon its own motion or by request from the Committee, prevent any Owner and their Guests from using any common amenity or facility if the Owner fails to pay assessments after notice from the Board that assessments owed by the Owner are past due for, at minimum, thirty (30) days or if the Owner otherwise violates these Restrictions.

4.9 Mortgages Protected. Violation of any part of these Restrictions shall not defeat or render invalid a Mortgage made in good faith for value as to any Lot, provided that such Mortgage shall be subordinate to these Restrictions.

4.10 Acceptance. Each Owner, by acceptance of a deed conveying title to a Lot, shall accept such title upon and subject to these Restrictions and the jurisdiction, rights and powers of the Board and the Association whether or not it shall be so expressed in any such deed; and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to keep, observe, comply with and perform all obligations set forth in these Restrictions.

ARTICLE V
ADMINISTRATION

5.1 Common Areas. The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in these Restrictions, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions thereof.

5.2 Duties and Powers. The duties, powers and privileges pf the Association shall be those set forth in these Restrictions and in the Articles and By-Laws, or by law. The Association shall have the specific right to establish security measures, including the private gating of all or any part of the Parkway Lakes, as it determines to be in the best interest of the Subdivision. Notwithstanding the foregoing or any other provision of these Restrictions to the contrary, for so long as Declarant shall own any Lot, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

5.3 Agreements. Subject to the prior approval of Declarant, for so long as Declarant owns a Lot or Dwelling, all agreements and determinations lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Subdivision; and in performing its responsibilities hereunder, the Association, through its Board, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Subdivision, whether such personnel are employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, expecting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by these Restrictions, by the Articles or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board shall determine, and may be bonded in such manner as the Board may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board may hire and contract for, such accounting, legal or management services as are necessary or desirable in connection with the operation of the Subdivision or the enforcement of these Restrictions, the Articles, the By-Laws, or the rules and regulations of the Association as may be established by the Board.

5.4 Personal Property and Immovable Property for Common Use. The Association may acquire and hold tangible and intangible personal property and immovable property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the net proceeds thereof shall be held by and for the benefit of the Association. The Shares of the owners in the funds and assets of the Association cannot be individually mortgaged, pledged assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot or Dwelling.

5.5 Rules and Regulations. The Association, through the Board may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings and Common areas, which rules and regulations shall not be inconsistent with the rights and duties established by these Restrictions.

5.6 Indemnification. The Association shall indemnify every officer or director of the Association against any and all expenses, including court costs and reasonable attorney's fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers

and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officer or director, may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, or former officer or director, may be entitled. The Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

ARTICLE VI
MAINTENANCE

6.1 Responsibilities of Owners. Unless specifically identified herein or in any amendment hereto, all maintenance and repair of Lots, Dwellings and Structures, together with all other improvements thereon or therein and all lawns, landscaping and grounds on and within a Lot, Dwelling or Structure shall be the responsibility of the Owner of such Lot, Dwelling or Structure in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Structures and all lawns (cut to a maximum height of six (6") inches), trees, shrubs, hedges, grass, and other landscaping. As provided in Section 6.2.1 hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall decorate, change, or otherwise alter the appearance of any portion of the exterior of a structure or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is first approved, in writing, by the Committee as provided in this document and the Manual or do any work which, in the reasonable opinion of the Committee, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any servitude thereto.

6.2 Association's Responsibility. Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair and replacement of (i) all roads, within the Common Areas or within servitudes encumbering Lots or Dwellings; (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by the public authority, public service district, public or private utility, or other person; and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas. The Association shall not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other Person, (ii) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner than may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of the assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under these Restrictions, or inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal, or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

6.2.1 Maintenance and Repairs In the event that Declarant or the Board determines that: (i) any Owner has failed or refused to discharge properly his obligations with regard to maintenance, cleaning, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family or Guests, and is not covered or paid for by insurance in whole or in part, then in either event, Declarant or the Association, except in the event of an emergency situation, may give such Owner written notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement at the sole cost and expenses of such Owner, as the case may be, and setting forth with reasonable particularity: the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement, and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or

the failure of any Owner to comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot of Structure are subject and shall become a lien against such Lot or Structure, and shall become a lien against such Owner's Lots or Structure. In the event that Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

6.2.2 Insurance and Taxes. The Association shall pay all property taxes assessed against the Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon. The policies of insurance shall be in amounts determined by the Board, shall name Declarant as an additional insured for so long as Declarant owns a Lot or Dwelling, and a certificate of insurance shall be furnished to Declarant.

