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DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO FIELDSTONE PARK SUBDIVISION, A RESIDENTIAL SUBDIVISION

This Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to **FIELDSTONE PARK SUBDIVISION**, a residential subdivision ("Declaration") made this 5th day of August, 2019, by and between **DOXA, L.L.C.** ("Developer"), a Louisiana limited liability company, and **ALVAREZ CONSTRUCTION CO., L.L.C.** ("Contractor"), a Louisiana limited liability company;

WHEREAS, Developer and Contractor own certain land referred to as "Fieldstone Park Subdivision", (hereinafter referred to as the "Subdivision") said land being described as follows, and is subject to the rights, covenants, restrictions, affirmative obligations and conditions set out herein:

> **Lots 1 through 46, inclusive, and all Common Areas of Fieldstone Park Subdivision** as shown on the FINAL PLAT OF FIELDSTONE PARK SUBDIVISION, 1ST FILING, by MR Engineering & Surveying, LLC, dated July 16, 2019, recorded at Original 527, Bundle 12970 in the official records of East Baton Rouge Parish, Louisiana ("the Final Plat").

WHEREAS, Developer and Contractor desire to provide for preservation of the value of the Subdivision and for the maintenance of the Common Properties; and to this end, they have consented to subject the Subdivision to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter set forth (the "General Covenants" or "these Covenants"), each and all of which are hereby declared to be for the benefit of the Subdivision and every owner of any and all parts thereof.

THEREFORE, Developer and Contractor hereby declare that the Subdivision and the property contained therein is and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied, and used subject to these Covenants. These Covenants, the benefit of these Covenants, and the affirmative and negative burdens of these Covenants shall touch and concern and run with the Subdivision and the property contained therein.

ARTICLE I

In this Declaration, the following words have the meaning described to them in this Article I:

Section 1.01 **ASSOCIATION** means Fieldstone Park Homeowners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns. This is the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions to which the Articles of Incorporation and By Laws of the Association will reference.

Section 1.02 **COMMON PROPERTY OR PROPERTIES OR COMMON AREA PROPERTY OR PROPERTIES** means that certain real and/or personal property conveyed to the Association by Contractor in accordance with Section 8.01. In addition, all private roads within the Subdivision, the median to any portion of a private or dedicated road or street within or abutting the Subdivision, shall be included in the Common Area Property unless otherwise provided. The

portion of each lot which constitutes the bed of the lake which is subject to the landscape servitude on the final plat of the subdivision shall be, for the purposes of this section, considered part of the common area and under the control of the Association. This portion of each lot shall also be subject to a servitude of use for recreational or landscape purposes on the lake.

Section 1.03 **DEVELOPER** means DOXA, L.L.C.

Section 1.04 **CONTRACTOR** means Alvarez Construction Co., L.L.C.

Section 1.05 **DWELLING UNIT** means that portion of any Improved Lot intended for use, or being used, as a single-family residential dwelling.

Section 1.06 **ENCLOSED LIVABLE AREA** means that area of the Dwelling Unit that is completely enclosed and protected from the weather (heated and cooled) and intended as the living quarters of the Dwelling Unit.

Section 1.07 **FISCAL YEAR**. The fiscal year of Fieldstone Park Subdivision shall be the calendar year, unless otherwise provided for by the Board and the cash method of accounting shall apply.

Section 1.08 **GUIDELINES** mean those documents which, in addition to this document, create restrictions on the subdivision and the various Homeowner's Association Rules and Regulations.

Section 1.09 **IMPROVED LOT** means a Lot on which is located a building and/or other structure(s) for which required approvals for use and occupancy have been obtained.

Section 1.10 **INSTITUTIONAL MORTGAGEE** means any federal or state chartered bank, life insurance company, federal or state savings and loan association or real estate investment trust which holds a first mortgage or other first lien or charge upon the Property or portion of the Property or any interest therein which is of record in the Office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana.

Section 1.11 **LOT** means any of the numbered and delineated parcels shown on the final Plat, as the same may be amended from time to time, and any additional Lots added by Contractor pursuant to Section 2.02.

Section 1.12 **MEMBERS OR MEMBERSHIP** refers to the Association's members.

Section 1.13 **OWNER OR PROPERTY OWNER** means the holder of record of title to any Lot. Notwithstanding any applicable legal theory of any mortgagee, "Owner" shall not mean or refer to the mortgagee, mortgagee's heirs, successors or assigns, unless such mortgagee has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee of any Owner, nor shall the term "Owner" mean or refer to any person holding title merely as security for the payment of a debt. In the event there is a deed of record granting one or more parties a usufruct in any Lot, the Owner of said Lot shall be deemed to be the holder or holders of the usufruct, regardless of who owns the naked ownership.

Section 1.14 **FINAL PLAT OR SUBDIVISION PLAT** means all Final Subdivision Plats for each filing of **FIELDSTONE PARK SUBDIVISION** as recorded in the records in the Office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana including but not limited to, THE FINAL PLAT OF FIELDSTONE PARK SUBDIVISION, 1ST FILING, which is recorded at Original 527, Bundle 12970.

Section 1.15 **PUBLIC RECORDS** means the records of the Office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana.

Section 1.16 **SUBDIVISION** shall mean Fieldstone Park Subdivision, as shown on all final Plats for the different filings of the Fieldstone Park Subdivision, the first filing being recorded in the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, all as set forth in the map recorded at Original 527, Bundle 12970.

Section 1.17 **UNIMPROVED LOT** means any Lot that is not an Improved Lot.

ARTICLE II
FUTURE DEVELOPMENT AND ADDITIONS TO SUBDIVISION

Section 2.01 **FUTURE DEVELOPMENT.** Contractor, its successors and assigns, may develop other property and may as a matter of right, without the consent of the Association or the Owners, convey additional parcels to the Association without regard to the location of such parcels of land within the Subdivision. At the time of conveyance to the Association, these properties shall be designated as Common Properties. Contractor shall not be required to follow any predetermined sequence, schedule or order of improvements and development; and it may take, subject to this Declaration, additional lands and develop the same before completing the development of the Lots and Common Areas as shown on the final Plat. Any property conveyed by Contractor to the Association may also be subject to additional covenants and restrictions as specifically set forth in the deed of conveyance.

Section 2.02 **ADDITIONS OF SUBDIVISION.** Additional property may become subject to this Declaration in the following manner:

(a) **Additions**. Contractor, its successors and/or assigns, shall have the right to bring any additional property within this Declaration. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing in the Office of Public Records, a supplementary Declaration with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property. Any supplementary Declaration may contain such additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, to reflect the different character, if any, of the additional properties.

(b) **Mergers**. Upon merger or consolidation of the Association with another association as provided for in the Bylaws of the Association, the Association's property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. In the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the Subdivision of the Association as the surviving legal entity pursuant to a merger. The surviving or consolidated association may administer the property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall affect any revocation, change or addition to this Declaration with respect to the Subdivision including, without limitation, the

maximum limits on assessments of the Association, or any other matter substantially affecting the interest of Members of the Association.

ARTICLE III
GENERAL COVENANTS, RESTRICTIONS AND LIMITATIONS OF LIABILITY

Section 3.01 PURPOSES. The primary purpose of these Covenants and Restrictions and the foremost consideration in the origin of same has been the creation of a subdivision that is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and locations of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason such standards are not established by these Covenants. In order to implement the purposes of these Covenants, Contractor or its assigns shall establish and amend, from time to time, objective guidelines which shall be in addition to these Covenants and shall be administered by the Association.

Section 3.02 LOTS LIMITED TO RESIDENTIAL USE. All Lots shall be used for single family residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed, attached to or permitted to remain on any Lot other than those structures and improvements approved for use and occupancy by Contractor. Further, no owner shall occupy or use his/her property, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private residence of the owners, the owners' family, guests or domestic help, except as provided in this Section. No owner shall advertise for and/or enter into a lease agreement, whether written or oral, for a term of less than six (6) months of any residence or any portion thereof in the neighborhood. Further, no owner shall be permitted to advertise and/or rent any portion of his/her property to another though an online rental service, such as Airbnb, VRBO, HomeAway, Tipping.com, FlipKey, or similar sites/services. Any owner that allows someone to occupy his/her property in the neighborhood in return for consideration, pay and/or value given, except in the case of a lease for a term of six (6) months or greater, is in violation of this Section and such conduct is prohibited hereby.

Section 3.03 SITING. No residence improvements or accessory building improvements shall be constructed within the minimum building setback lines indicated on the Final Plat. Only one side yard is required. The Zero Lot Line (side with no side yard required) is pre-determined and so indicated on the Final Plat. A minimum five-foot (5') private maintenance servitude (easement) shall be provided by the adjacent lot for maintenance of the adjoining zero lot line wall as shown on Final Plat. The dwelling unit wall located on the zero lot line side shall have no openings, and shall be constructed of brick, stucco, or other material approved by the Architectural Committee, to a minimum height equal to that of the ground floor wall plate height. Roof overhangs shall not encroach on the adjacent lot. Unless waived by the Architectural Committee, the zero lot line side of directly adjoining lots shall be a continuous wall consisting of a combination of the dwelling unit wall, accessory building wall and/or 6' (minimum) privacy fencing from the lot's front building line to the rear corner. If the fence is of the type with only one finished side, that finished side shall face the adjacent lot providing the maintenance servitude (easement).

