

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
MAGNOLIA FARMS (A GARDEN HOME COMMUNITY)

Denham Springs, Louisiana

MAGNOLIA DEVELOPMENT, LLC. DEVELOPER

DATED AS OF APRIL 7, 2015

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
MAGNOLIA FARMS (A GARDEN HOME COMMUNITY)**

On this 7th day of April, 2015, before the undersigned notary public and in the presence of the undersigned witnesses personally appeared:

**MAGNOLIA DEVELOPMENT, LLC**; hereafter referred to as the "Developer", a Louisiana limited liability company domiciled in East Baton Rouge Parish, Louisiana, represented herein by G.H. Joffrion, III, its Authorized Manager, being duly authorized who did depose and say that the Developer is the owner of the following described property (the "Property"), to wit:

Those certain parcels of land in Livingston, Louisiana designated as Lot Numbers 1 through 18, inclusive, Lot Numbers 19-A and 19-B, and Lot Numbers 20 through 94, inclusive, Magnolia Farms (A Garden Home Community), as shown on a map entitled "Final Plat of Magnolia Farms (A Garden Home Community)" located in Sections 65, 75 and 76 T5S-R2E Greensburg Land, Livingston Parish, Louisiana for Magnolia Development, LLC prepared by McLin Taylor, Inc., on file and of record in Entry Number: 839706 of the official records of the Clerk and Recorder for Livingston Parish, Louisiana hereinafter referred to as the "Official Final Plat".

who made the following declarations:

**ARTICLE 1  
CREATION OF THE COMMUNITY**

1.1 Purpose and Intent. Declarant is the owner of the immovable property described above. By this Declaration of Covenants, Conditions, And Restrictions for Magnolia Farms (A Garden Home Community) (this **Declaration**), the Declarant intends to create a general plan of development for the planned community known as Magnolia Farms (A Garden Home Community) ("Magnolia Farms" or "Subdivision"). An integral part of the development plan is the creation of Magnolia Farms Property Owners Association, Inc., a Louisiana not-for-profit corporation (the **Association**), an association to be comprised of all owners of residential real property within Magnolia Farms, to own, operate and maintain common areas and to administer and enforce this Declaration and the other governing documents referred to in this Declaration. This Declaration does not and is not intended to create a condominium within the meaning of the Louisiana Condominium Act, La. R.S. 9:1121.101 et. seq., as amended.

The term **Declarant** as used throughout this Declaration shall include Magnolia Development, LLC., and its successors and assigns. A natural person or any other legal entity (a **Person**) shall be deemed a successor or assign of Declarant only if the Person is specifically designated as a successor or assign of Declarant under this Declaration, in a written act of conveyance or assignment recorded in the Conveyance Records of the Clerk and Recorder of Livingston Parish, Louisiana (the **Conveyance Records**), and shall be deemed a successor or assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated by Declarant in the written act of conveyance or

assignment. However, a successor to Declarant by consolidation or merger shall automatically be deemed a successor or assign of Declarant under this Declaration.

The term **Association** as used throughout this Declaration shall include Magnolia Farms Property Owners Association, Inc., and its successors and assigns.

1.2 Imposition upon Initial Filing. Declarant hereby imposes upon the Initial Filing the following covenants, conditions, restrictions, servitudes and other charges set forth in this Declaration.

1.3 Binding Effect. The land in the Initial Filing, and any Additional Property which may become part of Magnolia Farms (collectively, the **Properties**), in the future by the filing for record in the Conveyance Records of one or more supplements to this Declaration for such purpose (a **Supplemental Declaration**), shall be held, owned, leased, occupied, conveyed and used subject to the provisions of this Declaration, including without limitation, all reservations, servitudes, restrictions, covenants, charges, liens, privileges and conditions contained herein, which are intended as and are declared to be reciprocal, predial servitudes and real obligations established as a charge on the Initial Filing and each Lot therein and incidental to ownership thereof and are for the benefit of and shall be binding upon the land, the Association, and each one or more Persons who hold record title to a Lot (each, an **Owner**). The term Owner excludes in all cases any party holding an interest merely as security for the performance of an obligation. The obligation to honor and abide by the provisions of this Declaration and to pay any assessment pursuant to this Declaration shall also be a personal obligation of each Owner of a Lot in favor of the Owners of every other Lot and of the Association. The term **Lot** as used throughout this Declaration shall mean that land which is a part of the Initial Filing as shown on the Final Plat of the First Filing of Magnolia Farms (the **Final Plat**), and that land which is part of the Additional Property and is subsequently subjected to this Declaration by the recording of a Supplemental Declaration, if applicable, whether improved or unimproved, which is intended for development, use and occupancy as a dwelling for a single family residence, including all improvements thereon, if any (individually a **Lot** and collectively, the **Lots**).

## ARTICLE 2 USE AND CONDUCT

2.1 Framework for Regulation. Declarant has established a general plan of development for the Properties to enhance the Owners quality of life and collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the ability of the Reviewing Entity to respond to changes in circumstances, conditions, needs, and desires within the community.

2.2 Owners Acknowledgment and Notice to Purchasers. All Owners and Occupants are given notice that the use of each Lot is limited by the use restrictions and rules as they may be changed from time to time, in accordance with this Declaration. Each Owner, by acceptance of an act of sale or other means of transfer, acknowledges and agrees that the use and enjoyment and marketability of its Property can be affected by this provision and that the use restrictions and rules may change from time to time.

2.3 Architectural Review and Approval. All Owners and Occupants acknowledge that no improvements of any type shall be made on any Lot unless and until the plans for such improvements have been reviewed and approved.

2.4 Heightened Scrutiny for Lake Lots. All Owners and Occupants acknowledge that in order to further enhance each and every Owners quality of life and collective interests, the aesthetics and environment within the Properties, Declarant has included in the general plan of development the area shown on the Final Plat as Tract DP-1 (the Lake), for the benefit of the entire community. The nature of Lots 9 through 16 (the Lake Lots) is such that after the construction of dwelling units and improvements thereon, the side and rear portions of the Lake Lots will still be subject to the view of other Lake Lot Owners and of other Persons in Common Areas near the Lake. Therefore, all Owners and Occupants of Lake Lots are hereby given further notice that due to the nature of the Lake Lots, the plans for improvements upon each Lake Lot that will be visible from the side and rear portions thereof, will be reviewed in accordance with Article 3 with a heightened scrutiny in order to effectively maintain the aesthetics and environment of Magnolia Farms for the benefit of all Owners and Occupants.

2.5 Residential Use. Except as specifically provided in this Article 2, Lots shall be used for single family residential purposes only. No Lot or any part thereof shall be used for a school, church, hospital or other medical facility, assembly hall, group home of any kind, including without limitation, any community home as defined in La. R. S. 28:477, or any other use otherwise permitted under zoning ordinances of the City of Denham Springs and the Parish of Livingston applicable to single-family dwellings.

2.6 Common Property or Properties or Common Area Property or Properties means that certain real and/or personal property conveyed to the Association by Developer in accordance herewith. 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.