6.2.3 Insect and Mosquito Abatement. The Association is authorized, but not obligated, to implement and provide for an insect and mosquito abatement program for Parkway Lakes. The costs associated with such abatement programs shall be an expense of the Association and paid as a part of the assessments set forth in Section 4.3.4 hereof.

ARTICLE VII
INSURANCE AND CASUALTY LOSSES

7.1 Insurance

7.1.1 The Board shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or the hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

7.1.2 The Board shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury cause by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverage as is determined to be necessary by the Board.

7.1.3 The Board shall have the authority and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such other types and any amounts of insurance as may be determined by the Board to be necessary or desirable.

7.1.4 All insurance coverage obtained by the Board shall be written in the name of the Association for the benefit of each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under polices obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board; provided, however, that no Mortgagee of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

7.1.5 In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude form consideration policies obtained by individual Owners or Mortgagees.

7.1.6 All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's agents, directors and officers, the Owners, and their respective families, servants, agents, and guests.

7.1.7 It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and Dwelling. The Board may require all Owners to carry public liability and property damage insurance with respect to their respective Lots and Dwellings and to furnish copies or certificates thereof to the Association.

7.2 Damage or Destruction to Common Areas. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. As used in this Section, repair or reconstruction means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, Declarant, for so long as Declarant owns a Lot or Dwelling, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to delay the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessments against all Owners, without the necessity of a vote pursuant to Section 4.3.4 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after delaying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas in a clean, orderly and safe condition.

7.3 Damage or Destruction to Lots or Dwellings In the event of damage or destruction by fire or other casualty to any Lots or Dwellings or, and in the further event that either the Owner of such Lot or Dwelling elects not to repair or rebuild the damaged or destroyed Lot or Dwelling, such Owner making such election shall promptly clean away the ruins or debris of any damaged improvements and leave such Lot or Dwelling in clean, orderly and safe condition. Should an Owner elect to repair or rebuild such Lot, Dwelling or other improvements, such Owner shall repair or rebuild such Lot, Dwelling or other improvements to substantially the same condition (unless new plans are approved by the committee) as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of these Restrictions (including, without limitation, Article hereof) and all applicable zoning and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE

8.1 Powers and Duties. The Committee shall have the following powers and duties:

8.1.1 The power and duty to review, administer and enforce the covenants and restrictions as set forth in these Restrictions;

8.1.2 The power and duty to establish the Manual that sets forth the minimum building setback lines on each Lot and the minimum standards of location and design for Lots and Structures to be constructed within the Parkway Lakes subdivision;

8.1.3 The power and duty to review all plans and specifications (the "Plans") and other applications submitted to the Committee, in such form as may be required by the Committee, to determine whether the proposed installation, construction or alteration is in conformity and harmonious with external design and general quality with the existing standards of the Subdivision and the location of Structures with respect to all matters, including topography, finished ground elevation, environmental issues, and surrounding Structures;

8.1.4 The power to allow variances from the covenants and restrictions set forth in these Restrictions; and

8.1.5 Any additional duties and powers that may be delegated to it by the Board. To the extent necessary to carry out such purpose, the Committee shall have all the powers and duties to do each and everything incidental to the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove setbacks, plans and specifications for any installation, construction

or alteration of any Structure on any Lot. The powers of the Committee may be transferred to the Board by the Declarant prior to such time that Declarant sells the last of Declarant's Lots or Dwellings. If all members of the Committee resign subsequent to Declarant selling all of Declarant's Lots or Dwellings, without such rights being transferred by Declarant, then the rights of the Committee, granted in these Restrictions and the Manual, shall be deemed automatically transferred to the Board.

8.2 Membership. The Committee shall have three (3) members who shall be appointed by the Declarant and serve for so long as Declarant owns a Lot or Dwelling. The Committee may authorize, by resolution of the Committee, any member or agent to exercise the full authority of the Committee with respect to any or all matters over which the Committee has authority.

8.3 Action of the Committee. The action of the Committee with respect to the matters properly before it shall be final and binding. Unless otherwise provided in the Manual, written notice of the decision shall, within five (5) days thereof, be given top any applicant.