Section 3.04 SIGNS. No signs shall be erected or maintained on a lot at any time by anyone, including without limitation, a Property Owner, Realtor, contractor, or subcontractor,

except the following approved signs: (a.) one (1) For Sale sign; (b.) one (1) sign for a contractor displayed during construction for a maximum of twelve (12) months or until completion of construction, whichever shall first occur; (c.) one (1) sign for an architect or designer displayed during construction for a maximum of twelve (12) months or until completion of construction, whichever shall first occur; (d.) a sign which must be posted as a result of legal proceedings pursuant to a statute, rule, regulation or court order; or (e.) a sign which has been specifically approved in writing by Contractor or the Association. Contractor or the Association reserves the right to restrict the size, color, content, location, number and method of display of each approved sign. Should any of these rules be violated the resident or lot owner shall be assessed a penalty of $50.00 per violation, per day, and shall be collected in the identical manner and with the same terms of any other assessment as provided herein.

Section 3.05 **MAILBOXES.** No mailboxes or mailbox numbering or lettering, may be erected or maintained on a Lot-except mailboxes approved by Contractor. The cost of providing, erecting and maintaining a mailbox, the numbering and lettering, shall be paid by the Property Owner. Contractor reserves the right to designate the location of all mailboxes. House numbering schemes, on, upon or within a Dwelling Unit shall be mandated by the Association.

Section 3.06 **UNSIGHTLY CONDITIONS.** It shall be the responsibility of each Property Owner and/or tenant thereof to prevent the accumulation of litter, trash, packing crates, rubbish or the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their Lot before, during or after construction. Each Property Owner must provide or require an on-site dumpster for trash and litter during construction. It shall also be the responsibility of each Property Owner and/or tenant thereof to prevent accumulations which shall tend to substantially decrease the beauty of the community as a whole. Should the Association decide to remove any debris of any sort from a lot, dwelling unit or other place, the owner of such place where the debris was removed shall be responsible for the actual costs incurred by the Association, plus a penalty of $50.00 per occurrence, which shall be collected in the identical manner and with the same terms of any other assessment as provided herein. Household trash containers may not be placed in front of any Lot before 3:00 P.M. on the day before trash pick-up and all trash containers shall be removed from the front of the Lot by 6:00 P.M. on trash pick-up day. Further, upon completion, Property Owner shall maintain the house in a clean condition free from any visible mildew.

Section 3.07 **LIGHTS AND OUTSIDE SOUND.** The design and location of all exterior lighting fixtures shall be subject to the approval of Contractor or the Association. Neither these nor any other illumination devices located anywhere on the structures or grounds of any Dwelling Unit shall be located, directed, or of such intensity as to adversely affect the enjoyment of any adjacent Property owner. Outside Music or sound-producing devices, and any other mechanical or electrical devises shall be subject to the approval of the Contractor or the Association, and any restrictions or rules adopted shall be final and non-appealable.

Section 3.08 **ANIMALS.** There shall be no raising or even the presence of livestock of any kind on any improved lot, unapproved lot or any common area. Common household pets such as dogs and cats may be kept in any one Dwelling Unit. Pets shall not roam freely, and must be leashed or detained by fences. Household pets shall not be of such kind or disposition, or kept in such numbers to cause a nuisance. Any areas located on a Lot for the maintenance or confinement of pets is subject to prior approval by Contractor or the Association, but in all situations, said

confinement shall be constructed in the rear of the dwelling unit. The Owner of a pet, leashed or unleashed, is responsible for the removal of feces from any lot not owned by the owner of the pet and all common areas. No kennels shall be placed in a location on any Lot where they can be seen from the street. Excessive and bothersome barking or noise made by residential pets will not be tolerated and may be addressed under Section 3.12 and other provisions herein.

Section 3.09 FARMING. No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from odors and insects.

Section 3.10 CLOTHESLINES. Outside clotheslines or other outside facilities for drying or airing clothes, rugs, tapestries or such, are specifically prohibited and shall not be erected, placed or maintained, nor shall such other items be hung from railings, fences, hedges, walls or balconies.

Section 3.11 REPAIRS AND HAZARDS. Any building or other improvement on any Lot that is destroyed partially or totally by fire, storm or by any other means shall be repaired or demolished within a reasonable period of time, however, in no event shall the destruction be allowed to remain in disrepair more than sixty (60) days from the incident which caused same, and the land on which it was located shall be restored to an orderly and attractive condition to be determined by Contractor or the Association. Any damage which causes a dangerous or unsafe condition to persons or which is unsightly and which is not repaired within a reasonable time (in no event longer than sixty (60) days) following notice, may be repaired or removed at the direction of the Association or Contractor, and the cost of such repairs or removal and/or fines imposed shall become a lien against the pertinent Lot and become the personal obligation of the Owner of such Lot. Any entry upon a Lot to affect such repairs or removal shall be allowed at any time requested by the Association and shall not be deemed a trespass. All costs of any legal proceedings, attorney's fees, and costs to collect fees and costs shall be borne by the Property Owner in addition to any other penalties described herein.

Section 3.12 OFFENSIVE ACTIVITY. No noxious, offensive or unlawful use or activity shall be carried on upon any Lot or portion thereof, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community. The Association has the sole right to define and determine the preceding activities. Contractor shall have the express right, in its sole discretion, to publish rules from time to time to prohibit, regulate or otherwise deal with activities which violate this Section.

The use of motorized non-licensed vehicles are prohibited in the Fieldstone Park Subdivision, including but not limited to off road motorcycles, four wheelers, golf carts, powered scooters, go carts and other vehicles as determined by Contractor is prohibited. Should this rule be violated the resident or Property Owner shall be assessed a penalty of $500.00 per violation per day and shall be collected in the identical manner and with the same terms of any other assessment as provided herein.

All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed at all times. The responsibility of meeting the requirements of governmental bodies which require maintenance or modification of place or thing

are enforceable in the same way as the responsibility for maintenance and repair of the Lot concerned.

Section 3.13 UTILITIES. All electrical, cable, television and telecommunication lines located at any place in the Subdivision, other than those existing on the date of this Declaration, shall be installed and maintained underground unless Contractor specifically approves above ground installation of such lines or things. No outside lines, above-ground improvements or mechanical devices will be allowed without Committee written approval, unless such devices are not visible from any street, walking path and sidewalk in the Subdivision

Electric service from the electric distribution system to each residence shall be underground and the owner of each Lot shall furnish an electric servitude from the source of supply to his meter location for receipt of electric service on the Lot.

Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the final plat.

Section 3.14 ANTENNAS. No television antenna, receiving dish, radio receiver or sender or other similar device shall be attached to or installed on any Lot or structure within the Subdivision without the prior written consent of Contractor or the Association. A location of a dish antenna must be designated on the plans for approval by Contractor or the Association. No radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any building, Dwelling Unit, Lot or any other portion of the Subdivision which may interfere with the reception of television or radio signals upon any other part of the Subdivision. No outside lines, television antennas, satellite dishes, above-ground improvements or mechanical devices will be allowed without Committee written approval, unless such devices are not visible from any street, walking path and sidewalk in the Subdivision. However, the provisions of this Section shall not prohibit Contractor or the Association from installing any equipment it deems necessary for any reason or no reason.

Section 3.15 TRESPASS. Contractor or the Association shall have the unencumbered access to the Subdivision, including but not limited to all Lots and/or Improved Lots and nothing done by them shall be deemed an unauthorized use or trespass. Unless authorized by Contractor or the Association, no one is permitted to enter unsold lots or undeveloped property of Contractor, or any lot not owned by that individual, said action will be deemed a trespass and the trespassing violator shall be subject to prosecution. Any such action shall in no way subject the Contractor or the Association to any liability to anyone for anything.

Section 3.16 PARCELS. No Lot shall be subdivided, or its boundary lines changed, except with the prior written consent of Contractor or the Association. However, Contractor hereby expressly reserves to itself, its successors and assigns, the right to re-plat any Lot and to take such other steps as are reasonably necessary to make such re-platted Lot suitable and fit as a building site including, but not limited to, the relocation of any Lot or easements, walkways, tunnels, rights of way, roadways, and Common Areas. The provisions of this Section shall also not prohibit the Contractor from the combining of two (2) or more contiguous Lots into one (1) large Lot or utilizing three (3) contiguous Lots to divide into two (2) Lots or, any combination of the above including reclamation of common area for use as a building site.

Section 3.17 INGRESS AND EGRESS. The Property Owner, in accepting title to a Lot conveyed subject to the covenants and restrictions of this Declaration, waives all rights of

uncontrolled and unlimited ingress and egress to such Lot (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Property Owner and successors in title) and agrees that such ingress and egress to the Owner's Lot may be limited to roadways built or approved by Contractor. Contractor, its successors, assigns, agents, employees and licensees, expressly reserves a right of ingress and egress upon and through any and all roads, roadways, bridges and any other designated access routes in the Subdivision to any portion or part of the Subdivision or other lots or lands.

Section 3.18 FIREARMS. Hunting with or without the use of weapons or means shall be strictly prohibited, nor the discharge of firearms of any type shall be allowed in the Subdivision.

Section 3.19 BRIDGES. Contractor expressly reserves to its successors, assigns, agents, employees, and licensees, any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, tunnels or fixed spans across any or all natural or manmade waters, canals, creeks, paths, or lakes in the Subdivision. Nothing in this Section shall be construed as placing an affirmative obligation on Contractor to provide or construct any such improvement.

Section 3.20 LANDSCAPING. No landscape installation shall be made without prior presentation of plans to the Architectural Committee for review and approval. No landscaping in drainage servitudes. No weeds, underbrush or other unsightly growth which would unreasonably interfere with the enjoyment of adjacent Property Owners shall be permitted to grow or remain, and no refuse pile or unsightly objects shall be allowed to be placed or to remain upon any part of a Common Area, or road right-of-way.

All landscaping of any Lot shall be completed within sixty (60) days from the completion of construction of improvements.