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2.7 Prohibited Activities. The following activities are prohibited upon and within (a) a Lot and (b) each area shown on the Final Plat as a Common Area, all improvements thereon (including furnishings and equipment related thereto), and all improved or unimproved real property located within the Properties that Declarant may convey to the Association for the common benefit of the residents of Magnolia Farms which is not a Lot (each, a **Common Area**);

2.7.1 Animals. Raising, breeding or keeping of animals, except that a reasonable number of dogs, cats or other usual and common household pets may be permitted in a Lot subject to the additional rules as may be adopted for the Properties or any portion thereof, which rules may prohibit all pets or specific types of animals. Any pet that the Board of



Directors of the Association (the **Board**), in its sole discretion, determines to be a nuisance, shall be removed from the Lot upon request of the Board. If the Owner fails to honor the request, the Board may institute legal action to remove the animal. 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 Developer 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 hereunder and other provisions herein;

2.7.2 Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind shall be installed without first obtaining approval from the Association, and in no instance, unless it is: (a) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is 24 inches or less in diameter; (b) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services, that is one (1) meter or less in diameter or diagonal measurement; or (c) an antenna that is designed to receive television broadcast signals (collectively, the **Permitted Antennae**); provided, Permitted Antennae shall be erected and installed only in the rear yard of a Lot or mounted on the rear of improvements upon a Lot in accordance with this Declaration; provided further, Permitted Antenna and related equipment and wiring shall be located so as to minimize their visibility from any contiguous Lot and any street adjacent to the front or side of any Lot. However, the provisions of this Section shall not prohibit Developer or the Association from installing any equipment it deems necessary for any reason or no reason;

2.7.3 Business. Any business, trade, occupation or profession. This Subsection shall not apply to any activity conducted by Declarant with respect to the development and sale of the Properties or its use of any Lots which it owns within the Properties. Garage sales, rummage sales, estate sales and similar sales are prohibited, unless specifically authorized by the Reviewing Entity. Notwithstanding anything to the contrary in this Declaration, Declarant and any builder approved by Declarant may

utilize a Lot as a show house or model home. Furthermore, Declarant and any approved builder may utilize a Lot as a sales office for homes being constructed within the Properties;

2.7.4 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;

2.7.5 Temporary Structures. No structure of a temporary character, trailer, storage shed, tent, shack, garage, barn or other structure not designed for initial occupancy shall be used as a residence, temporarily or permanently. Temporary structures are permitted only in connection with the construction of improvements on a Lot and must be removed within two hundred seventy (270) days of initial placement on the Lot. No residence may be occupied until the improvements on the Lot have been Substantially Completed in accordance with plans approved by the Declarant or Association, as applicable. **Substantially Completed** for purposes of this Subsection 2.4.5 shall be determined by Declarant or the Association, as applicable;

2.7.6 Flags. Flags of any kind placed on a Lot so as to be visible from outside the dwelling on the Lot are prohibited unless approved by the Architectural Review Committee;

2.7.7 Garage or Carport. Conversion of a garage or a carport to a use which precludes its use for parking of the number of vehicles for which it was originally designed, unless another garage or carport, as applicable, is constructed in its place, in accordance with this Declaration;

2.7.8 Motorized Vehicles. Operation of golf carts, motorized minibikes, motorized go-carts, all terrain vehicles and other similar vehicles within the Properties, except as provided by the Rules For The Use Of Motorized Vehicles, provided that nothing herein shall preclude the operation of electric vehicles in and on streets and other paved areas intended for vehicular traffic, if the vehicles meet the requirements of Louisiana law for operation on public streets at night, and only if permitted by the Parish of Livingston.

2.8 Lawn Care. All Lots, whether improved or not, shall be maintained at all times to prevent overgrowth of weeds, grass and other vegetation, provided that no Lot may be mowed on a Sunday or legal holiday before 8:00 A.M., Parish of Livingston, Louisiana time.

2.9 Siting. All Dwelling Units, buildings, and other improvements must be located within the setback lines as shown on the Subdivision Plat and in accordance with the appropriate guidelines. Developer and/or the Association reserves unto itself, its successors and assigns, the right to control and to decide solely the precise site and location of any Dwelling Unit, building, structure or other improvement on any property in the Subdivision.

2.10 Fences. All fences and similar improvements must be constructed, installed, and maintained pursuant to standards and/or specific approval obtained from Committee after submission of drawings and/or proposal. Vinyl chain link or any other wire fences shall not be used. A wooden, brick, stucco, wrought iron or similar approved fence or privacy screen may be used if constructed pursuant to approval obtained from Committee. 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 the front of the Dwelling Unit.

2.11 Garages. All Dwelling Units shall have a minimum of a two (2) vehicle enclosed garage. No two driveways shall be directly adjacent to each other. 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. Carports are allowed on non-lake Lots, only, so long as located completely to the rear of the property and not visible from the front street. Carports must have a garage door on one side.

2.12 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 Developer. 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 Developer or the Association or its 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. Visitors may park automobiles on the street and in driveways, but not for a period in excess of nine hours of continuous parking.

2.13 Leasing of Lots. The regular, exclusive occupancy of a Lot in its entirety by any Person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service gratuity or other emolument (a Lease or Leasing), may be permitted; however, no rooms or other portions of a Lot may be leased, nor shall any Lot or portion thereof be used for operation of a boarding house, Bed and Breakfast establishment, or similar accommodation for transient tenants. Notice and a complete copy of any such Lease or similar agreement, together with any additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the Lease or similar agreement. The Owner must make available to the lessee

copies of this Declaration, the By-Laws of the Association (the By-Laws), and the rules and regulations, as they may be amended from time to time. Subleasing or assignment of any Lease is prohibited without prior written approval of the Board. If the Owner fails to comply with any of the requirements set forth in this Subsection 2.4.10, the Board shall have the authority to nullify any Lease.

2.14 Air Conditioning. No window mounted air conditioning or heating units are allowed. 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.

2.15 Nuisance/Offensive Activity. Any activity or condition that interferes with the reasonable enjoyment of any part of the Properties or that detracts from the overall appearance of the Properties. 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. Developer 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. 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.

2.16 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.

2.17 Parking. (a) Parking of vehicles on or in any portion of a Lot other than in or on an area specifically designed for such purpose (a parking space), a garage, a carport or a driveway; (b) Owner or Occupant parking of vehicles on private streets, except that guests of Owners or Occupants may park on private streets; (c) parking of commercial vehicles, equipment, mobile homes, boats, trailers, or stored or inoperable vehicles in places other than enclosed garages, except temporarily for a period not to exceed twenty-four (24) hours for loading and unloading; however, these parking restrictions shall not apply to construction vehicles and service vehicles not owned by an Owner while such vehicles are reasonably necessary for providing services to the Lot or to guest parking in accordance with the reasonable regulations as the Reviewing Entity may adopt from time to time.

2.18 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, un-maintained 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, 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.

2.19 Signs. No sign, poster, circular, billboard or advertising is permitted upon any Lot or in any Common Area, except as follows: Each Lot may have posted, prior to initial occupancy of a residence, a sign setting forth the name of the Owner, architect and builder of the improvements upon the Lot and, in the case of a Lot owned by Declarant or a builder approved by Declarant, a sign indicating that the Lot is available for sale; provided, that any and all such signs must be approved by the Reviewing entity prior to placement on a Lot and shall be removed at the time of initial occupancy. One (1) sign not exceeding eighteen by twenty-four inches (18" x 24") in size containing endorsements of political candidates or issues may be posted on a Lot for only forty-five (45) days prior to an election or a vote on a referendum and for two (2) days thereafter. One (1) sign not exceeding nine inches by twelve inches (9" X 12") in size may be mounted in a window or on a stake not more than thirty-six inches (36") above the ground to identify the Lot as being equipped with a security system and/or monitored by a security service. Declarant may post model home or similar signs on a Lot containing model homes open to the public prior to initial occupancy of the model home. Religious and holiday signs may be displayed if done in accordance with provisions herein.