8.4 Submission of Plans. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot (including staking, clearing, excavation, grading, and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials), unless the Plans for such Structure shall have been first submitted to and approved in writing by the Committee.

8.5 Fees. The Committee shall assess such fees, including a Plan review fee, inspection fee, and construction damage fee, as may be set forth in the Manual.

8.6 Approval of Builders. All builders and landscapers shall be licensed and approved by the Committee prior to performing any work on any Lot. Such requirements for approval shall be set forth in the Manual.

8.7 Approval and Disapproval of Plans and Applications.

8.7.1 The Committee shall have the right to approve or disapprove any Plan or application submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations, which shall be deemed sufficient. Notwithstanding anything contained herein or in the Manual, the Committee may in its discretion approve or deny any proposed Plan or application for any reason set forth in these Restrictions.

8.7.2 Upon approval by the Committee of any Plans submitted pursuant to these Restrictions, a copy of such Plans, as approved, shall be held for permanent record by the Committee (and transferred to the Board if the Committee is terminated) and a copy of such Plans bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any Plans for use in connection with any Lot or Structure shall not be deemed a waiver of the Committee's right in its sole discretion, to disapprove similar Plans or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such Plans relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such Plans, as approved, and any conditions attached to any such approval.

8.7.3 Neither Declarant nor any member of the Committee shall be responsible for or liable in any way for any defects in any portion of the Plans submitted for approval by the Committee, nor any structural defects in any work done according to such Plans submitted for approval to the Committee. Further approval of Plans by the Committee shall not be deemed to represent or warrant to any person the quality, function, or operation of the Structure or of any construction, workmanship, engineering, materials, or equipment. Neither Declarant nor any member of the Committee shall be liable in damages or in any other respect to anyone submitting Plans for approval under this Article, or to any Owner, or to any other person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance, or nonfeasance arising out of or in connection with the approval or denial of any such Plans. By submission of such Plans to the Committee, every Owner releases and agrees to hold harmless and to defend Declarant and any member of the Committee from any such alleged liability, claim and/or damage.

8.8 Review. The Committee shall take action on any Plans or application submitted as herein provided within thirty (30) days after receipt thereof. Approval by the Committee, if granted, together with any conditions imposed by the Committee, shall be made in writing and shall be returned to the applicant.

8.9 Right of Inspection. The Committee shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of these Restrictions and the Manual ("Inspection(s)"); and the Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection. An Inspection made by the Building Official for the Parish of East Baton Rouge or any Mortgagee but shall be considered an additional inspection.

8.10 Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot otherwise than in accordance with the Plans approved by the Committee pursuant to the provisions of this article, such erection, placement, maintenance, or alteration shall be deemed to have been constructed in violation of this Article and without the approval required herein. If in the opinion of the Committee such violation shall have occurred, the Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses, including attorneys' fees or management fees, incurred by the Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment against the Owner and his Lot.

8.11 Notice of Violation. The Committee shall provide written notice to the Owner by personal delivery or by deposit in the United States mail, certified receipt requested, or recognized overnight delivery service, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner fails to take reasonable steps toward the required remedial action within ten (10) days after the mailing of the notice of violation, then the Committee shall have the right of abatement as provided in Section 8.10 hereof. In addition to the right of abatement, the Board, upon being informed of such violation by the Committee, shall be entitled to seek equitable relief to enjoin such construction.

8.12 Renovations/Alterations. The Committee shall also have the right and authority to review and approve plans for renovations and/or alterations to Dwellings or Structures. All such plans shall be submitted to the Committee as provided for in Section 8.7. However, notwithstanding Section 8.8, the Committee shall have fifteen calendar (15) days to approve plans that will only minimally change the appearance or construction of improvements on the Lot or to the Dwelling or any Structure on the Lot (e.g., fences, small pools, and landscaping visible from the street). Review of plans for renovations and alterations shall include, but not be limited to, major yard improvements, hardscape additions, in-ground pools, outdoor hot tubs and spas, fountains, bulkheads, and decks.

8.13 Builder's/Contractor's Signs. A uniform contractor's job site sign may be adopted by the Committee. Arrangements for this sign may be made through the Committee with costs to be paid by the applicant. This is intended to present a neater building site, prohibit the nailing of signs to trees, and scattered sub-contractor signs throughout the front position of a Lot.

ARTICLE IX
GENERAL RESTRICTIONS

9.1 Re-subdivision of Lots. These Restrictions prohibit the re-subdivision of Lots from any dimensions other than those shown on the Final Plat, except as provided herein.