Every residential lot shall have one Magnolia x Solangiana, Saucer Magnolia planted in the front yard at a minimum of 5'-0" from the sidewalk located between the side walkway and the front of the home. At the time the tree is planted, it shall not be less than a 15 gallon container tree. Every lot owner shall be responsible for the replacement of this tree if it should die. Every Residential lot shall have the minimum of at least one 15 gallon tree as specified, two 7 gallon plants and ten 3 gallon plants in front yard at all times.

Each individual Lot owner, including vacant Lot owners, shall be responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, Dwelling Unit, and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep all Lots mowed at all times and free from unsightly objects, weeds, underbrush, rubbish, trash, debris and noxious weed, or other unsightly growth, in default of which the Contractor or the Association may cause such work to be performed and may demand and sue for reimbursement for such costs, penalties and reasonable attorney's fees, including the collection of said attorney's fees.

Nothing shall be altered or constructed in or removed from Common Area landscaping, if any, as shown on the final plat, except upon the written consent of Contractor or the Association.

There shall be no storage or obstructions placed or parked on any Common Area landscaping, if any, without the prior written consent of Contractor.

This Document, the restrictions contained throughout and these provisions in particular shall not apply to Contractor until the last Lot is sold to an Owner other than Contractor.

Section 3.21 FURNITURE FOR FRONT PORCH, BALCONY AND YARD. Furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) on which a dwelling is constructed: (a) must be durable, and (b) must not be made of plastic. All collapsible furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) must be placed in storage and outside of the view of Person(s) on any street in the Property.

Section 3.22 ARTIFICIAL VEGETATION. Artificial grass, plants or other artificial vegetation must not be placed or maintained upon the exterior portion of any Lot unless approved by the Architectural Committee.

Section 3.23 POOLS, SPAS, HOT TUBS. The design and location of pools, spas, and hot tubs are subject to the approval of the Architectural Committee and proper governing jurisdiction regulating permitting prior to construction or installation. No above ground or temporary swimming pools shall be permitted within the subdivision. Pool fences shall conform to city requirements and the requirements for fencing in these restrictions.

Section 3.24 DECORATIONS. Placement of decorations on any Lot; provided, however, that a reasonable number of holiday and religious decorations may be displayed on a Lot for up to thirty (30) days prior to the holiday or religious observance and up to fourteen (14) days thereafter without prior approval, subject to the right of Declarant, to require removal of any decorations which it deems to (a) be excessive in number, size or brightness; (b) draw excessive attention or traffic; or (c) unreasonably interfere with the use and enjoyment of neighboring properties.

Section 3.25 FLAGS. Flags of any kind placed on a Lot so as to be visible from outside the dwelling on the Lot, except that one (1) country flag not exceeding forty-eight inches by seventy-two inches (48" X 72") in size and one (1) decorative flag not exceeding thirty-six inches by sixty inches (36" X 60") in size may be hung from flagpoles not exceeding seventy two inches (72") in length and two inches (2") in diameter, which are mounted on the exterior façade of the residence at a location approved by Architectural Committee.

Section 3.26 SPORTS AND PLAY EQUIPMENT. Swing sets or other play structures are allowed; however, they may not be placed or constructed on any Lot without the prior written approval of the Architectural Committee, including without limitation, approval as to location and appearance.

Section 3.27 BASKETBALL GOALS. Basketball goals or backboards shall be permitted, provided such goals and backboards are not mounted directly to the residence or other outbuilding. Any Owner desiring to install a basketball goal must get the approval of the Architectural Committee of the location and placement of the same prior to installation. Backboards shall be primarily clear or white.

Section 3.28 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, shed, tent or shack shall be used at any time as a residence either temporarily or

permanently. No storage building of any type shall be permitted unless such building is designed as part of the main Dwelling Unit and approved by Contractor or Association. There shall be no occupancy of any Dwelling Unit until the interior and exterior of the Dwelling Unit is completed and a certificate of occupancy, or other satisfactory evidence of completion, is received and approved by Contractor or the Association. Any prefabricated structure is considered a temporary structure.

Section 3.29 DRIVEWAYS AND SIDEWALKS. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted for use on driveways. It shall be the obligation of each individual Lot owner to maintain that portion of the front and side sidewalk which is on or adjacent to his property. Sidewalks shall be constructed across the front of each lot by the lot owner prior to occupancy of the dwelling.

Section 3.30 FENCES. All fences (gates) and similar improvements must be constructed, installed, and maintained pursuant to standards and/or specific approval obtained from the Architectural Committee after submission of drawings and/or proposal. The Architectural Committee possesses documentation containing specific guidelines and specifications for fences (gates), which documentation is available for review by Members. Vinyl, barbed wire, chain link or any other wire fences shall not be used. A 6'-0" height wooden privacy fence may be used with Dog Ear Boards and 6" posts for all lots in the subdivisions, except for lots on the perimeter of the subdivision, fences for which shall have be 8'-0" in height. In such case where an 8'-0" fence meets a 6'-0" fence, tapering shall occur. (If explanation is needed regarded this or any other Restriction, inquiries may be made to the Architectural Committee.) Materials shall be southern yellow pine or cedar. No Fencing, including shrubbery used in a fence like manner, shall be allowed in the front of a Dwelling Unit and instead all fences, including shrubbery used in a fence like manner, shall end 3 feet from a Dwelling Unit. The use or application of a stain that cures in a solid color is prohibited. Approved stain for wood fences is SW3518SS Hawthorne. A wooden, brick, stucco, wrought iron or similar approved fence or privacy screen may only be used if constructed pursuant to prior approval obtained from Committee.

Approval by the Architectural Committee of a fence design and/or installation does not relieve Member from full and sole responsibility for obtaining any and/or all necessary permits and/or other necessary governmental approvals and appropriate lot placement. Further, it is Member's full and sole responsibility to abide by all servitudes and to respect property lines so as to not encroach on another's' rights/property. Each Member hereby agrees to fully defend and indemnify Contractor, Architectural Committee and The Fieldstone Park Homeowners Association for any claims made asserting encroachment and/or damages incurred as a result of the installation of a fence by a Member or its contractor.

Section 3.31 FENCES ON LOTS ADJACENT TO COMMON PROPERTY (INCLUDING LAKES, PONDS, PARK AREAS, RECREATIONAL FIELDS AND PATHWAYS). Fences installed on a lot having frontage on the lakes, i.e., "lake lots" as well as any common properties, including common areas, recreational areas, park areas, pathways, and the like ("lot neighboring common areas"), shall be constructed in accordance with the requirements under this Section 3.23.

(a) Any fence on a lot neighboring common areas shall be constructed in such a manner as to preserve the view from all other lots of the lakes and other common properties.

(b) With respect to lake lots and lots neighboring common areas, no wood fence will be allowed. The fence on the rear/back of the property and on side property lines that meets the rear property line must be 5-foot ornamental aluminum press point. In areas where differing height fences meet, tapering shall occur. (If explanation is needed regarded this or any other Restriction, inquiries may be made to the Architectural Committee.)

(c) There shall be no fences placed by any Lot Owner on any Common Area (including any Lot Servitude area).

(d) Any portion of a fence on a lot neighboring common areas must have a "finished side" appearance that faces the street, alley, or other Common Area. Retaining walls must be constructed entirely with Architectural Reviewer-approved materials; however railroad ties may not be used for a retaining wall visible from a street.

Section 3.32 GARAGES. No carports shall be permitted. No two driveways shall be directly adjacent to each other. All Dwelling Units shall have a minimum of a two (2) vehicle enclosed garage. In all cases, electric automatic door openers/closers shall be installed and used. Any garages visible from the street must be kept closed when not in use. If any part of a garage is located on the front half of a Lot, it shall have the same exterior material facing the street as on the Dwelling Unit.

Section 3.33 RECREATIONAL VEHICLES AND BOATS. No boat, boat trailer, four wheeler, dirt or street motor cycle or trailer for such, house trailer, horse trailer, trailer, camper, motor home, unmaintained cars, trucks, or any similar items shall be parked or stored on any Lot, Improved Lot or any other place in the Subdivision for a period of time in excess of nine (9) consecutive hours, unless housed in an enclosed garage.

No trailer, shed, motor home, tent, garage, barn or other outbuildings shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

Section 3.34 REMEDIES FOR VEHICLE AND RECREATIONAL EQUIPMENT VIOLATIONS. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association or Contractor, at the sole expense of the Owner of such vehicle or recreational equipment, if it remains in violation for a period of time in excess of a consecutive twenty four (24) hours. The Association or Contractor shall not be liable to the owner or anyone else of such vehicle or recreational equipment for trespass, or conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 3.35 PARKING. Each Owner shall provide sufficient space off Subdivision roadways, for the parking of approved vehicles for the Owner's and Owner's family's use and the use of the Owner's guests in accordance with reasonable standards established by Contractor. Parking on the paved portion of any roadway not identified as parking areas within the Subdivision shall be permitted for temporary purposes, but in no event shall such parking be overnight or for anything longer than nine hours. Any vehicle violating this restriction may be removed by Contractor or the Association or their designated agent, and the owner of the vehicle shall be

responsible for all charges for towing and storing the vehicle. The keeping of a mobile home or house trailer either with or without wheels on any parcel of property covered by these restrictions is prohibited. No boats, vehicles, motorcycles, trucks, campers, motor home or trailers of any kind may be parked, stored, repaired or maintained on the street, front yards, or in driveways. If an Owner wishes to perform repairs or other work on a vehicle, then such repairs/work shall only be performed within an enclosed garage. Visitors may park automobiles on the street and in driveways, but not for a period in excess of nine hours of continuous parking.