2.20 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;

2.21 Subdivision of Properties. No Lot or any part thereof may be subdivided into two (2) or more lots, and no part of the Common Area may be incorporated into a Lot, without the prior written approval of the Reviewing Entity, which approval may be withheld in its sole discretion. An Owner of contiguous Lots may not combine the Lots for development as a single residence without the prior written approval of the Reviewing Entity, which approval may be withheld in its sole discretion;

2.22 Timesharing. Operation of a timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years is absolutely prohibited;

2.23 Tract DP-1. Tract DP-1 shall be a Common Area for the recreation of Owners and occupants of lots in Magnolia Farms. All costs associated with maintenance and insurance shall be in accord with Article 11.

2.24 Trash and Building Materials and Equipment. No Lot or Common Area shall be used for dumping of rubbish, trash, garbage or other waste. 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. All equipment for storage or waste disposal shall be kept in a clean and sanitary condition. An Owner shall cause all debris to be removed from the Lot within ten (10) days following Substantial Completion of improvements, including the initial construction of a dwelling. No building materials or equipment may be kept upon any Lot so as to be visible from the Lot or from outside the dwelling on the Lot, except those to be used in the construction of improvements which have been approved by the Reviewing Entity. **Substantial Completion** for purposes of this



Subsection 2.4.17 shall be determined by Declarant or the Association, as applicable. 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 \$500.00, 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.

2.25 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 Declarant 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 Developer, 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.

2.26 Tract DP-1. The Lake shall not be used for swimming, boating, canoeing, rafting, tubing, or similar activities or for operation of manned water craft. The use of such area is restricted to the Owners and Occupants in Magnolia Farms and their respective licenses, invitees or guests. All costs associated with maintenance, repair, replacement and insurance of the Lake shall be assessed in accordance with Article 11.

2.27 Access. Developer 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 Developer or the Association, no one is permitted to enter unsold lots or undeveloped property of Developer, 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 Developer or the Association to any liability to anyone for anything.

2.28 Lights and Outside Sound. The design and location of all exterior lighting fixtures shall be subject to the approval of Developer 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 devices shall be subject to the approval of the Developer or the Association, and any restrictions or rules adopted shall be final and non-appealable.

2.29 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 Developer. Developer, its successors, assigns, agents, employees and licensees, expressly reserve 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.

2.30 Future Development. Developer, 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. Developer 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 Developer to the Association may also be subject to additional covenants and restrictions as specifically set forth in the deed of conveyance.

2.31 Additions of Subdivision. Additional property may become subject to this Declaration in the following manner:

2.31.1 Additions. Developer, its successors and/or its 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.

2.32 Mergers. Upon merger or consolidation of the Association with another association as provided for in the By Laws 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 3 ARCHITECTURE REVIEW AND APPROVAL

3.1 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 Developer, his 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 Developer.

3.2 Plan Review Declarant. Each Owner, by accepting a deed, act of sale or other transfer of title to a Lot, acknowledges that Declarant, as developer of the Properties and as an Owner of portions of the Properties, has a substantial interest in ensuring that the improvements within the Properties enhance Declarant's reputation as a community developer and do not impair Declarant(s) ability to market its property. Declarant expressly reserves all rights of architectural review and control over all Lots, unless and until Declarant has assigned in writing its reserved rights to the Association, to be exercised by the Architectural Review Committee, which shall be appointed by the Board (the ARC), established pursuant to this Article, and Declarant has recorded an instrument in the Conveyance Records evidencing the assignment of its reserved rights. The rights reserved to Declarant under this Article shall continue so long as Declarant owns any portion of the Properties or any real property adjacent to the Properties, unless earlier terminated in a written instrument executed by Declarant and recorded in the Conveyance Records.

3.3 No Work Without Approval. Each Owner agrees that no work or improvements of any type, including, but not limited to, staking, clearing, excavation, grading, planting, and other site work or removal of landscaping materials, shall be constructed, commenced, erected, placed, or installed on any Lot, and no substantial addition, change or alteration shall be made on any Lot, unless and until the Reviewing Entity has reviewed the plans required to be submitted and has given its prior written approval for the work, which approval may be granted or withheld in its sole discretion. In reviewing and acting upon any request for approval, the Reviewing Entity shall be acting in its own interest and shall owe no duty to any other Person. This Article may not be amended without the prior written consent of Declarant, so long as Declarant owns any land subject to this Declaration or subject to annexation to this Declaration. Notwithstanding the forgoing, after the Reviewing Entity has reviewed the plans required to be

submitted and has given its prior written approval for the work, minor additions, changes or alterations and ordinary maintenance shall not require the approval of the Reviewing Entity.

3.4 Architectural Review Committee. Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to the ARC. So long as Declarant has any rights under this Article, the jurisdiction of the ARC shall be limited to the matters as are specifically delegated to it by Declarant. Unless and until the time Declarant delegates all or a portion of its reserved rights to the Association, the Association shall have no jurisdiction over architectural matters. After the Declarant has delegated architectural review rights to the Association, the jurisdiction so delegated in accordance with this Article shall be exercised by the Association through the ARC. Upon expiration or termination of the rights of Declarant under this Article, the Association shall assume jurisdiction over architectural matters hereunder and the Association, acting through the ARC, shall exercise all powers previously reserved to Declarant under this Article; provided, however, in exercising the discretion previously reserved to Declarant, the Association and the ARC shall act in the interest of the Association membership.

3.5 Composition of ARC. The ARC shall consist of at least three (3), but not more than five (5), Persons who shall serve and may be removed and replaced in the Board's discretion. The members of the ARC need not be Members of the Association (as defined in Section 5.2) and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The initial members of the ARC shall be appointed by the Developer and shall serve for one year, or until replaced by their successors, and their successors shall be appointed by Developer until such time as the architectural functions are turned over to the Association and all Lots are sold or an act executed by Developer 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).

3.6 Design Guidelines General. Declarant hereby establishes the initial design and construction guidelines and review procedures (the **Design Guidelines**). The Design Guidelines shall not be the exclusive basis for decisions hereunder, and compliance with the Design Guidelines shall not guarantee approval of an Application. The Design Guidelines, and any supplemental Design Guidelines, may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another, depending upon the location, type of construction or use, and unique characteristics of the property. Any Design Guidelines shall be subject to amendment from time to time in the sole discretion of the Reviewing Entity. Amendments to the Design Guidelines shall not require modification to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; amendments may remove requirements previously imposed or make the Design Guidelines otherwise more or less restrictive in whole or in part.

3.7 Approved Builders. The name(s) of any potential builder must be presented to the ARC, and each builder must be approved thereby, prior to beginning any work in the

Subdivision. The ARC reserves the right to reconsider its approval of a builder and may revoke such approval if consideration deems such revocation appropriate and necessary.

3.8 Review Factors. The Reviewing Entity, the Declarant or the Association, as applicable, may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, topography and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Guidelines, and architectural merit. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements, and the opinion of the Reviewing Entity shall govern.

3.9 Plan Review and Approval Procedure.

3.9.1 Each Owner shall submit an Application for architectural review and approval in such form as may be required by the Reviewing Entity. The Application shall include:

- (a) two (2) complete set of plans and specifications (the **Plans**) prepared by an architect licensed under the laws of the State of Louisiana, or by another Person required by the Reviewing Entity, as the case may be, showing the site layout, height of proposed improvements, materials, floor plans, elevations, colors, garage door and garage specifications, landscaping, drainage, lighting, irrigation and other features of the proposed construction, as required by the Design Guidelines and as otherwise required by the Reviewing Entity;
- (b) a complete list of all builders and contractors to be used on the job; and
- (c) a nonrefundable fee determined by the Reviewing Entity. The fee initially established by these General Covenants shall be One Hundred Fifty (\$150.00) Dollars for each submission. The Reviewing Entity may require the submission of additional information as it deems necessary to consider the Application (collectively, the **Application**).