9.2 Building Location. In order to assure that the location of Structures will be harmonious, the Committee will provide Owners with a building envelope for each Lot so that the maximum view will be available to and from each Dwelling and that the Dwellings and Structures will be located with regard to the topography of each Lot, taking into consideration the location of other Structures, trees, Common Areas, and other similar considerations. The Committee has the right to decide the precise site, location, and orientation of all Structures, including setbacks, garages, driveways, swimming pools, and fences upon all Lots, including any waivers or variances which, in its sole discretion, it may grant.

9.3 Setbacks. The Manual shall provide the front, rear, and side minimum building setback lines for each Lot. Any request for a variance to the setback lines set forth in the Manual must be made in writing to the Committee prior to the commencement of construction.

9.4 Streets and Paths.

9.4.1 Streets. Streets shall not be used for any skateboarding, motorbikes, motorcycles, or motorized recreational vehicles of any type, except for street legal and state-licensed motorcycles for purposes of ingress and egress only.

9.4.2 Walking Paths. Walking paths shall be used for walking, jogging, and bicycling only.

9.5 Conservation of Wetlands. No disturbance of the soil or removal of vegetation or plant material is allowed in any wetlands area except by Declarant.

9.6 Driveways. No driveway shall be constructed or altered on any Lot without prior written approval of the Committee in accordance with the Manual. All driveways must be completed upon the completion of the Dwelling.

9.7 Garages. All Lots shall have enclosed garages for the storage of vehicles. Garage doors must remain closed except to allow the exit or entry of vehicles. Carports are not permitted. Garage apartments are prohibited. Rear-facing garages are prohibited on Lots adjoining Waterways.

9.8 Parking. No vehicle shall be parked on any street or shoulder in front of Dwellings on a frequent, regular, or permanent basis after construction of a Dwelling is completed. No vehicles may be parked on the neutral ground within a cul-de-sac. No vehicles may be parked on any driving surface in any manner which blocks the driving surface of any street or private driveway. Any unregistered, unauthorized, or illegally parked vehicles of any kind will be towed at the expense of the owner of the vehicle. Parking may be allowed for social gatherings under rules established by the Board. No vehicle of any kind shall be permitted to block driveways or hinder garbage and recycling pickup or hinder access by emergency vehicles. No vehicle of any kind shall be permitted to block or hinder access to any mailbox.

9.9 Mailboxes and Dwelling Numbers. No mailbox, newspaper box, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be of a type other than the mailbox design established by the Committee, as set forth in the Manual.

9.10 Structures. All Structures must be approved in advance of construction thereof by the Committee.

9.11 Fences and Walls. All fence and wall locations, designs, and details must be submitted to the Committee for approval, prior to construction, in accordance with the Manual and these Restrictions. Gates are considered as parts of fences and gate details must also be submitted for approval. In addition, all fences constructed must comply with the following:

9.11.1 All fences must be taken to all side and rear property lines;

9.11.2 Fence lines must be at a minimum of two (2) feet from the sidewalk on corner lots.

9.11.3 Finished side of fence must face common areas and streets;

9.11.4 Should fence height of neighbor's fence not be the same heifht as yours, you must transition your fence up or down to meet the height of their fence, and not to exceed a forty-five (45°) degree angle.

9.11.5 Fence must be level.

9.11.6 No double gates permitted.

9.11.7 No gate shall exceed five (5') feet in width and must be the same height as fence.

9.11.8 If approved for staining, stain must be applied to all sides that are exposed to streets/common áreas/ and adjacent neighbor's lots if they do not yet have a fence in their yard.

9.11.9 All fence panels within a servitude must contain at least a four (4") inch space from the bottom of the fence to the ground.