Section 3.36 AIR CONDITIONING/WINDOW COVERINGS. No window mounted air conditioning or heating units are allowed. Interior window coverings must be lined in a neutral color so as not to detract from the exterior of a Dwelling. All air conditioning compressors and other similar equipment shall be visually screened from the street and from sideyard view by appropriate fencing, screening, or landscaping. Details shall be submitted with the landscape plan for approval. 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.

Section 3.37 LIMITATION OF LIABILITY. THE PURPOSE OF THIS PROVISION IS TO ENSURE, TO THE FULLEST EXTENT OF THE LAW, THAT THE CONTRACTOR, AND THE ASSOCIATION BE RELIEVED OF ALL LIABILITY AS A CONDITION OF AND THE CAUSE FOR THE SALE OF THE IMPROVED OR UNIMPROVED LOT, AND THE APPURTENANCES THERETO, AND CONSIDERATION IS HEREBY ACKNOWLEDGED AND WAS SPECIFICALLY MADE PART OF THE PURCHASE PRICE. THE OWNER AND/OR OCCUPANT OF A LOT, INCLUDING AN IMPROVED LOT, AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF THE TITLE TO A LOT IN THIS ABOVE DESCRIBED SUBDIVISION, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY SUCH LOT WHETHER AWARE IF THIS PROVISION OR NOT, FOR THEMSELVES AND THOSE NAMED ABOVE DO HEREBY WAIVE ALL CLAIMS IT MAY CURRENTLY HAVE OR EVER HAVE OR BECOME POSSESSED OF IN THE FUTURE AGAINST CONTRACTOR, THE ASSOCIATION, ITS BOARD OF DIRECTORS, AND ALL INDIVIDUALS OR COMPANIES INVOLVED IN OR ASSOCIATED WITH THE DEVELOPMENT, BUILDING OR SALE OF THE PURCHASED PROPERTY(RELEASEES). TO THE FULLEST EXTENT POSSIBLE, CONTRACTOR, THE ASSOCIATION, ITS BOARD OF DIRECTORS, AND ALL INDIVIDUALS OR COMPANIES INVOLVED IN OR ASSOCIATED WITH THE DEVELOPMENT, BUILDING OR SALE OF THE PURCHASED PROPERTY ARE HEREBY RELEASED FROM ANY AND ALL LIABILITY, AND ARE HEREBY HELD HARMLESS BY PURCHASER(S) FROM ANY ACTIONS AT LAW OR IN EQUITY THAT MAY BE MADE AS A RESULT OF ANY PAST ACTION OR INACTION OF RELEASEES OR ANY ACTION RELATING TO THE SUBDIVISION THAT MAY BE BROUGHT IN THE FUTURE. THE FOLLOWING EXAMPLES OF ITEMS THAT ARE RELEASED BY THIS DOCUMENT ARE SIMPLY THAT, A NON-EXCLUSIVE LIST THAT INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF (a) ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH, AS A RESULT OF ANY ENTRY ONTO ANY OF THE COMMON PROPERTIES (INCLUDING ANY LAKE(S) OR SWIMMING POOL(S) IN THE COMMON PROPERTIES)

BY ANYONE , AND (b) THE RISE AND FALL OF THE WATER LEVEL OF ANY LAKE IN THE COMMON PROPERTIES INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER INTO AND OUT OF ANY SUCH LAKE, WHICH COULD RESULT IN OR CAUSE DAMAGE, BY FLOODING OR OTHERWISE, TO ANY IMPROVEMENTS OR ANY OTHER PERSONAL PROPERTY SITUATED ON ANY PORTION OF THE SUBDIVISION OR ANY LOT, OR WHICH WOULD RESULT IN OR CAUSE ANY IMPROVEMENTS SITUATED ON OR ADJACENT TO ANY SUCH LAKE TO BE UNUSABLE DUE TO LOW OR HIGH WATER LEVELS. FURTHERMORE, NOTICE IS HEREBY PROVIDED THAT NO LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE SUBDIVISION OR COMMON PROPERTIES (INCLUDING ANY LAKE OR SWIMMING POOL INCLUDED IN OR OUT OF THE COMMON PROPERTIES), (ii) THE USE OF ANY OF THE COMMON PROPERTIES (INCLUDING ANY LAKE OR SWIMMING POOL IN THE COMMON PROPERTIES) BY ANYONE SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE COMMON PROPERTIES AND (iii) NEITHER THE CONTRACTOR, THE ASSOCIATION, IT'S BOARD OF DIRECTORS, ANY OWNER, ANY FORMER OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL BE OBLIGATED TO DO ANYTHING INCLUDING TAKE ANY ACTION TO MAINTAIN A SPECIFIC WATER LEVEL FOR ANY LAKE IN THE COMMON PROPERTIES. IT SHALL BE THE OBLIGATION OF THE PURCHASER OF ANY IMPROVED OR UNIMPROVED LOT TO ENSURE THE MORTGAGEE OF SAID LOT IS AWARE OF AND CONSENTS TO THIS PROVISION OF THESE COVENANTS.

Section 3.38 LAKES. As no individual lot owner's property extends into the lake areas, no bulkheads, decks, piers, or other structures shall be allowed to extend beyond their property line adjacent to the lake. Lake and areas designated around lakes are solely for common area use only. No water borne vehicles or motor boats shall be allowed in the lakes. No swimming shall be allowed in lakes. No private fountains or other things shall be allowed in the lake for any period of time. Property owners are responsible for yard maintenance within their property line limits. Maintenance of the lakes and common areas located adjacent to the lakes shall be the responsibility of the Association.

ARTICLE IV
EASEMENTS

Section 4.01 CONTRACTOR EASEMENTS. Contractor reserves unto itself, its successors, assigns, contractors, licensees, and agents a perpetual, alienable, and releasable easement and right on, over and under the ground of the Subdivision (including each Lot) to erect, maintain and use electric, cable television and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over those portions of the Subdivision as may be reasonably required for any purposes and to grant access easements or relocate any existing access easements in, on, or over any portion of the Subdivision as Contractor shall deem necessary or desirable for the proper operation and maintenance of the Subdivision, or any portion thereon or for the reason of carrying out the purposes of this Declaration; provided, however, that no such easement shall be applicable to any portion of the Subdivision as may (a) have been used prior to

the installation of such utilities for construction of a building or structure whose plans were approved pursuant to this Declaration by Contractor, or (b) be designated as the site for a building or structure on a site plan or for erection of a building or structure which has been filed with Contractor and which has been approved in writing by Contractor. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance as determined by the Contractor or the Association in their sole discretion. Any material disturbance to the grounds of any Property Owner caused by such action shall be repaired and said grounds returned to their prior condition by the utility company performing the work, or prompt and reasonable remuneration for such repairs shall be made to such Property Owner by the Subdivision Owners Association.

Section 4.02 UTILITY AND GOVERNMENTAL SERVICES AND PRIVATE EASEMENTS. All Lots within the Subdivision shall be subject to utility, governmental services and private drainage easements as shown on the face of the recorded Final Plat and all rights of ingress, egress and access for persons and equipment associated therewith. In addition to the foregoing, Contractor reserves unto itself, its successors, assigns, contractors, licensees and agents a perpetual, alienable and releasable easement and right on, over and under the ground located along the side of a road and rights of way and along the side and rear lines of each Lot or more particularly shown on the Final Plat. Fences, structures, or obstructions erected or placed in any sewer, drainage, or utility servitude or easement shall be at the expense of home owner if removal is necessary for maintenance work.

ARTICLE V
ARCHITECTURAL AND DESIGN REVIEW

Section 5.01 PURPOSE. In order to preserve the natural beauty of the Subdivision and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, to provide for the community's organized development, and to protect and promote the value of Subdivision, no building, fence, paving materials of any land, screen enclosures, sewer drains, disposal systems, landscaping, or any other structure or improvement of any nature or any future addition or improvement shall be erected, placed, attached to or altered unless and until the proposed plans, design, specifications, exterior color or finish, plot plan (showing the proposed location of such building structure, drives and parking areas), building height, landscape plan, size and construction schedule shall be approved, in writing, by Contractor, its assigns and/or the Committee prior to commencement of construction and a permit shall have been issued authorizing the structure or improvement. The provisions of this Article shall not apply to Contractor. All improvements are subject to all existing servitudes.

Section 5.02 ARCHITECTURAL COMMITTEE. Initially, the Architectural Committee shall consist of two (2) persons. The initial members of the Architectural Committee shall be appointed by Contractor and shall serve for one (1) year, or until replaced by their successors, and their successors shall be appointed by Contractor until such time as the architectural functions are turned over to the Association and all Lots are sold or an act executed by Contractor and recorded in the official records of East Baton Rouge Parish releases this right to the owners of the Lots or to a non-profit corporation composed of the Property Owners (the

Association). The decision of the Architectural Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and shall not be appealable.

Section 5.03 SUBMISSION, APROVAL AND REFUSAL OF ARCHITECTURE, SITING, LANDSCAPING AND OTHER BUILDING PLANS. Three (3) copies of all plans and related data shall be submitted to the Architectural Committee prior to any improvements or modifications of any kind being made to any Lot. The Architectural Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers, or attorney's retainer. The fee initially established by these General Covenants shall be One Hundred ($100.00) Dollars for each submission. The Architectural Committee shall have the right to increase this amount as it deems necessary. Approvals shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval. Plans or sections of Plans, and related data, not approved shall be accompanied by a reasonable statement of items found unacceptable. In the event the Committee fails to approve or disapprove within thirty (30) days following receipt of the written request for approval, approval will not be required by the Committee, however, all other provisions shall continue to apply. Refusal or approval of plans, site location, building height, or specifications may be based by the Architectural Committee upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations.