The requirement that Plans be prepared by an architect licensed under the laws of the State of Louisiana, or by another Person required by the Reviewing Entity, may be waived by the Reviewing Entity, in its sole discretion. The Reviewing Entity shall, within thirty (30) days after Substantial Completion of any construction for which approval has been granted, return the Plans to the Owner thereof. **Substantial Completion** for purposes of this Subsection 3.7.1 shall be deemed to occur on the date



a permit for occupancy of the Lot is issued by the local governing authority.

- 3.9.2 The Reviewing Entity shall, within fifteen (15) business days after receipt of each submission of the entire Application, advise the Person submitting the same, in writing, at an address specified by that Person at the time of submission, of the (a) approval of Plans; (b) approval as noted on Plans; or (c) disapproval of Plans, specifying the segments or features of Plans which are objectionable and suggestions, if any, for the curing of objections. In the case of either (b) or (c) above, the Reviewing Entity shall, within five (5) business days after receipt of each submission of revised Plans, advise the Person submitting the same, in writing, at an address specified by that Person at the time of submission, of the (a) approval of Plans; (b) approval as noted on Plans; or (c) disapproval of Plans, specifying the segments or features of Plans which are objectionable and suggestions, if any, for the curing of objections. In the event the Reviewing Entity fails to advise the submitting Person by written notice within the time set forth above of either the approval or disapproval of Plans, the applicant may give the Reviewing Entity written notice of the failure to respond, stating that unless the Reviewing Entity responds within five (5) business days of receipt of such notice, approval shall be deemed granted. Upon further failure of the Reviewing Entity to so advise, approval shall be deemed to have been given, subject to the right of Declarant to veto approvals by the ARC. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing pursuant to Section 3.7.6. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid is deposited with the U. S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of written notice also shall be sufficient and deemed to have been given at the time of delivery.
- 3.9.3 Within three (3) business days after the ARC has approved an Application, the ARC shall give written notice to Declarant of such action, together with other information as Declarant may require. Within ten (10) days of receipt of such notice, the Declarant may veto any action, in its sole discretion, by written notice to the ARC and the applicant.
- 3.9.4 If construction does not commence on any work for which approval has been granted within twelve (12) months of approval, the approval shall expire and the Owner must re-submit Plans for reconsideration in accordance with the Design Guidelines, as are then in effect prior to commencing work. All work shall be completed within one (1) year of commencement or such other period as may be specified in the notice of

approval (the **Completion Period**), unless completion is delayed due to causes beyond the reasonable control of the Owner, such as an event of force majeure, hurricane, act of God, fire, explosion, extraordinary flood or similar occurrence (but not including reasonably foreseeable weather conditions). If all such work is not Substantially Complete within the Completion Period, Owner shall pay to the Association the sum of TWO HUNDRED and NO/100 DOLLARS (\$200.00) per day for each day which improvements remain uncompleted until the date on which they are Substantially Completed. **Substantially Complete** for purposes of this Subsection 3.7.4 shall be deemed to occur on the date a permit for occupancy of the Lot is issued by the local governing authority.

3.10 Not a Penalty. Each Owner acknowledges that the amount of Liquidated Damages set forth in Section 3.7.4 above is not a penalty, but agreed upon compensation and damages. As the exact amount of future actual damages is undeterminable, the amount of Liquidated Damages has been set to avoid litigation and represents a reasonable endeavor on the part of Declarant to estimate fair and reasonable compensation for the damages from failure to comply with the requirements of Section 3.7.4.

3.11 Each Owner acknowledges that the Persons reviewing Applications under this Article will change from time to time and that decisions regarding aesthetic matters and interpretation and application of the Design Guidelines may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed work until the work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewing Entity may refuse to approve the same or similar proposals in the future. Approval of proposals, Plans, specifications, or drawings for any work done or proposed, or in connection with any matter requiring approval, shall not be deemed a waiver of the right to withhold approval as to any similar proposals, Plans, specifications, drawings or other matters whatever subsequently or additionally submitted for approval.

3.12 Variances. The Reviewing Entity may, but shall not be required to, authorize variances from compliance with any of the provisions of the Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, or when architectural merit warrants a variance, as it may determine in its sole discretion. Variances shall be granted only when, in the sole judgment of the Reviewing Entity, unique circumstances exist, and no Owner shall have any right to demand or obtain a variance. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewing Entity from denying a variance in other circumstances.

3.13 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 ARC, 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 ARC, its members, agents or assigns, harmless for any failure thereof caused by the Property Owner's architect or builder. The ARC 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 ARC, in its sole discretion.

#### ARTICLE 4 COMMON GROUNDS

4.1 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 Reviewing Entity, including without limitation, approval as to location and appearance.

4.1.1 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 Reviewing Entity of the location and placement of the same prior to installation. Backboards shall be primarily clear or white.

4.1.2 Driveways should remain as constructed during the original construction for access to garages and carports only. Driveways shall not be expanded for the sole purpose of accommodating sports or play equipment.

4.2 Mail Boxes and Addresses. All residences shall use the standard mail box selected by the Declarant. See attached **Exhibit A** for mailbox specifications.

4.3 Yard Ornaments. Yard ornaments, statues and similar objects are prohibited in all yards except those fenced to shield view thereof from any streets and any other lots and properties. Typical seasonal decorations are permitted within season.

4.4 Flagpoles. Prior approval by the ARC is required before any flagpole is mounted on a residence in the subdivision.

4.5 Swimming Pools, Therapy Pools, Jacuzzis and Spas. Swimming pools, therapy pools, Jacuzzis, spas, etc. (individually a "Pool" and collectively, "Pools") must comply with the following requirements:

4.5.1 No Pools may be constructed, placed, installed or used above grade and all Pools must be of constructed with rebars and gunite.

4.5.2 Pool and equipment enclosures must architecturally relate to the residence and other structures in their placement, mass and detail.

4.5.3 Except as otherwise provided in Section 15 hereof with respect to Lake Lots, all Pools, Pool equipment, slides, diving boards and other Pool accessories must be screened from view from all streets and surrounding properties in a manner so as to also screen and mitigate the noise and

sounds generated by such equipment. Pools must be completely enclosed by security fencing and gates meeting the safety requirements of East Baton Rouge Parish codes/ordinances and these Design Guidelines.

4.5.4 Pools and decks should be no closer than eight feet (8') any side property line and ten feet (10') from the rear property line, and landscaping between the deck and Lot lines must be installed.

4.5.5 Pools shall not be drained onto adjacent property or open space.

4.1 Awnings and Canopies. Awnings and canopies are not permitted on the front of any residence. Awnings and canopies of a permanent nature may be constructed or installed on the side and/or rear of a residence.

4.1.1 Bright colors are prohibited, and all awnings and canopies should be of a color and design to compliment the exterior color of the residence.

4.1.2 All designs and colors of awnings and canopies must be preapproved by the Reviewing Entity.

4.6 Patios and Gazebos. Covered patios shall be architecturally integrated with the design of the residence. Covered patios shall be supported by wood or masonry columns. Any roofing material used shall be the same as used for the roof of the residence, except that copper may also be used. Details and location of such structures must be submitted to the Reviewing Entity for approval prior to construction thereof.

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

4.8 Final Review. After landscape/hardscape installation and construction are complete, a final review of the project must be obtained from the Reviewing Entity. Final review approval must be obtained prior to release of any deposits and prior to the time any Owner moves in a dwelling for occupancy."