9.12 Sheds. All shed locations, designs, and details must be submitted to the Committee for approval, prior to construction or installation, in accordance with the Manual and these Restrictions. In addition, all sheds constructed or installed must comply with the following:

9.12.1 No shed can be made of plastic.

9.12.2 The shingles on the shed must match the shingles on the house.

9.12.3 The color of the shed must match one (1) of the colors on the house.

9.12.4 Exterior materials of the shed must match one or more of the materials of the house.

9.12.5 Sheds must be placed on concrete slabs.

9.13 Tennis Courts or Sport Courts. Private tennis courts and sports courts are permitted only with the advance approval of the Committee as provided in the Manual. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

9.14 Pools, Spas, and Hot Tubs. The design and location of pools, spas, and hot tubs shall only be allowed with the approval of the Committee as provided in the Manual. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

9.15 Recreational Equipment. Playground equipment, swing sets, and basketball goals may be allowed with the approval of the Committee as set forth in the Manual. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

9.16 Occupancy. Except as provided below, each Lot must be fully landscaped prior to occupancy. Each Dwelling must be completed in accordance with the Plans and the Lot Owner must obtain approval from the Committee prior to occupancy, in accordance with the Manual. If an Owner is in violation of this restriction, the Owner shall forfeit all deposits and liquidated damages will be assessed at the rate of One Hundred Dollars ($100.00) per day until the Owner is in compliance with this restriction. In addition, the Owner will be responsible for paying liquidated damages plus all costs of litigation, if necessary, including attorneys' fees. An Owner may be granted an exception to this restriction by the Committee if within two (2) weeks prior to the date of occupancy there has been excessive rainfall or extreme weather conditions which, in the sole judgment of the Committee, prevents the installation of landscaping.

9.17 Trees. Each Owner of a Lot with a Dwelling on it is required to have one (1) class "A" two and one half (2.5") inch caliper tree at least ten (10') feet in height in the center of the front yard between the Dwelling and the sidewalk.

9.18 Maintenance of Landscape. Each Owner shall be responsible for the maintenance of all landscaping on his Lot. Each Owner shall keep his Lot mowed and free of rubbish, trash, debris, noxious weeds, and other unsightly conditions. Vegetable gardens on any Lot are specifically prohibited. Garden compost may be kept in reasonable quantities required by one household only, provided it is not visible from the street or Common Areas and is kept free of noxious odors and insects. No burning of rubbish or trash will be allowed once initial construction of Dwelling is completed. Dead, diseased, or damaged trees shall be promptly removed or repaired. In the event of a violation of this restriction, the Association shall notify the Owner of the condition. If the Owner fails to remedy the condition after ten (10) days, in addition to any remedy allowed by these Restrictions, the Association may cause such work to be performed and may demand and sue for reimbursement of such costs and reasonable attorneys' fees incurred in the collection thereof.

9.19 Prohibitions. There shall be no dumping of grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or elsewhere in the Subdivision. Fertilizers may be applied to landscaping provided care is taken to minimize runoff. Onsite storage of gasoline, heating, or other fuels is prohibited except in compliance with environmental laws.

9.20 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Committee. Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, canals, wetlands, or other ground waters within the Property are prohibited, except that Declarant and the Association shall have the right to draw water from such sources. No structures, ditches, changes in the terrain or landscaping shall be allowed that would materially cause an increase in the normal flow of water across other Lots.

9.21 Artificial Landscape. The use and display of artificial plants is specifically prohibited in the landscape if such display is visible from any other Lot or any Common Area. Planters, hanging pots or baskets and similar displays shall not be visible from other Lots or any Common Area, without the permission of the Committee. The use of exterior sculptures in the landscape must be approved by the Committee.

9.22 Maintenance of Lot. The following shall apply to each Lot:

9.22.1 Each Lot and the area existing between any Lot line and the street, curb, alleyway, or parkway area existing between the Lot line and the adjacent curb shall at all times be kept in a clean, slightly, and wholesome condition and weeds or grass shall be kept neatly cut or mowed at all times.

9.22.2 No boxes, containers, cans, implements, machinery, lumber, or other building materials shall be permitted to remain upon any Lot if visible from any other Lot or the Common Areas except as necessary during the period of construction. Equipment such as coolers, pool filters, pool heaters, firewood storage bins, and other similar items shall be adequately screened or otherwise hidden from view from adjacent Lots or the Common Areas.

9.22.3 All garbage containers shall be situated or enclosed and screened so as not to be visible from any other Lot or the Common Areas within twenty-four (24) hours after trash pick-up.

9.22.4 All fences and the exterior of all Structures shall be continuously maintained and never allowed to fall into disrepair.

9.22.5 No obnoxious or offensive activity shall be carried on upon any Lot nor shall anything be done, placed, or stored thereon which may be or become and annoyance or nuisance to other Owners or might disturb the peace, quiet, comfort, or serenity of other Owners such as loud music or amplifiers, outside lighting, or noisy machinery.