Section 5.04 APPROVAL NOT A GUARANTEE OR REPRESENTATION OF PROPER DESIGN OR GOOD WORKMANSHIP. No approval of plans, location or specifications shall ever be construed as representing or implying that such plans or specifications will, if followed, result in a properly designed residence or that it will comply with applicable federal, state or local governmental regulations. Such approvals shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanship like manner. The Architectural Committee, its members, agents and assigns, shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants nor for any defects in construction pursuant to such plans and specifications. The Property Owner shall have sole responsibility for compliance with approved plans and does hereby hold the Architectural Committee, its members, agents or assigns, harmless for any failure thereof caused by the Property Owner's architect or builder. The Architectural Committee reserves the right to prohibit the Property Owner's builder and/or general contractor from the site in the event it is determined that failure to comply with approved plans is determined by the Architectural Committee, in its sole discretion.

ARTICLE VI
DWELLING UNITS

Section 6.01 BUILDING WIDTH & HEIGHT. No Dwelling Unit constructed on any Lot shall be wider than as permitted by the lot size and sideline setbacks, if any, or have a height greater than two habitable stories. No building height shall exceed 35' 2 ½", measured from the slab level to the roof ridge.

Section 6.02 BUILDING SIZE. All Dwelling Units shall have a minimum 1,400 square feet of enclosed livable area. The above referenced limitation shall not apply to the construction of any Clubhouse.

Section 6.03 BUILDING MATERIALS. Only brick, real stucco, or hardi-plank shall be used for the construction of dwelling units. Architectural Shingles shall be used on all dwelling units.

Section 6.04 SETBACK AND SIDE LINE REQUIREMENTS. All buildings built on any Lot shall comply with the setback and side lines restrictions as required upon such Lot as set forth in the Final Plat and as required by any governmental rule or regulation.

ARTICLE VII
ADDITIONAL RESTRICTIONS TO IMPLEMENT EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within the Subdivision and in furtherance, and the aesthetic enjoyment, of the Subdivision, the following environmental controls and restrictions are hereby established.

Section 7.01 TOPOGRAPHY AND VEGETATION. In order to protect the natural beauty of the vegetation and topography of the subdivision and other areas within the Subdivision, written approval of Contractor, Architectural Committee or the Association is hereby required for the removal, reduction, cutting down, excavation, filling or alteration of topographic and vegetation characteristics of a Lot, whether developed or undeveloped. Written approval may be granted for the amount of earth movement required in plans and specifications approved pursuant to the provisions of Section 5.03 subject to a performance bond being posted for the benefit of the Contractor or the Association.

Section 7.02 TREES OR UNDERBRUSH REMOVAL. Prior to the approvals detailed herein of a Property Owners final draw up or plans, no trees or underbrush may be removed from any place within the subdivision including a privately owned Lot.

ARTICLE VIII
PROVISIONS RELATING TO COMMON PROPERTY

Section 8.01 COMMON PROPERTY. All Common Property shown on the Final Plat of the subdivision is hereby dedicated to the use of the Lot Owners and their invitees and permittees as if the Access Areas were dedicated to the public, subject to reasonable rules to be created by the Association. Transferees (including the Association as provided below or any mortgagee or lienholder) of any of the Access Areas shall not at any time alter such rights. Subject to the foregoing, Contractor intends to convey to the Association as Common Property, subject to all restrictions and limitations of record and to all additional restrictions and covenants that may be set forth in the conveyance, the following:

Those certain Common Property Areas, as shown on the Final plat as such, subject to any and all applicable restrictions, reservations, encumbrances and limitations of record and to all additional restrictions and covenants set for in the conveyance;

Any other property located within or without the Subdivision that Contractor elects in its sole discretion to become Common Property; and

Any property subject to the landscape servitude shown on the Final Plat and the recreational servitudes for use of waterways and lakes water features.

Section 8.02 LIMITATION OF LIABILITY. Contractor and the Association are not responsible for any accident or injury in connection with entry on to or use of any common property as more fully described in Section 3.29.

Section 8.03 EROSION CONTROL. Contractor or the Association shall have the right, but not the obligation, to protect the Subdivision from erosion by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary. The right, but not the obligation, is likewise reserved to Contractor or the Association to take steps necessary to provide and ensure adequate drainage ways, to remove diseased, dead or dangerous trees or underbrush, and to carry out other similar activities.

Section 8.04 RESERVATION OF EASEMENTS. Contractor and Association reserves unto itself its successors, licensees, contractors, agents, and assigns, a perpetual alienable and releasable easement, to go on, over, and under the Common Properties to erect, maintain, and use electric, community antenna television, telephone poles, wires, cables, conduit, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone and television equipment, gas, sewer, water drainage, or other public conveniences or utilities in the Common Properties. These reservations and rights expressly include the right to dig trenches through or under driveways, fences; to cut trees, bushes or shrubbery as is reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee or assignee of Contractor or Association, but this reservation shall not be considered an obligation of Contractor to provide or maintain any such utility or service.

Section 8.05 RESERVATIONS. Contractor and the Association expressly reserve to themselves, their successors, assigns, licensees and agents every reasonable use and enjoyment of said Common Properties, in a manner not inconsistent with the provisions of this Declaration including, but not limited to, the use of the roadways and designated access routes in the Common Properties.

Section 8.06 CONTRACTOR ACTIONS. Where Contractor is permitted by this Declaration to correct, repair, clean, preserve, clear out, or do any action on any Property, and taking such action shall not be deemed a trespass or breach of these Covenants.

Section 8.07 NO OBLIGATION ON CONTRACTOR. It is expressly understood and agreed that the granting of the easements set out in this Article in no way places a burden of affirmative action on Contractor and/or the Association.

Section 8.08 AMENITIES AND COMMON AREAS. The amenities, facilities and Common Areas of Fieldstone Park Subdivision are solely for the use of Owners and their guests. The Board of Directors of the Association shall have the right to limit the number of guests and invitees who may use the Common Areas; including the right to exclude specific individuals pursuant to rules or regulations of the Association. Owners and Occupants are responsible for the

conduct of and costs incurred by their guest at all times, including the payment of any fines levied upon guests.

ARTICLE IX
MEMBERSHIP IN THE ASSOCIATION

Contractor will cause to be formed the Fieldstone Park Homeowners Association, Inc. (herein referred to as the "Association"), as a Louisiana corporation under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Association's Articles of Incorporation and the Association's Bylaws. There shall be only one Association that shall have jurisdiction over the Subdivision and all additions thereto.

Section 9.01 ASSOCIATION. The purpose of the Association will be to further the common interest of the Owners and the Subdivision as a whole. The Association, acting through the Board of Directors, shall have the duties and powers, hereinafter set forth, and as will be stated in the Articles of Incorporation and Bylaws. Such duties and powers shall be for the purpose of carrying out anything that may be necessary or desirable to further the common interests and to maintain, improve and enhance the Common Areas. Among other things, it will be the responsibility of the Association, through its Board of Directors, to:

(a) Elect officers to conduct the affairs of the Association.

(b) Enforce all covenants and restrictions herein declared.

(c) Serve and represent the Owners in any public matter or hearing affecting the Subdivision.

(d) Maintain any landscaping, gates, other such structures and facilities in the Common Areas of the Subdivision.

(e) Maintain the grounds (including cutting the grass) on all park areas, streets, private servitudes of access, and Common Areas.

(f) Maintain and replace the Common equipment and facilities and when needed to insure with liability insurance or any other insurance which may be required.

(g) Pay the debts of the Association.

(h) Maintain any streets, playgrounds, servitudes of access, recreation areas and Common Areas thereof in a neat and attractive manner.

(i) Act in any other capacity or manner, or on any matter in which the Board of Directors authorizes.

Section 9.02 POWERS. The Association shall have all the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act, including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, managers, agents, consultants, subject only to such limitations upon such powers as may be set forth in this Declaration, the Association's Articles of Incorporation or in the Association's Bylaws.

Section 9.03 CONTRACTOR'S RIGHTS RESERVED. Contractor shall have, and hereby retains and reserves, those certain rights set forth in this Declaration with respect to the

Property Owners, the Association, the Board of Directors and committees. The rights and reservations of Contractor set forth in this Declaration shall be deemed accepted and reserved in each conveyance of property by Contractor to the Association and in each deed or other instrument by which any Lot is conveyed by Contractor, whether or not specifically stated therein. The rights, reservations and servitudes of Contractor set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and may not, without Contractor's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Contractor's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

Section 9.04 TITLE. At the time of the transfer from Contractor, the Association shall have title to the Common Areas, streets, and servitudes of access and no Owner or any other person or entity shall have the right to claim, own or partition any Common Area. Streets may be dedicated to the city/parish authority for maintenance if the Contractor or the Association so decides.

Section 9.05 BUDGETS AND ASSESSMENTS. The Association shall adopt budgets and levy and collect Assessments as authorized or required by this document and the Association's Bylaws and/or any other rule, regulation or any other vehicle that the Association deems appropriate and is consistent with Louisiana Law.

Section 9.06 RULES AND REGULATIONS. The Association shall from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or any amended Act. Any Rules and Regulations shall be reasonably and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. In the event of any conflict between the Rules and Regulations and this Declaration, this Declaration shall prevail. The Association shall have the power and duty to enforce the provisions of this Declaration, and the Rules and Regulations, and shall take such action as the Board of Directors deems necessary or desirable to cause compliance therewith by each Owner and/or any other person or entity. Should costs be incurred in the enforcement of these Covenants, and/or Rules and Regulations of the Association, the persons or entities found to be in breech shall pay those costs, which include attorney fees, costs of court, and all collection costs of any nature.