4.9 Grading. All grading shall be subject to the jurisdiction of the Reviewing Entity and considered individually for each dwelling site. Recommendations or demands will be based upon individual site location, terrain, soil conditions, vegetation, drainage, proposed cuts and fills and any other conditions the Reviewing Entity determines will impact the site grading. The Reviewing Entity initially recommends that all grading should be contained inside the property line with no overlaps. Smooth slope transitions are encouraged where grading is necessary. Absolutely no grading or retaining walls, if necessary, whatsoever shall be permitted without first obtaining the prior authorization of the Reviewing Entity. All grading shall be sloped so as to comply with the drainage plan for Magnolia Farms on file with the Department of Public Works of Livingston Parish.

4.10 Fill to Lot. No Owner shall add fill to a Lot which adversely affects the drainage of a contiguous Lot or which increases the cost of installing foundation footings on any contiguous Lot.

4.11 Drainage. The Owner of a Lot shall provide positive storm water drainage in the direction indicated on the drainage plan for Magnolia Farms on file with the Department of Public Works of Livingston Parish. Drainage may be surface and/or subsurface. Water runoff for each individual building site must be handled by adequately sloping all areas so that no surface drainage shall be allowed to drain to any adjacent properties. Water runoff and control is the responsibility of each Lot Owner. An Owner shall not impede or modify the natural drainage flow of any Lot in any manner that will adversely affect other Owners who are in compliance with the drainage plan. The Reviewing Entity or any aggrieved Owner shall have the right to bring legal action to enforce this restriction.

4.12 Garbage, Trash and Recycling. Garbage, trash and recycling containers should only be visible on the day of collection. At all other times, such containers should be screened and/or stored so as not to be visible from the streets or adjoining properties.

4.13 Noise Abatement. All exterior mechanical equipment, including HVAC and pool equipment, shall be screened from view in a manner so as to also screen the noise and sounds generated by such equipment.

4.14 Switch Pads and Transformers. Switch pads and transformer pads shall not be constructed more than six inches (6") above finished grade. All such pads should be flush with adjoining walkways. Transformers should be screened with landscaping to the extent permitted by the utility company serving the property.

4.15 Servitudes. Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the Final Plat.

4.16 Underground Utilities. This subdivision will be served by underground utilities only, except where an overhead electric distribution system is previously existing or has been installed by Declarant. Electric service from the electric distribution system to each residence shall be underground. 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.

4.17 Miscellaneous Restrictions.

4.17.1 Contractor must install sidewalk(s) per the Development Plans.

4.17.2 Cleaning of tools, supplies or equipment by concrete suppliers, painters or other subcontractors on any private street or other Common Area is prohibited.

4.17.3 During construction, no draining of pools on adjacent property, or into washes or open spaces is permitted.



4.18 Erosion Control. For any lot adjacent to the lake, it will be the responsibility of the Owner to properly install and maintain along the lake border appropriate silt and sedimentation control measures (including silt cloth) prior to and throughout construction. The sediment and erosion control fencing shall remain until existing vegetation erosion has stabilized the soil to prevent erosion and silt from leaving the Lot and flowing into the lake.

4.19 Satellite Dishes. No television (or other) satellite dish larger than 24 inches in diameter may be installed on any Lot. Any dish installed must not be on the front half of the house or on any side of the house facing a street. No satellite dish may be installed on any fence.

4.20 Construction Deposit. At the time of submission of the Final House Plans to the Reviewing Entity, the Owner shall deliver to the Reviewing Entity a \$1,000 Construction Deposit payable to Magnolia Farms Property Owners Association, Inc. (the "Association"). The Committee shall have the right to require the Owner to increase the amount of this Construction Deposit at any time such Construction Deposit has been depleted by prior violations (so that the Construction Deposit on account is \$1,000). A Construction Deposit may also be required to be submitted for any major addition or renovation to a home or its grounds (including for a gazebo or swimming pool). The purpose of the Construction Deposit is to insure:

4.20.1 Plans are submitted to the Reviewing Entity and adhered to by the Owner and his builder. In the event construction of a house or other improvements are started without the prior written approval of the plans for such, then the entire amount of the Construction Deposit shall be automatically forfeited as liquidated damages to the Association. Further, all other rights of the Reviewing Entity and the Association may have with respect to approval of the plans shall continue, including rights to injunctive relief, damages and other rights.

4.20.2 Landscaping is accomplished as set forth in these Design Guidelines. In the event the required landscaping is not accomplished, then the entire amount of the Construction Deposit shall be automatically forfeited as liquidated damages to the Association. Further, all other rights of the Reviewing Entity and the Association may have with respect to approval of the landscape plans shall continue, including the right to fine the Owner, rights to injunctive relief, damages and other rights.

4.20.3 A clean job site, compliance with the Restrictive Covenants, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Reviewing Entity to the Lot Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in the Subdivision, "rutting" of other lots in Magnolia Farms caused by construction related vehicles, the spilling of concrete on any streets or other areas of Magnolia Farms any trash or debris dispensed in

or damage to any street lights of Magnolia Farms. If the violation or damage has not been corrected within five (5) days after the date of the notice, the violation or damage may be corrected by the Association and the cost of the same shall be charged to the Lot Owner. Said amount may be deducted, without further notice, from the Construction Deposit until said deposit is exhausted, at which time the Lot Owner will be billed for any additional expense. The Association shall have lien rights to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill. Notwithstanding the provisions of this Section however, neither the Association nor the Reviewing Entity shall be responsible for the damage to any Lot caused by the activities of an Owner (or builder or others involved in any activity on their behalf) of any other Lot, and shall not be held responsible for any such damage if deductions are not made from the Construction Deposit or other damage collection provisions are not made for such damage.

If no violations or damage occur (or if no deductions for such damage are made from the Construction Deposit by the Reviewing Entity or the Association), the Construction Deposit will be refunded in full to the original submitter of the Construction Deposit after satisfactory completion of construction of improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in these Design Guidelines. To the extent any of the Construction Deposit was spent for correction of any violations or damage, any balance will be refunded to the original submitter of the Construction Deposit after the satisfactory completion of the improvements and landscaping.

4.21 Trash Dumpster. All jobsites during construction shall be required to have a dumpster to store waste materials and other trash. The jobsite shall be kept clean and the trash deposited in the dumpster. The dumpster must be emptied on a regular basis so that it is not overflowing with trash.

4.22 Jobsite Toilet. Each lot owner shall be required to provide a properly maintained portable toilet on site during construction for use of the workers at the jobsite. The portable toilet must be maintained on a regular basis and the door thereof shall face the subject property and not toward the street.

4.23 Limitation of Liability. The standards and procedures established by this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties, but shall not impose any duty upon Declarant, the Association, the Board, the ARC, nor any officer, director or committee member of any of the foregoing (collectively, the **Indemnitees**). With respect to the review of Owner plans and Applications (a) the Indemnitees shall not bear any responsibility for ensuring structural integrity or soundness, or compliance with building codes and other governmental requirements, or for ensuring that structures on Lots are located so as to avoid impairing views from, or any other negative impact upon, neighboring Lots; (b) no representation is made that all structures and improvements

constructed within the Properties are or will be of comparable quality, value, size or design; and (c) the Indemnitees shall not be held liable for soil conditions, drainage problems or other general site work, nor for defects in work done according to approved Plans, nor for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot.

THE PURPOSE OF THIS PROVISION IS TO ENSURE, TO THE FULLEST EXTENT OF THE LAW, THAT THE DEVELOPER 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 DEVELOPER, DECLARANT, 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, DEVELOPER, DECLARANT, 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 DEVELOPER, DECLARANT, 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.