9.22.6 All Lots shall be kept in a well landscaped condition so as to produce the best aesthetic effect. Boundary planting along front lot lines or side lot lines in the parking strip must be first approved by the Committee.

9.22.7 All shrubbery, trees, and plantings on all Lots shall be contained in a landscape plan which must be submitted to the Committee for approval, in its sole discretion. Nothing contained herein shall allow the unfettered growth of vegetation such that it becomes unsightly or prevents another Owner from reasonable use and enjoyment of his Lot.

9.22.8 Each Owner shall cut and maintain all trees, shrubs, and hedges on his Lot so that no part thereof encroaches across any boundary line without the permission of the Owner of the Lot upon which the encroachment occurs.

9.23 Building Materials. No building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a Structure. No building materials and building equipment shall be placed or stored on any Common Area, right of way, sidewalk, or servitude in the Subdivision.

9.24 Certain Uses Prohibited. Except as provided herein, the Property shall be used for residential, recreational, and related purposes only. No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Parkway Lakes. This restriction shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any Lots for the construction of houses on other Lots, with the approval of the Committee. The Declarant reserves the right to develop and allow the operation of specific commercial enterprises as may be determined by the Declarant on any Additional Property. An Owner or Guest may conduct business activities within a Dwelling so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or small from outside the Dwelling; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Dwelling by clients, customers, suppliers, or other business invitees or door to door solicitation of residents of the Parkway Lakes; and (iv) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or hazardous or offensive use or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board.

9.25 Trailers and Recreation Vehicles. The keeping of a mobile home or trailer, either with or without wheels, on any Lot or Common Area is prohibited. Boats and all motorized recreational vehicles, including but not limited to: motorcycles, motor homes, travel trailers, golf carts, all terrain vehicles, four wheelers and utility trailers are allowed on a Lot only if housed completely within a garage or other Structure which has been approved by the Committee.

9.26 Signs. No sign of any kind, political or otherwise except standard real estate signs 18" x 30" and construction signs, approved by the Committee, shall be displayed to public view on any Lot without the prior consent of the Committee; provided, however, such restriction shall not apply to any Lot owned by the Declarant. Declarant may place signs on Lots to identify lots.

9.27 Antennas, Outside Flagpoles, Satellite Dishes. Radio and television antennas and flagpoles shall be prohibited except for temporary flagpoles or flagpoles attached to a Dwelling that does not exceed 24" x 36". Satellite dishes may only be installed with the approval of the Committee.

9.28 Window Coverings and Window Air-Conditioning Units. Interior window coverings must be lined in a neutral color so as not to detract from the exterior of a Dwelling. No foil, sheets, reflective materials, paper, or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades, or other purpose on a temporary or permanent basis. Window mounted air-conditioning or heating units are prohibited except with the approval of the Committee.

9.29 Exterior/Security Lighting. Exterior site lighting and security lighting shall not infringe upon adjacent Lots. All exterior lighting must be approved by the Committee.

9.30 Clotheslines. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, other items be hung from any railing, fence, hedge, or wall.

9.31 Garage, Porch, and Moving Sales. Garage, porch, and moving sales are prohibited in Parkway Lakes.

9.32 Religious and Holiday Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations on the interior and exterior of their Dwellings or Lots of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners. Gaudy, non-traditional, or excessive religious and holiday displays are prohibited.

9.33 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the Parkway Lakes. Use and discharge of firecrackers and other fireworks in the Subdivision is prohibited. Exterior speakers may be used or placed on a Lot with the approval of the Committee.

9.34 Alarm Systems. All alarm systems shall be tied into the sheriff's office or an alarm control center. Audible alarms are discouraged; however, if installed, such alarms must have an automated cutoff device.

9.35 Security. The Association, the Declarant, and any successor to the Declarant shall not in any way be considered insurers or guarantors of security within the Community. Neither the Association, the Declarant, nor any successor to the Declarant shall be liable for any loss or damage for any reason or failure to provide adequate security or ineffectiveness of security measures undertaken.

9.36 Firearms. The use of firearms, air guns, or pellet guns is strictly prohibited in Parkway Lakes. Capturing, trapping, or killing of wildlife within Parkway Lakes is prohibited, except in circumstances posing an imminent threat to personal safety.