Section 9.07 BOARD OF DIRECTORS. Contractor will set forth the number of Directors and the rights, duties and obligations of the Board of Directors of the Association in the Articles of Incorporation and/or the Bylaws of the Association. The first set of Directors shall be appointed by Contractor and shall serve for one (1) year until replaced by Directors duly elected into office by the Members during a meeting for such purpose. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, tribunals, managers, officers of the Association or to agents and employees of the Association. Action on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, manager, agent or employee without a vote of Members or Owners, except as otherwise specifically provided in this Declaration, the Association's Articles of Incorporation and the Association's Bylaws.

Section 9.08 MEMBERSHIP. Every Property Owner, including Contractor, shall automatically and by virtue of such status as a Property Owner, be a Member of the Association. Membership shall be automatic and shall be appurtenant to and may not be separated from

ownership of any Lot. Transfer of record of the ownership of any Lot shall automatically transfer membership in the Association.

Section 9.09 VOTING RIGHTS AND GOVERNANCE OF THE ASSOCIATION. Voting rights of Members are as follows:

(a) The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by any Owner, but in no event shall more than one vote be cast for each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Association prior to any meeting where such vote is allowed. In the absence of such advice, the vote appurtenant to such Lot shall be suspended for one day in the event more than one Person seeks to exercise it, if the Owners do not reach agreement by the 24th hour, said vote will be disallowed. The voting weight appurtenant to each Lot shall be equal and each Lot shall have one vote.

(b) Notwithstanding any provision herein to the contrary, no amendment to the Declaration or to the Articles of Incorporation shall be effective without the written consent of Contractor until they have sold or otherwise conveyed all of the Lots that they own.

(c) Notwithstanding the preceding paragraphs, if any assessment required to be paid by a Member is past due as of the time a vote is being taken, such Member shall not be entitled to cast any vote at such time with respect to the Lot on which the assessment is past due.

(d) When any Lot entitling the Owner thereof to membership in the Association has Owners which are corporations, trusts or partnerships, or where two (2) or more persons or entities are Owners, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, one (1) officer, trustee, person or entity shall be designated the voting Member for all the others. Written evidence of such designation in a form satisfactory to the Association shall be delivered to the Association prior to the exercise of a vote by such Owners.

ARTICLE X
MEMBERS' RIGHTS IN THE COMMON PROPERTIES

Section 10.01 PROPERTY OWNERS' EASEMENTS OF ENJOYMENT IN COMMON PROPERTIES. Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Property Owner and every guest or lessee of that Property Owner shall have an easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. A Property Owner's or lessee's spouse and children who reside with such Property Owner or lessee in the Subdivision shall have the same easement of enjoyment hereunder as a Property Owner. The easement of enjoyment herein shall pass from a Property Owner to a lessee during the lease term; provided, however, the Association may adopt additional

restrictions limiting the easement if for any reason it deems appropriate, including the exclusion of any person for any reason, including a Property Owner if expelled from Common Property(s).

Section 10.02 TITLE TO COMMON PROPERTIES. Contractor has or will convey the Common Properties by appropriate conveyance, donation and/or transfer to the Association, subject to all restrictions and limitations of record and to all additional restrictions and covenants set forth in the deed of conveyance. The Association shall be required to accept such conveyance of the Common Properties and shall, after such conveyance become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors, subject to this Declaration. The Common Properties shall also be conveyed subject to all easements and restrictive covenants of record at the time of conveyance and the rights that others may have, as referred to in Section 10.01, to use certain Common Properties.

Section 10.03 EXTENT OF MEMBER'S EASEMENTS. The easements enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Bylaws, to place mortgages or other encumbrances on the Common Property;

(b) The right of the Association, in accordance with its Bylaws, to take such steps as are reasonably necessary to protect Common Properties against foreclosure;

(c) The right of the Association, in accordance with its Bylaws, to suspend the voting rights and easements of enjoyment of any Property Owner, lessee or guest of any Property Owner for any period for any reason, including during which the payment of any assessment is delinquent, and for any infraction of rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay such assessment, and provided that the Association shall not suspend the right to use any roadways belonging to the Association, if any, although such use shall be subject to the rules and regulations established by the Association;

(d) The right of the Association, to charge reasonable user, admission or other fees for the use of the Common Properties and any facilities included therein, it being understood that this right of the Association allows it to have fees and charges apply to any Property Owner, guest or lessee;

(e) The right of the Association to place any reasonable restrictions upon the use of the Common Properties subject to a Lot Owner's or lessee's right of ingress and egress, including, but not limited to, the types and sizes of the vehicles permitted to use the pathways and access routes, the maximum and minimum speed of vehicles using said routes, and all necessary traffic and parking regulations. The fact that such restrictions on the use of the access routes shall be more restrictive than the laws of a state or local government shall not make such restrictions unreasonable;

(f) The right of the Association to adopt and publish rules and regulations governing the use of the Common Properties, and the conduct of Property Owner, their lessees or guests, and to establish penalties for the infraction of such rules and regulations;

(g) The right of Contractor or the Association, to dedicate or transfer to any public or private utility company, utility or drainage easements on, over or under any part of the Common Properties;

(h) The right of the Association, to give or sell all or any part of the Common Properties including a leasehold interest, to anyone for any reason it deems appropriate, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such gift, sale or determination as to purposes and conditions shall be authorized by the affirmative vote Property Owner of at least two thirds (2/3) of the total number of votes which may be cast by all Property Owners regardless of class, present or represented by proxy at a meeting called for such purposes, a quorum being present.

(i) Restrictions and limitations affecting the Subdivision as set forth in the General Covenants; and

(j) The rights that others may have, as referred to in Section 10.01, to use certain Common Properties.

ARTICLE XI
COVENANTS FOR ASSESSMENTS

Section 11.01 CREATION OF A LIEN AND PERSONAL OBLIGATIONS FOR ASSESSMENTS. By agreeing to purchase a Lot, each Owner, except Contractor and Association, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all terms and provisions of this Declaration and to pay to Contractor or the Association as provided below the following: (1) annual assessments or charges; and (2) special assessments or charges established and collected from time to time as hereinafter provided.

The annual and any special assessments shall be a charge and continuing lien on the real Property of the Property Owner and improvements thereon against which each such assessment is made. Each such assessment, together with late fees and interest thereon until collected and the costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the Property Owner in addition to the lien on the Lot at the time when the assessment first becomes due and payable and shall create a lien upon the lot on which the assessment was established. In the case of co-ownership of a Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment, interest, penalties, attorney fees and cost of collection.

If an assessment is not paid within thirty (30) days after the due date, such assessment shall then be deemed delinquent and late fees and interest, at the rate of ten (10%) percent per annum from the due date, shall be added to the amount and a penalty in the amount of $75.00 (or in such higher amount as later determined by the Board of Directors of the Association), which penalty shall be consistently applied, shall be added to such assessment, and further, the Association may bring suit against the Owner personally, and there shall be added to the amount of such assessment the Associations actual attorney's fees, court costs and all other costs of collection related to such

action. Unless otherwise provided by the Board of Directors, annual assessments shall be due and payable on or before the first day of the calendar year for which the assessment is due.

Section 11.02 PURPOSE OF THE ASSESSMENTS AND PAYMENT TO CONTRACTOR. Notwithstanding any provision contained herein, until such time that Contractor has in fact conveyed to the Association all of the Common Properties, all assessments of any nature provided for herein shall be due and payable to Contractor, its successors or assigns, and all rights hereby established on behalf of the Association and the Board of Directors of the Association, including all remedies in event of default by an Owner, shall accrue to the benefit of Contractor. The assessments levied by the Association and/or Contractor shall be used for the operation of the Association, the Common Property, including but not limited to, the improvement, landscaping, replacement, maintenance, repair, enhancement, enlargement and operation of the roadways, paths, tunnels, boardwalks, bridges, security systems, patrols and gates, insect control, vegetation control, drainage systems and similar purposes; additionally, such funds may be used to provide services which Contractor or Association are authorized to provide hereunder; including, but not limited to, payment of taxes and insurance, cost of labor and equipment, erosion control devices, materials, management supervision, accounting and Property Owner information services, repayment of loans and such other action as is necessary to carry out its authorized functions. Such assessments may also be used for any lawful purpose the Association deems necessary or appropriate.

Section 11.03 APPLICATION OF MAXIMUM ASSESSMENT. The annual assessments, as set forth in the schedule herein below, and as annually increased pursuant to the provisions of subparagraph (c) below, shall be levied by the Association or by Contractor pursuant to Section 11.01. If, however, the Board of Directors of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by annual assessments less than those set out below, it may levy such lesser assessments. However, so long as Contractor is engaged in the Development of properties which are subject to the terms of this Declaration, the Association may not reduce annual assessments below those set out in subparagraph (a) of this Section without prior written consent of Contractor. The levy of annual assessments less than the maximum regular annual assessments in one (1) year shall not affect the Board's right to levy the maximum regular annual assessments in subsequent years. If the Board of Directors shall levy less than the maximum regular annual assessments for any assessment year and if thereafter, during such assessment year, the Board of Directors shall determine that the functions of the Association cannot be funded by such lesser assessments, the Board may, by majority vote, levy supplemental assessments.

(a) The maximum regular annual assessment shall be the sum determined by the Board of Directors. The regular annual assessment for the year ending December 31, 2018 is Five Hundred and No/100 ($500.00) Dollars payable annually, including a Seventy Five and No/100 ($75.00) Dollars, late charge if such annual payment is over thirty (30) days delinquent, and simple interest thereon at a rate per annum equal to ten (10%) percent;

(b) From and after January 1, 2019, the maximum regular annual assessment may be increased, adjusted or reduced from year to year by the Board of Directors of the Association as the needs of the Subdivision, in the Board's sole judgment, may require.