4.24 Enforcement. Any work performed in violation of this Article or in a manner inconsistent with the approved Plans shall be deemed to be nonconforming. Upon written request from Declarant, the Association, the Board or the ARC, the Owner whose improvements are nonconforming shall, at such Owners sole cost and expense, remove any nonconforming structure or improvement and restore the Property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required by this Article, Declarant or the Association shall have the right, without the posting of bond, to obtain injunctive relief from a court of competent jurisdiction requiring the Owner to remove the violation and restore the Property to substantially the same condition as previously existed. Upon demand, the Owner shall reimburse all costs incurred by Declarant or the Association, including reasonable attorney fees, in exercising its rights under this Article. In addition, Declarant and the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Reviewing Entity made pursuant to this Article.

## ARTICLE 5 MAINTENANCE AND REPAIR

5.1 Maintenance of Lots. Each Owner shall maintain, or cause to be maintained, its Lot and all structures, parking areas, landscaping and other improvements located thereon, in a good and workmanlike manner, consistent with the financial investments made by the other Owners in Magnolia Farms and the rules, regulations and guidelines established throughout this Declaration and all associated documents.

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.

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 Developer or the Association may cause such work to be performed and may demand and sue for reimbursement for such costs, penalties and reasonable attorneys' fees, including the collection of said attorneys' 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 Developer 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 Developer.

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

5.2 Enforcement. If an Owner fails to properly perform its maintenance responsibility, the Association may perform or cause to be performed such maintenance responsibility and assess all costs incurred by the Association in connection therewith against the Lot and its Owner, in accordance with Section 7.6. The Association shall afford all Owners notice and a reasonable opportunity to cure the problem prior to performance, except when such performance is required due to an emergency situation. The remedies in this Section are in addition to all other available legal remedies.

5.3 Substantial Damage or Destruction. Each Owner further covenants and agrees that in the event of damage to or destruction of improvements or structures on or comprising its Lot, it shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or other Plans and specifications as are approved in accordance with Article 3 of this Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the community-wide standard. The Owner shall pay all costs which are not covered by insurance proceeds.

## ARTICLE 6 THE ASSOCIATION

6.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area. The Association shall be the primary entity responsible for enforcement of this Declaration and of rules regulating use



of the Properties as the Board may adopt from time to time. Upon delegation by Declarant of its authority over architectural matters, pursuant to the provisions of Article 3, the Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration. The Association shall perform its functions in accordance with this Declaration, the By- Laws, the Articles of Incorporation of the Association, filed with the Secretary of State for the State of Louisiana, as amended from time to time (the **Articles**), and applicable Louisiana law.

6.2 Membership. Every Owner of a lot shall be a member of the Association (a **Member**); however, there shall be only one membership interest per Lot (a **Membership**). Membership shall be appurtenant to and may not be severed from Ownership of a Lot. If the Ownership of a Lot is transferred or otherwise conveyed, the Membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such Membership. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of the Membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 5.3. All such co-Owners shall be jointly and severally obligated to perform the responsibilities of an Owner.

6.3 Exercise of Member Rights. The Membership rights and privileges of an Owner who is a natural Person may be exercised by the Owner or the Owners spouse. The Membership rights and privileges of an Owner which is a corporation, partnership or other legal entity may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by such Owner, in a written instrument provided to the Secretary of the Association. If such instrument is not so provided to the Association prior to the close of balloting, that Memberships vote shall be null. For co-Owners of a Lot, Membership rights and privileges may be exercised by any one of the co-Owners; however, if more than one co-Owner seeks to cast its Memberships vote, the Memberships vote shall be suspended until all respective co-Owners have advised the Secretary of the Association of their Memberships vote, as determined among themselves, in a written instrument signed by all such co-Owners. If such instrument is not so provided to the Association prior to the close of balloting, the Memberships vote shall be null.

## ARTICLE 7

### ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Payment of Common Expenses. The Association shall be responsible for the payment of expenses incurred or anticipated to be incurred by the Association for the general benefit of all Lots, including any reasonable reserves (the **Common Expenses**), as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles. The Common Expenses shall be determined in accordance with Section 7.2. The term Common Expenses shall not include any expenses incurred for initial development, original construction, installation of infrastructure, original capital improvements or other original construction costs, unless approved by a majority vote of the Membership.

7.2 Acceptance and Control of Association Property. The Association may acquire, hold and dispose of tangible and intangible personal property and real property. The Declarant may convey to the Association improved or unimproved real property located within the Properties. The property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring the property to the Association and in this Declaration. Declarant shall convey the initial Common Area to the Association prior to the conveyance of a Lot to any Person.

7.3 Maintenance of Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration, including portions of any Additional Property as may be included within the Common Area. The Association may maintain other property which it does not own, including, without limitation, publicly owned property and other property dedicated to public use, if the Board determines that its maintenance is necessary or desirable for the benefit of the Members. All costs associated with maintenance, repair and replacement of Common Area shall be a Common Expense.

7.4 Rights of Declarant to Cure. In the event that the Association fails to properly perform its maintenance responsibilities hereunder, Declarant may, upon not less than ten (10) days notice and opportunity to cure such failure, cause the maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred in connection with the performance of the maintenance, with interest thereon, including without limitation, reasonable attorney's fees.

7.5 Compliance and Enforcement. Failure of any Owner or Occupant to comply with the provisions of this Declaration shall be grounds for an action by the Association, Declarant, or, in the proper case, by any aggrieved Lot Owner, to recover for sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, including without limitation, reasonable attorney's fees, in addition to those enforcement powers granted to the Association pursuant to this Declaration and the By-Laws. All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all costs, including, without limitation, reasonable attorney's fees and court costs.

7.6 Implied Rights: Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, and any right or privilege which could reasonably be implied from or which is reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Articles or the By-Laws, all rights and powers of the Association may be exercised by the Board without a vote of the Membership of the Association. The Board shall be the body responsible for administration of the Association, selected as provided in title By-Laws and generally serving the same role as the board of directors under Louisiana corporate law.

7.7 Indemnification of Officers, Directors and Others. The Association shall indemnify the Indemnitees against all damages and expenses, including attorney's fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director or committee member of the Association, except that the obligation to indemnify shall be limited to those actions as to which liability is limited under this Article and Louisiana law.

7.8 Disclaimer of Liability. The Indemnitees shall not be liable for any mistake of judgment, negligent or otherwise, except for individual willful misfeasance, malfeasance, misconduct or bad faith. The Indemnitees shall have no personal liability with respect to any contract or other commitment made or action taken, in good faith, on behalf of the Association (except to the extent that the officers or directors may also be Members of the Association) and the Association shall indemnify and forever hold each Indemnitee harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any Indemnitee may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers and directors liability insurance to fund this obligation, if the insurance is reasonably available.

7.9 Indemnity by Owner. Each Owner shall indemnify and hold harmless the Indemnitees from any loss, damage and expense, including, without limitation, reasonable attorney's fees, which they may incur as a result of the failure of such Owner, its Occupants, or any contractor, employee or agent of such Owner acting within the scope of its contact, agency or employment, to comply with this Declaration, any Supplemental Declaration or other covenants applicable to the Owners Lot, the Design Guidelines, By-Laws and rules of the Association.

7.10 Security Issues. The Association may, but shall not be obligated to, maintain or support activities within the Properties to enhance the safety of the Properties. Neither the Association, Declarant, nor any successor or assign of Declarant, shall in any way be considered insurers or guarantors of security or safety within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system can not be compromised or circumvented, nor that any such system or security measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its Occupants and tenants, if any, that the Association, the Board, Declarant, and any successor or assign of Declarant are not insurers or guarantors and that each Person using the Properties assumes all risk for loss or damage to Persons, to Lots and to the contents and improvements of Lots resulting from acts of third parties.