9.37 Pets/Animals. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Property, provided that generally recognized house pets may be kept in Dwellings, subject to the rules and regulations adopted by the Association, through its Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walled or exercised in any

portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, or any other Owner's Lot, and the Owner of such pet shall immediately remove same. Upon the written request of any Owner, the Board may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 9.36, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these Restrictions. The Board shall have the further right, subject to Section 4.7 hereof, to fine any Owner (in an amount not to exceed $150.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.

9.38 Mining. Exploration for or mining or drilling of oil, gas, or other minerals, or water drilling or development operations, refining, mining operations of any kind, or the operation of quarries, gravel, or sand pits, soil removing, or top soil stripping are prohibited on all Lots without the prior written approval of the Board.

9.39 Water Wells and Sewer Systems. No private water wells or sewer systems will be allowed on any Lot, except if such Lot is not provided water or sewer service by the Parkway Lakes water or sewer system.

9.40 Waterways. The following restrictions apply to Waterways of the Parkway Lakes:

9.40.1 The Waterways are for aesthetic and viewing purposes only.

9.40.2 No piers and/or docks or other structures shall be constructed on the Waterways.

9.40.3 There shall be no swimming in the Waterways. Fishing shall only be permitted from Common Areas adjoining Waterways.

9.40.4 No boats or other floating devices shall be kept, stored, used, or operated on the Waterways.

9.40.5 The Association shall have the authority to remove from the Waterways any waterfowl not approved by the Association. The Association reserves the right to manage the Waterways lakes for wildlife and fishery purposes.

9.40.6 The edges of Waterways shall be kept clean from debris.

9.40.7 No Owner may plant any tree or other vegetation on the banks of the Waterways.

ARTICLE X
RESTRICTIONS ON RESALE

10.1 Prohibition on Resale. For a period of two (2) years from the date of closing of a Lot with the Declarant, Owner shall be prohibited from reselling the unimproved Lot without the Declarant's prior written consent. This restriction shall not apply to the routine sale of the unimproved Lot to an approved builder for purposes of constructing a turnkey house on the Lot for Owner.

ARTICLE XI
CONDEMNATION

11.1 In the event that all or any part of the Common Area(s) shall be taken by any authority having the power of condemnation or eminent domain, no Owner shall be entitled to notice thereof nor be entitled to participate in proceedings incident thereto. Any decision by the Board to convey Common Area(s) in lieu of or under threat of condemnation, or to accept an agreed award as compensation for such taking, shall require approval by a vote of fifty-one percent (51%) of the Members of the Association present and voting at a regular meeting or a special meeting called for such purpose at which a quorum is present. The award made for such taking shall be payable to the Association to be handled and disbursed as follows:

11.2 If the taking involves a portion of Common Area(s) on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the total number of votes in the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area(s), to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article XI hereof regarding the disbursement of funds with respect to casualty damage or destruction which is to be repaired shall apply. IF the taking does not affect any improvements on the Common Area(s), or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine from time to time, including, but without obligation to do so, to reduce or defray Base Monthly Assessments for a period of time determined by the Board.

ARTICLE XII
INDEMNITY

12.1 Indemnity. By accepting title to a Lot, each Owner agrees to indemnify and hold harmless the Declarant, the Association, and their respective agents, shareholders, members, partners, agents, officers, directors, employees, contractors, invitees, successors, and assigns of, from and against any and all losses, damages, costs, or liabilities related to or arising in connection with any claims, actions, causes of action, liability, suits or demands of or by any Owners, their family members, or Guests for disturbance, inconvenience, noise, nuisances, personal injury, sickness or death or property damage, resulting from, or associated with, the use, maintenance, and operation of the Subdivision, the Common Area(s), the Waterways, and recreational facilities or any of the activities, occurrences, conditions, state of facts, events, or situations related thereto.

12.2 Construction Indemnification. Construction of Dwellings and Structures within the Subdivision may take several years to complete. All Owners acknowledge and agree that certain risks may result from construction within the Subdivision of Dwellings, Structures, and other improvements whether by Owners or the Declarant. In addition to the indemnification provisions above, all Owners agree to indemnify and hold Declarant harmless from any and all claims arising out of construction upon any Lot, Common Area, right of way, servitude, or any other portion of the Property. All Owners agree to take reasonable precautions for protecting themselves, their property, and their Guests from construction related dangers.