Section 11.04 SPECIAL ASSESSMENTS FOR IMPROVEMENTS AND ADDITIONS. In addition to the maximum regular annual assessment authorized by Section 11.03 hereof, the Association may also levy special assessments against the Property Owners for any reason it deems appropriate, including the following non-exclusive purposes:

(a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto;

(b) Additions to the Common Properties;

(c) Purchase of or repairs to facilities and equipment required to offer the services authorized herein;

(d) Repayment of any loan made by the Association.

The proportion of each special assessment to be paid by the Property Owners shall be equal to their respective proportions of the annual assessments made for the assessment year during which such special assessments are levied.

Special Assessments shall be authorized by Contractor, for so long as Contractor owns any Lot primarily for the purpose of sale, and by a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may make such Special Assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in each adopted. The Contractor is not required to pay any Special Assessment made by the Contractor or the Association.

Section 11.05 INDIVIDUAL ASSESSMENTS. Any individual or special expenses of the Association occasioned by the conduct of an Owner or by the family, tenants, agents, guests, invitees or permittees of any Owner shall be specifically assessed against such Owner personally and against his respective Lot, and a lien on that Lot is hereby granted for such expenses. The amount and due date of such Assessment(s) so levied shall be specified at the time the Assessment(s) are made.

Section 11.06 RESERVE FUNDS. The Association may establish reserve funds from its annual assessments to be held in reserve for any use that the Association may deem appropriate, which may include, but is not limited to: (a) major rehabilitation or major repairs, (b) emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss, (c) recurring periodic maintenance, and (d) initial costs of any new service to be performed by the Association.

Section 11.07 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. Notwithstanding anything in the foregoing to the contrary, the annual assessments provided for herein shall commence on the date provided for by the Contractor or the Association as of a date set forth in an amendment or addendum to this Declaration duly recorded Office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana.

Section 11.08 DUTIES OF THE BOARD OF DIRECTORS. After the Contractor tenders these duties, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot, in accordance with the assessment schedule as provided herein above, and shall at that time direct the preparation of an index of the properties and assessments applicable thereto which shall be sent promptly to every Property Owner subject thereto. The Association

shall, upon written demand from any Property Owner at any time, furnish to such Property Owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid.

Section 11.09 SUBORDINATION OF THE LIEN OF MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments occurring subsequent to the date such mortgage becomes of record and, provided further, that upon a sale or transfer of such Property pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure, the title acquired by the purchaser of such Property shall be subject to the lien of such subsequent assessments.

Section 11.10 LIENS. All sums assessed against any Lot pursuant to this Declaration or any other rules of the Association, together with court costs, reasonable attorney's fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association, until paid.

Section 11.11 EFFECT OF NONPAYMENT AND REMEDIES. Any Assessments to a Property Owner or any portions thereof which are not paid when due shall be delinquent. Notice shall be provided to Owner when payment of any Assessment is due. In the event an Owner fails to pay an Assessment within thirty (30) days after the due date thereof, the Board of Directors of the Association shall send the delinquent Owner Notice of such past due payment amount, including a charge for interest, at the rate of ten (10%) percent per annum from the due date, and a penalty in the amount of $75.00. Notice shall not be a requisite to payment nor imposition of late fees or interest. If the delinquent Owner fails to pay the amount due within sixty (60) days after the due date, the Board of Directors shall provide Owner with a Notice of Intent to file a lien, setting forth the amount of the claim of delinquency, the late charges, interest and costs of collection (including reasonable attorney's fees) which have accrued thereon, noting also that the Association may proceed with other litigation if it so elects. Thereafter, the Board of Directors shall approve in writing any liens that it elects for the Association to file and/or other formal legal action to be taken, including the filing of suit to collect such amounts. If the Board of Directors approves the filing of a lien, it shall notify Owner of such via certified mail and shall also notify Owner that further legal action, such as filing a lawsuit that could result in seizure of property, may be pursued by the association.

The recorded notice of lien shall set forth the legal description and municipal address of the Lot against which the lien is claimed and the name of the Owner of the Lot as shown upon the records of the Association. The notice of lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall be in priority to any declaration of homestead rights and any other lien, encumbrance or mortgage encumbering the Lot; provided however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien, encumbrance or mortgage. The lien shall secure all amounts set forth in the notice of lien, as well as subsequently accruing amounts (including reasonable attorney's fees). The lien shall continue until the amounts secured by it and all subsequently accruing amounts (including reasonable attorney's fees) are fully paid or otherwise satisfied. When all amounts claimed under the notice of lien and all other costs (including reasonable attorney's fees) and Assessments which have accrued subsequent to the

filing of the notice of lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien.

Unless paid or otherwise satisfied the lien may be foreclosed in the manner for foreclosure of mortgages allowed by the laws of the State of Louisiana. Should the foreclosure not bring funds to pay the lien, the Property Owner, or the transferee of the Lot shall not be relieved from personal liability for, the amounts of the liens, including any additional Assessments, late charges, interests, and costs of collection (including reasonable attorney's fees) made thereafter.

Any delinquent Assessments and costs of collection (including reasonable attorney's fees) which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots as a common expense.

The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Property Owner, by his acceptance of deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against such Property Owner personally for the collection of such Assessments as debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, and an Owner shall remain personally liable for Assessments, late charges, interests and costs and these amounts shall be paid prior to any sale, transfer, or the conveyance of the Lot.

Section 11.12 EXEMPT PROPERTY. The following property, individuals, partnerships, or corporations subject to this Declaration shall be exempted from assessments, charges and liens created herein:

(a) Contractor and Developer and any Lot(s) owned by Contractor or Developer;

(b) The grantee in conveyances made for the purpose of granting utility and drainage easements;

(c) The Common Properties;

(d) Property which is used in the maintenance and service of facilities within Common Properties.

Section 11.13 ANNUAL STATEMENTS. The President, Treasurer, or such other officer as may have custody of the funds of the Association, within ninety (90) days after the close of each fiscal year of the Association, shall prepare and execute general itemized statements as of the close of such fiscal year showing the actual assets and liabilities of the Association, and a statement of revenues, costs and expenses. The name of any creditor to which an amount of more than Two Hundred Fifty and No/ 100 Dollars ($250.00) is owed by the Association shall be set out in such statement. The Association shall furnish to each Member of the Association who may make a request there for in writing, a copy of such statement within thirty (30) days after receipt of such request. Such copies may be furnished to the Member either in person, by electronic mail or by mail.

Section 11.14 ANNUAL BUDGET. The Board of Directors shall cause to be prepared and make available to all Members at the office of the Association at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for

such fiscal year. The financial books of the Association shall be available for inspection by all Members at reasonable times with a prior appointment with the Association Treasurer.

Section 11.15 INITIAL CAPITAL CONTRIBUTION. Upon the purchase of any lot or home, at the time of the purchase, the buyer shall contribute Three Hundred and No/100 ($300.00) Dollars to the Association as an initial capital contribution.

ARTICLE XII
FUNCTIONS OF ASSOCIATION

Section 12.01 OWNERSHIP AND MAINTENANCE OF COMMON PROPERTIES. The Association shall be authorized to own and/or operate and maintain Common Properties and equipment, furnishings, and improvements devoted thereto. Land included in Common Properties shall be used in the manner set forth by Contractor and/or the Association.

Section 12.02 SERVICES. The Association shall be authorized, but not required, to provide various services, including, but not limited to the following:

(a) Employment of a manager, an independent contractor, or such other employees as necessary to perform services for the Association;

(b) Cleanup and maintenance of all roadways, road medians and Common Properties within the Subdivision and also all public properties which are located within or in a reasonable proximity to the Subdivision such that their deterioration would affect the appearance of the Subdivision as a whole;

(c) Landscaping and landscape maintenance of roadways, sidewalks, walking and bicycle paths, access routes, and any Common Properties;

(d) Lighting of roadways, sidewalks and paths through the Subdivision;

(e) Insect and pest control to the extent that it is necessary and desirable in the judgment of the Board of Directors of the Association;

(f) Legal and scientific resources for the improvement of air and water quality within the Subdivision;

(g) Construction of improvements on Common Properties as may be required to provide the services and equipment as authorized in this Article;

(h) Administrative services including, but not limited to, legal, accounting and financial services; and communication services informing Members of activities, notice of meetings, referenda and other matters incident to the above listed services;

(i) Liability and hazard insurance covering improvements and activities on the Common Properties;

(j) Water, sewer and any necessary utility services not provided by a public body, private utility or Contractor;

(k) Exercise of any rights reserved by Contractor and transferred by Contractor to the Association, including but not limited to all rights and functions of Contractor under the General Covenants; and

(l) Taking of any and all actions necessary in the discretion of the Board of Directors to enforce this Declaration and all other covenants and restrictions affecting the properties of the Association and to perform any of the functions or services delegated to the Association in this Declaration or other covenants or restrictions or authorized by the Board of Directors.

Section 12.03 REDUCTION OF SERVICES. The Board of Directors of the Association shall periodically define and list a minimum level of services of the sort described in Section 12.02 to be furnished by the Association in any given year.

Section 12.04 OBLIGATIONS OF THE ASSOCIATION. Except as provided in Sections 12.05 and 12.06 of this Article, the Association shall not be obligated to carry out or offer any of the functions or services specified by the provisions of this Article.

Section 12.05 MAINTENANCE OF LAKES. Notwithstanding any other provision contained in this Article or in this Declaration to the contrary, the Association shall be required to maintain and keep in good order and repair the lakes and the immediate surrounding areas, including, without limitation, keeping the immediate surrounding area free from accumulation of debris.