ARTICLE 8  
ASSOCIATION FINANCES

8.1 Pre-Association Finances. Until the earlier of the Boards approval of a budget covering the estimated Common Expenses for the coming year and to fund reserves (the **Budget**), or Declarants transfer of its reserved rights under this Declaration to the Association, Declarant shall have the sole authority to establish and collect the annual assessments against all Lots pursuant to this Declaration. Thereafter, the following shall apply:

8.2 Budgeting and Allocating Common Expenses. At least ninety (90) days before the beginning of each fiscal year, the Board shall approve the Budget for the coming year.

8.3 Notice. The Board shall send a copy of the Budget and notice of the amount of the Base Assessment for the next ensuing year to each Owner at least sixty (60) days prior to the beginning of the fiscal year for which it is to be effective. The Budget and the Base Assessment shall become effective unless disapproved at a meeting by a vote of at least seventy-five (75%) of the total number of Membership votes. There shall be no obligation to call a meeting for the purpose of considering the Budget and the Base Assessment, except upon the petition of the Members for a special meeting for such purpose, as provided for in the By-Laws, which petition must be presented to the Board within ten (10) days after delivery of the notice of the amount of the Base Assessment. If the proposed Budget is disapproved or the Board fails for any reason to determine the Budget for any year, then the Base Assessment for the immediately preceding year shall continue in effect.

8.4 Base Assessment. The Association is hereby authorized to levy assessments equally against all Lot Owners in the amount of Six Hundred - Fifty Dollars (\$650) in order to fund the Common Expense (the Base Assessment). The Base Assessment is set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expense, including reserves. In determining the total funds to be generated through Base Assessment, the Board, in its discretion, may consider other sources of funds available to the Association. The Board shall take into account the number of Lots subject to assessment under on the first (1st) day of the fiscal year, July 1, for which the Budget is prepared and may consider the number of Lots reasonably anticipated to become subject to assessment during such fiscal year.

8.5 Budgeting for Reserves. The Board shall annually prepare reserve budgets which take into account the number and nature of replaceable assets maintained as a Common Expense, the expected life of each asset and the expected repair or replacement cost of each asset. The Board shall set the required annual reserve budget capital contribution in an amount sufficient to permit meeting the projected needs of the Association with respect to those assets over the Budget period. The amount of the reserve budgets shall be shown on the Budget, and included in the annual Base Assessment.

8.6 Special Assessments. In addition to other authorized assessments, the Association may levy any Special Assessment from time to time to cover unbudgeted expenses or expenses in excess of those budgeted (a Special Assessment). Except as otherwise specifically provided in this Declaration, any Special Assessment which would exceed twenty



percent (20%) of the annual Budget for the year immediately preceding that in which the Special Assessment is approved shall require the affirmative vote or written consent of Owners representing at least two-thirds (2/3) of the total votes allocated to Lots which will be subject to such Special Assessment., Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

## ARTICLE 9 ASSESSMENTS

9.1 All Lot Owners shall be obligated to pay an annual assessment imposed by the Association to meet the expenses required for upkeep of the Magnolia Farms Community. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these Covenants, only if the Member is current in the assessments made or levied against the Lot owned by him.

9.2 The Board of Directors may increase the annual assessment by not more than ten (10%) percent above the annual assessment for the previous year. The annual assessment may be increased more than ten (10%) percent by a vote of a majority of the members of the Association at a meeting duly called for this purpose. In addition to the annual assessments authorized above, the board of directors of the Association may levy a special assessment in such amounts as the board determines necessary to carry out the purposes for which the Association was organized and an individual assessment against a Lot or Dwelling and its owner.

9.3 Any assessment not paid within thirty (30) days after the due date set by the Board of Directors shall bear interest from the due date until paid and at a rate to be determined by the Board from time to time, not to exceed 12% per annum or the maximum permitted by law. If the Board fails to establish a rate, the rate is 12%. The Association through the Board of Directors may bring an action at law against the Owner personally obligated to pay the same, or to enforce the lien and privilege against the Lot, as provided for in the Restrictions. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the servitudes or Common Areas of the Property or by abandonment of his Lot.

9.4 Nature of Obligation. Each Owner, by accepting a deed, act of sale, exchange, donation or other act of transfer, or by entering into a recorded contract of sale or transfer, for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in this Declaration. The obligation to pay all assessments shall constitute a personal obligation of the Owner and a real obligation against its Lot.

9.5 Failure of Board to Act. Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay the Base Assessment and Service Area Assessment on the same basis as during the last year for which an assessment was levied, if any, until a new assessment amount is determined by the Board, at which time the Association may retroactively assess any difference.



9.6 No Exemptions. No Owner may exempt itself from liability for unpaid assessments by reason of non-use of Common Area, abandonment of its Lot or any other means whatsoever. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action the Association or Board might take.

9.7 Certificates of Payment. The Association shall, upon request, furnish to any Owner liable for any type of assessment, a certificate in writing signed by an officer of the Association or its designated agent, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a processing fee for the issuance of such certificate.

9.8 Option of Declarant. Until Declarant has sold off its Lots in Magnolia Farms, Declarant may, but is not obligated to, annually elect, at its sole option, either to pay regular assessments on its unsold Lots, or to pay the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Declarant may make such election at any time prior to the end of such fiscal year. Declarant's payments hereunder may be satisfied in the form of cash or by in kind contributions of services or materials, or by any combination of these. The Association is specifically authorized to enter into subsidy contracts and contracts for in kind contribution of services, materials or a combination of services and materials with Declarant.

9.9 Lien for Assessments. All assessments authorized in this Article shall constitute a lien against the Lot against which they are levied until paid (a **Lien**). The Lien shall also secure payment of interest, late charges (subject to the limitations of Louisiana law) and costs of collection (including reasonable attorney's fees). Such Lien shall be superior to all other liens, except (a) liens for all taxes, bonds, assessments and other levies which by law would be superior; and (b) the lien or charge of any first priority mortgage of record made in good faith and for value. The Lien, when delinquent, may be enforced by suit, judgment and foreclosure in the same manner as mortgages on real property are foreclosed under Louisiana law.

9.9.1 The Association may bid for any Lot at a foreclosure sale and acquire, hold, lease, mortgage and/or convey such Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be levied on it. The Association may sue for any unpaid Common Expense attributable to such Lot and all related costs without foreclosing or waiving the Lien securing the same.

9.9.2 The sale or transfer of any Lot shall not affect the assessment Lien or relieve such Lot from the Lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of a first priority mortgage given in good faith and for value shall extinguish the Lien as to any installments of such assessments due prior to such sale or transfer. A

mortgagee or other purchaser of a Lot who obtains title following foreclosure of such a mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be a Common Expense, collectible from Owners of all Lots subject to assessment under Section 7.7, including such acquirer, its successors and assigns.

9.9.3 The lien rights created in this Declaration shall be for the benefit of the Association, as to assessments levied on behalf of the Association.

9.10 Exempt Property. The following property shall be exempt from payment of any Base Assessment and Special Assessment: (a) all Common Area and any Additional Property owned by Declarant which may be included in the Common Area pursuant to Section 6.3, (b) any property dedicated to and accepted by any governmental authority or public utility company, (c) any property owned by Declarant.