ARTICLE XIII
GENERAL PROVISIONS

13.1 Severability. If any provision of these Restrictions, or any paragraph, subparagraph, article, sentence, clause, phrase, word, or the application hereof in any circumstance is held invalid or unenforceable, the validity of the remainder of these Restrictions and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby and the remainder of these Restrictions shall be construed as if such invalid part was never included herein.

13.2 Headings. The headings of articles and sections in these Restrictions are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

13.3 Duration. The covenants and restrictions of these Restrictions, and/or amendments hereof shall run with and bind the land for a period of fifty (50) years from the date these Restrictions are recorded, at the end of which period such covenants and restrictions shall be automatically extended for up to three (3) successive periods of ten (10) years each.

13.4 Notices. Notices provided for in these Restrictions shall be in writing and shall be addressed to any Owner at his/her Lot or at such other address as herein provided. Notices to the Declarant, the Association, and the Committee shall be in writing and shall be addressed to Community Management, 140 Aspen Square, Suite H, Denham Springs, LA 70726, or at such different address as disclosed in a written notice of change of address furnished to all Owners. No Owner may designate a different address for notices to him by giving written notice to the Declarant or the Board after Declarant relinquishes his control of the Board. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, return receipt requested, or when delivered if in person, and when deposited for delivery, if sent by recognized national overnight carrier.

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

13.6 Notice of Sale or Transfer of Title. Any new Owner of a Lot in the Subdivision shall give the Board written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require.

13.7 Amendment. These Restrictions may be amended at any time solely by Declarant, so long as Declarant owns any Lot or Dwelling:

13.7.1 in order to execute the Declarant's uniform plan for the improvement, development, sale, use, maintenance, and enjoyment of the property; or

13.7.2 for the preservation and enhancement of the value of the Property; or

13.7.3 if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict herewith; or

13.7.4 to correct any ambiguity or typographical error; or

13.7.5 if such amendment is necessary to enable any reputable title insurance company to issure title insurance with respect to the Lots; or

13.7.6 if such amendment is required by Mortgagee of Declarant, to enable such lender to accept a Mortgage of the Lots or if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to these Restrictions; provided, however, any such amendment shall not make any substantial changes in any of the provisions of these Restrictions. Further, these Restrictions may be amended at any time and from time to time by an agreement signed by at least eighty percent (80%) of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Declarant, if Declarant is the owner of any Lot or Dwelling. Any such amendment shall not become effective until the instrument, evidencing such change has been filed of record with the Clerk of Court of East Baton Rouge Parish, Louisiana.

13.8 No Liability. Declarant has used its best efforts and acted with due diligence in connection with the preparation and recording of these Restrictions to ensure that each Owner has the right and power to enforce the terms and provisions hereof against any Violator. In the event these Restrictions are unenforceable by an Owner or any other person for any reason whatsoever, Declarant and its agent, shall have no liability of any kind as a result of such unenforceability, and each Owner shall have no liability of any kind as a result of such unenforceability, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Declarant shall have no such liability.

13.8.1 Assignment of Rights by the Declarant. Unless specifically restricted in these Restrictions, the Declarant shall have the right to assign all or part of its rights under these Restrictions. The Declarant shall have the right to assign all or part of its rights under these Restrictions, but only in connection with the sale/transfer of all Lots owned by Declarant in the Subdivision for the purpose of the transferee finishing out the Declarant's plans for the Subdivision. Any such assignment must be in writing and shall not be effective unless and until the writing is duly recorded in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana. The foregoing notwithstanding, a successor of the Declarant receiving all or substantially all of the Property owned by the Declarant by reason of a foreclosure, dation en paiment, merger or consolidation, shall be deemed a successor and assign of all rights of the Declarant under these Restrictions.

13.8.2 Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Declarant and the Association, and their respective successors and assigns.

SWORN TO AND SUBSCRIBED before me, the undersigned Notary Public, and the undersigned witnesses, after due reading of the whole on this 6th day of February.

WITNESSES:

Krystal Doucet

REBECCA NICHOLSON

DECLARANT:

LYNN LEVY LAND COMPANY, L.L.C.

By: _____
Jonathan L. Starns, Manager

By: _____
Brandon L. Dodson, Manager

_____
NOTARY PUBLIC

CORINNE M. SCHWARTZBERG
NOTARY PUBLIC, STATE OF LOUISIANA
COMMISSION EXPIRES AT DEATH
NOTARY ID NO. 163707
LBRN: 38837