Section 12.06 MORTGAGE AND PLEDGE. The Board of Directors of the Association shall have the power and authority to mortgage the Property of the Association and to pledge the revenues of the Association as security for loans made to the Association to perform its authorized functions. Contractor may make loans to the Association, subject to approval by the Association of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the maximum regular annual assessments at any time there are outstanding any amounts owing Contractor.

Section 12.07 TRANSFER OF AUTHORITY. This Declaration provides Contractor with various controls and rights, to be exercised (if at all) at the discretion of Contractor. This Declaration further provides that any of Contractor's rights and powers set forth herein may be specifically assigned to the Association. In the event that such powers are assigned to the Association, the Association shall promptly provide for appropriate procedures to perform its obligations pursuant to the powers transferred to it.

ARTICLE XIII
ARCHITECTURAL CONTROL BY ASSOCIATION

Section 13.01 REVIEW BOARD. Upon assignment of the architectural control function by Contractor to the Association, the Association shall appoint a Board to review and approve or reject plans and plats as described herein. That Committee shall comply, at minimum, with the restrictions set forth in this document. Additionally, the Committee may make any other rules and restrictions it deems appropriate to effectuate the purposes detailed herein.

Section 13.02 TRANSFER OF ARCHITECTURAL REVIEW AND APPROVAL. Contractor may assign its architectural control functions as provided in this Declaration, including those set forth in Article V, at any time. The Association shall be required to accept such assignment and comply with the provisions contained in this Declaration. Thereafter, all

architectural control functions of Contractor as provided in this Declaration shall be performed by the Association.

ARTICLE XIV
AMENDMENT OF DECLARATION

Section 14.01 AMENDMENT BY CONTRACTOR. Contractor reserves the unilateral right to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as them, in their sole discretion, shall deem appropriate by preparing and recording an amendment hereto; provided, however, that this right of unilateral amendment shall expire only after all of the Lots included in the subdivision have been sold to Owners other than Contractor, after which time this Declaration may be amended only in the manner set forth in Section 14.02 below.

Section 14.02 AMENDMENT BY ASSOCIATION. After the expiration of the right of Contractor to unilaterally amend this Declaration as provided in Section 14.01 above, amendments to this Declaration may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by an affirmative vote of the majority of the Members of the Association entitled to vote as approved in this Declaration, the Association's Articles and Bylaws, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to the Declaration being proposed by the said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association or, in the absence of the President, such other officer of the Association, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days, nor later than sixty (60) days, from receipt by such officer of the proposed amendment or amendments.

The Secretary of the Association shall give each Member written or printed notice of such special meeting, which shall state the time, place and a recital of the proposed amendment or amendments in reasonably detailed form. Such notice shall be mailed no less than ten (10) days or more than fifty (50) days before the date set for such special meeting. Such notice shall be given to any Institutional Mortgagee of record who requests such notices and provides an address there for to the Association. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at the Member's mailing address as it appears on the records of the Association.

Any Member of the Association may, by written waiver of notice, signed by such Member, waive such notice, and such waiver, when recorded in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. The written vote of any Member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

At such special meeting, the amendment or amendments proposed must be approved by the affirmative vote of Members of the Association entitled to vote by no less than two thirds (⅔) of the total number of all Members entitled to vote, present or represented by proxy at a meeting called for such purposes, a quorum being present. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the President and Secretary of the Association

as having been duly adopted. The original or executed copy of such amendment or amendments so certified and executed, with the same formalities as a deed, shall be recorded in the Public Records within twenty (20) days from the date on which, the same became effective. The recorded amendment or amendments shall specifically refer to the recording identifying the Declaration and a copy of the recorded amendment or amendments shall be delivered to all of the Owners, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments.

ARTICLE XV
GENERAL PROVISIONS

Section 15.01 DURATION. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all persons as detailed herein.

Section 15.02 ENFORCEMENT. This Declaration shall be enforceable by the Association, Contractor, the Architectural Review Board, or any Property Owner-Member of the Association by a proceeding at law or, in equity, against any person or persons violating or attempting to violate or circumvent any covenant or restriction detailed herein or any such rule or regulation enacted by the Association, either to restrain a violation or attempted violation, or to recover damages, and to enforce any lien created by this Declaration. The enforcing entity may enact monetary penalties and fine for the breach of this Declaration not to exceed $1,000.00 per day of violation and not to be less than $100.00. Failure by the Association or any Member, Contractor to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter and by acceptance or purchase of any Lot herein, that purchaser agrees to waive any argument of estoppel. Any lot owner who fails to comply with any of the obligations contained herein shall be liable for all costs, including attorneys fees, associated with any legal action brought against them to enforce this Declaration.

Section 15.03 INTERPRETATION. The Board of Directors of the Association shall have the right to determine a resolution to all questions arising from or in connection with this Declaration and to construe and interpret its provisions and the determination of the Board shall be final and binding. Should a dispute arise with respect to a decision by the Association or its Board of Directors, the parties hereby agree to waive all rights to bring suit and instead agree to cooperate with one another in attempting to informally resolve the dispute. If the parties are not able to resolve any dispute informally, then they agree that all such unresolved disputes shall be resolved by binding arbitration conducted by the American Arbitration Association. Notice of the demand for arbitration shall be filed in writing with the other party within a reasonable time after the dispute has arisen. The parties shall share the mediator's fee and any filing fees equally. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. All issues of interpretation of this arbitration provision or concerning the arbitrability of a dispute under this provision shall be decided by the arbitrator, unless otherwise specifically required by law to be decided by a court, and shall be binding upon both parties. This provision applies to the Association, Contractor and all Property Owners.

Section 15.04 SEVERABILITY. Should any covenant or restriction herein contained, or an article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 15.05 AUTHORIZED ACTION. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association in the manner provided for in the Articles and Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 15.06 NOTICE. Any notice required to be sent to any Property Owner or Member of the Association under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when either (1) mailed, with the proper postage affixed, to the address of such Member appearing on the Association's Membership list (in the event of notice of a meeting, mail shall be sent not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered); or (2) emailed to the email address of such Member appearing on the Associations Membership list (in the event of notice of a meeting, email shall be sent not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered). Notice to one or more co-owners or co-tenants of a Lot shall be considered notice to all co-owners. It shall be the obligation of every Property Owner to immediately notify the Secretary of the Association in writing of any change of address, including email address. Any person who becomes a Property Owner following the first day of the calendar month in which said notice is mailed or emailed shall be deemed to have been given notice if the notice was provided to the Property Owner's predecessor in title.

Section 15.07 LIMITED LIABILITY. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from Contractor contemplated under this Declaration, Contractor shall not be liable to a Lot Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against a Property Owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission, consent, or required approval, whether given, granted, or withheld.

Section 15.08 TERMINATION OF ASSOCIATION. In the event that this Declaration is declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof for any reason, by the adjudication of any court or other tribunal having Jurisdiction over the parties hereto and the subject matter hereof, or if the Members of the Association should vote not to renew and extend this Declaration as provided for herein, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the District Court of the Parish of East Baton Rouge, Louisiana, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Subdivision as set forth below;

(a) Each owner of any Lot shall be subject to an annual assessment which shall be paid by the Owner to the Trustee. The amount of such annual assessment and its due date shall be determined by the Trustee, in accordance with the provisions of Article XI;

(b) The Trustee shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties as provided in this Declaration. The Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided.

The Trustee shall not have the obligation to provide for the operation, maintenance, repair and upkeep of the Common Properties once the funds provided by the annual assessments have been exhausted.

Section 15.09 OTHER PROPERTY NOT SUBJECT TO DECLARATION. This Declaration shall not apply to or affect any property owned by Contractor or located adjacent to or contiguous to the Subdivision which is not specifically subjected to this Declaration by Contractor by written instrument recorded in the Public Records.

Section 15.10 LOTS INITIALLY RETAINED BY DEVELOPER. This Declaration shall not apply to or affect any Lot owned by Developer during the period of ownership of such Lot by Developer. Furthermore, any and all right to enforce the covenants, rights, easements, restrictions, obligations and/or other encumbrances set forth in this Declaration is specifically suspended as to each Lot owned by Developer during the pendency of Developer's ownership of such Lot. The suspensions set forth above shall terminate upon the transfer of ownership of any such Lots from Developer to Contractor, with the enforcement of this Declaration applying to all such Lots transferred to Contractor from the time of such transfer. In the event that Developer transfers any Lots to someone other than Contractor, then Developer may unilaterally amend this Declaration at that time so as to remove those Lots from the Subdivision.

Section 15.11 ADDITIONAL RESTRICTIONS. Contractor hereby reserves the right to add additional and modify restrictive covenants in the future which may apply to any portion of the Subdivision which has not been conveyed by Contractor to any grantee.

Section 15.12 SUCCESSORS TO CONTRACTOR. Contractor reserves the right to assign to the Association or to any other entity any of their rights or functions reserved in these Covenants including, but not limited to, their rights to approve (or disapprove) plans and specifications of proposed improvements, their right to amend this Declaration, and their rights of enforcement.

Section 15.13 CAPTIONS. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

[SIGNATURES ON FOLLOWING PAGE]

AGREED, AFFIRMED AND EXECUTED before me, as notary, and the subscribing witnesses hereto, in Baton Rouge, Louisiana, on the 5th day of August, 2019.

WITNESSES:

Kasi Davis

Carla Morrow

DEVELOPER:

DOXA, L.L.C.

By: _____
Arthur A. Lancaster, Jr., Manager

CONTRACTOR:

ALVAREZ CONSTRUCTION CO., L.L.C.

By: _____
Carlos M. Alvarez, Manager

STEPHEN G. MCCOLLISTER (La. Bar #1931)
NOTARY PUBLIC
My Commission Expires At My Death.