## ARTICLE 10 ADDITIONAL RIGHTS RESERVED TO DECLARANT

10.1 Right to Transfer or Assign Declarant Rights. Any or all of the rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons, provided that such transfer shall neither reduce any obligation nor enlarge a right beyond that of Declarant under this Declaration or the By-Laws. No such transfer shall be effective unless it is memorialized in a written instrument signed, by Declarant and duly recorded in the Conveyance Records. The foregoing shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration, where Declarant does not intend to transfer such right in its entirety, and in such case, it shall not be necessary to record any written assignment, unless necessary to evidence Declarants consent to such exercise.

10.2 Right to Use Common Area. Declarant and its designees may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be required, convenient or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model Lots and sales offices. Declarant and its designees shall have servitudes for access to and use of such facilities. Declarant and its designees, during the course of construction on the Properties adjacent to any Common Area, may use such Common Area for temporary storage and for facilitating construction on adjacent or nearby property. Upon cessation of such use, the user of such Common Area shall restore it to its condition prior to such use. If Declarants use under this Section results in additional costs to the Association, Declarant shall not be obligated to pay any use fees, rent or similar charges for its use of Common Area pursuant to this Section. Declarant shall also have a right of use and servitude over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate, in its sole discretion.

10.3 Right to Approve Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instruments

affecting any portion of the Properties without the prior written consent of Declarant. Any such recordation without Declarant's consent shall result in such instrument being void and of no force and effect.

10.4 Right to Approve Changes in Community Standards. Notwithstanding any contrary provision of this Declaration, no amendment to, or modification or restatement of this Declaration, any use restrictions or rules, or the Design Guidelines, shall be effective without prior notice to and the written approval of Declarant, so long as Declarant owns any portion of the Initial Filing or Additional Property.

10.5 Exclusive Right to Use the Name of the Development. No Person shall use the term Magnolia Farms or any derivative thereof in any printed or promotional material, without Declarant's prior written consent. However, Owners may use the term Magnolia Farms in printed or promotional material solely to specify that particular property is located within Magnolia Farms, and the Association shall be entitled to use the word Magnolia Farms in its name.

10.6 Amendment and Termination of Rights. This Article may not be amended without the written consent of Declarant so long as Declarant has any rights hereunder.

#### ARTICLE 11 EXCLUSIVE COMMON AREA

11.1 Purpose. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use of Owners of Lots within a particular area. By way of illustration and not limitation, an Exclusive Common Area may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular area. Costs associated with maintenance, repair, replacement and insurance of an Exclusive Common Area may be assessed against the Owners of Lots within such Exclusive Common Area, or any portion thereof, at the Board's discretion.

11.2 Designation. Initially, Declarant shall designate any Exclusive Common Area and shall assign the exclusive use thereof in the deed, act of sale, or other act of transfer conveying the Exclusive Common Area to the Association or on the plat of survey relating to such Exclusive Common Area.

11.2.1 Designation of the Lake. The Lake is hereby designated as Exclusive Common Area for the exclusive use of Owners and Occupants of lots in Magnolia Farms. All costs associated with maintenance, repair, replacement and insurance of the Lake shall be assessed against all Lot Owners equally in Magnolia Farms.

#### ARTICLE 12 AMENDMENT OF DECLARATION

12.1 By Declarant. Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary to (a) bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination which is in

conflict therewith; (b) enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Properties; (c) enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot, unless the Owner shall consent thereto in writing.

12.2 By Members. Except as otherwise set forth elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds (2/3) of the total votes in the Association, including two-thirds (2/3) of the votes held by Members other than Declarant, and the consent of Declarant, so long as Declarant has an option to subject Additional Property to this Declaration. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

12.3 Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon the date on which they have been filed for record in the Conveyance Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its filing or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

12.3.1 If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision in any mortgage or contract between an Owner and a third party will affect the validity of such amendment.

12.3.2 No amendment may, directly or indirectly, remove, revoke or modify the status of, or any right or privilege of Declarant, without the prior written consent of Declarant.

### ARTICLE 13 NON-LIABILITY OF DEVELOPER

13.1 Developer shall not be liable in any manner for any claims that may be asserted against an Owner or against the Association, except for such claims related to acts or obligations of the Developer.

### ARTICLE 14 LIMITS OF LIABILITY

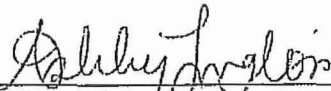
14.1 No director or officer of this corporation shall be personally liable to this corporation or its shareholder for monetary damages for breach of fiduciary duty as a director or officer, except to the extent required by Louisiana law for liability (i) for breach of the director's or officer's duty of loyalty to this corporation or its shareholder, (ii) for acts or


omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 226 (D) of the Louisiana Nonprofit Corporation Law, or (iv) for any transaction from which the director or officer derived an improper personal benefit. If the Louisiana Nonprofit Corporation Law is hereafter amended to authorize corporate action further limiting or eliminating the personal liability of directors and officers, then the liability of each director and officer of the corporation shall be limited or eliminated to the full extent permitted by the Louisiana Nonprofit Corporation Law as so amended from time to time. Neither the amendment nor repeal of this Document, nor the adoption of any provision of the corporation's Articles of Incorporation inconsistent with this Document shall eliminate or reduce the effort of this Document, in respect of any matter occurring, or any cause of action, suit or claim that, but for this Document, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

THIS ACT HAS BEEN SIGNED in Baton Rouge, Louisiana, on the date first above written in the presence of the undersigned witnesses and notary public.

I certify that the foregoing Covenants were unanimously recorded by the Board of Directors of the Association for such purpose and are hereby certified as being adopted by said board as evidenced by the signature of the president of the corporation subscribed hereto on the 7th day of April, 2015.

**WITNESSES:**

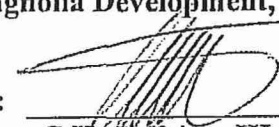
  
Print Name: Ashley Lauglois

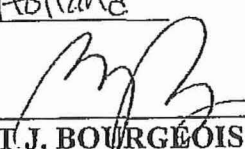
  
Print Name: Michelle D. Holland

**DECLARANT:**

**Magnolia Development, L.L.C.**

By:

  
G.H. Joffrion, III, Manager

  
**BRENT J. BOURGEOIS (La. Bar #22962)**

**JOSHUA B. ZELDEN (La. Bar #27150)**

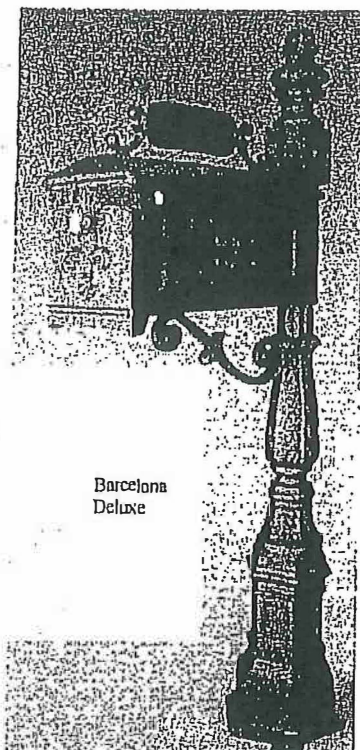
**NOTARY PUBLIC**

**My Commission Expires At My Death.**



**Exhibit A**

**MAGNOLIA FARMS  
(Denham Springs, LA)**



Barcelona  
Deluxe

**Barcelona Deluxe**

- \*Made of QUALITY cast aluminum
- \* Premium Enamel Paint
- \*All mailboxes have a full piano hinge for superior door support
- \*2" solid brass numbers for the address plate
- \*Rust Free and VERY low maintenance
- \* USPS Approved

**HART MAILBOXES**

**13030 Coursey Blvd. Baton Rouge, LA 70816  
(225) 756-8277**