



State of Louisiana
Parish of East Baton Rouge

Declaration of Covenants, Conditions and Restrictions of
Laurel Hill

BE IT KNOWN that on this 2nd day of June, 2000, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

Laurel Hill Associates LLC, a Louisiana limited liability company, whose principal place of business is 8591 United Plaza Blvd., Suite 260, Baton Rouge, LA 70809, whose Articles of Organization were filed with the Secretary of State on July 30, 1999 and whose federal taxpayer identification number is 72-1450934 (the "Declarant")

who did depose and say that:

Recitals

- A. Declarant is the owner of the real property (the "Property") described in Exhibit "A" attached to and made a part of this Declaration of Covenants, Conditions and Restrictions of Laurel Hill (as may be amended from time to time, this "Declaration");
- B. Declarant intends to subdivide and develop the Property as a planned residential community known as Laurel Hill;
- C. Declarant believes that the establishment of a uniform plan of development affecting the Property according to the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration will enhance the value of the Property; and
- D. Declarant intends that the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration shall run with the Property, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property, and their heirs, successors and assigns.

Therefore, in consideration of the premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant executes this Declaration affecting the Property, and by this Declaration, imposes upon the Property the restrictions, conditions, liens and servitudes hereinafter set forth.

Article 1 General

1.1 Purpose. The residential community developed on the Property shall have a uniform plan of development pursuant to the covenants, restrictions, servitudes, conditions, reservations, liens and charges stated in this Declaration. The plan is established to enhance the property values and amenities of Laurel Hill, insure the best use and most appropriate development and improvement of each Lot, protect the Owners of Lots against use of surrounding Lots that depreciates the value of their property, preserve, so far as practicable, the natural beauty of the Property, prevent construction of poorly-designed or proportioned structures on the Property, obtain harmonious color schemes, prevent haphazard and inharmonious Improvements of Lots, secure and maintain setbacks from streets, provide for adequate rights of way and fencing on the Property, and generally provide for quality Improvements on the Property, thereby enhancing the value of investments made by purchasers of Lots therein.

1.2 Declaration Running with Land. The covenants, conditions and restrictions of this Declaration shall run with and shall inure to the benefit of and shall be binding upon (a) the Property; (b) the Declarant and its successors and assigns; (c) the Association; and (d) all persons having or hereafter acquiring any right, title or interest in a Lot or Lots and their respective heirs and personal representatives. These covenants, conditions and restrictions shall be building restrictions in accordance with Louisiana Civil Code Article 775 et seq. and predial servitudes, with each Lot being a dominant estate and a servient estate in accordance with Louisiana Civil Code Article 646 et seq. or servitudes by destination of owner under Louisiana Civil Code Article 741.

1.3 Development of Property. The Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions and restrictions set forth in this Declaration.

Article 2 Definitions

2.1 Appointment Period. "Appointment Period" shall mean the period of time commencing as of the date of Recordation of this Declaration and continuing until the earlier of (a) the date on which Declarant voluntarily relinquishes its right to appoint such three (3) members of the Board of Directors pursuant to Section 3.5 and its right to appoint a majority of the members of the Review Board in accordance with Section 8.2, (b) the moment that all Lots in the Property have been conveyed by Declarant to non-Declarant Owners, or (c) December 31, 2008.

2.2 Articles of Incorporation. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

2.3 Assessment. "Assessment" shall mean an assessment for costs incurred by the Association as set forth in this Declaration.

2.4 Assessment Year. "Assessment Year" shall mean the calendar year or such other twelve (12) consecutive calendar month period selected by the Board of Directors of the Association for the levying, determining and assessing of the annual Assessments under this Declaration.

2.5 Association. "Association" shall mean Laurel Hill Property Owners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns.

2.6 Board of Directors or Board. "Board of Directors" or "Board" shall interchangeably mean the Board of Directors of the Association.

2.7 Budget. "Budget" shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration prepared pursuant to Article 4 and the By-Laws.

2.8 By-Laws. "By-Laws" shall mean the By-Laws of the Association adopted by the Board of Directors, as amended from time to time.

2.9 Common Area. "Common Area" or "Common Areas" shall mean any portion of the Property designated as Common Area which is for the primary use and benefit of all of the Owners of Lots, and is designated as Common Area on the Final Plat.

2.10 Declarant. "Declarant" shall mean Laurel Hill Associates LLC, its successors and assigns. A person shall be deemed a "successor and assign" of the Declarant only if specifically designated in a duly recorded written instrument as a successor or assign of Declarant, and then only as to the particular rights or interests of Declarant under this Declaration. Notwithstanding the foregoing, a successor of the Declarant receiving all or substantially all of the Property owned by Declarant by reason of a foreclosure, dation en paiement, merger or consolidation, shall be deemed a successor and assign of Declarant.

2.11 Declaration. "Declaration" shall mean this Declaration, as amended from time to time.

2.12 Dwelling Unit. "Dwelling Unit" shall mean a residential building designed for human occupancy, not including any accessory building or garage.

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2.13 Final Plat. "Final Plat" shall mean the document styled "Final Plat of Laurel Hill Subdivision being Tract B-5-1-A of a portion of the John H. Schaffer Property located in Section 62, T7S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Laurel Hill Associates, L.L.C.", made by GWS Engineering, Inc. and dated May 16, 2000, recorded with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana, at Original 312, Bundle 11127, on June 7, 2000.

2.14 First Mortgage and First Mortgagee. "First Mortgage" shall mean the unreleased Mortgage of record encumbering a Lot which has the first lien priority over all other unreleased Mortgages of record encumbering the Lot. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

2.15 Laurel Hill. "Laurel Hill" means the property described on Exhibit "A" attached hereto and, as designated on the Final Plat of Laurel Hill.

2.16 Improvements. "Improvements" shall mean all residences, buildings or other structures and any appurtenances thereto of every type or kind as are visible outside of the Lot

from any direction. Improvements shall include without limitation, fence, walls, pools, patio covers, awnings, decorations, exterior surfaces, additions, walkways, garden sprinkler systems, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, antennae, satellite dishes, hedges, exterior tanks, solar panels and equipment. Improvements shall not include impermanent seasonal decorations.

2.17 Landscape Completion Date. The date that is thirty (30) days after substantial completion of a residence. The term "substantial" as used herein shall be determined by the Review Board at its sole discretion and may or may not be the same as the date of final inspection.

2.18 Lot. "Lot" shall mean any lot or parcel of land within the Property which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a Lot on the Final Plat.

2.19 Manager. "Manager" shall mean any person or persons designated as Manager and employed by the Association to perform any of the duties, powers or functions of the Association.

2.20 Mortgage. "Mortgage" shall mean any unreleased mortgage or other similar instrument of record, given voluntarily by an Owner, encumbering the Owner's Lot to secure the performance of any obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. "Mortgage" shall not include a judgment lien, mechanic's lien, tax lien or other similar involuntary lien or involuntary encumbrance upon a Lot.

2.21 Mortgagee. "Mortgagee" shall mean the Person who is the mortgagee under a Mortgage and the successors and assigns of such Person as holder of the Mortgage interest.

2.22 Notice and Hearing. "Notice and Hearing" shall mean a written notice and a public hearing before the Board of Directors or a tribunal appointed by the Board of Directors, in the manner provided in the By-Laws.

2.23 Owner. "Owner" shall collectively mean Person or all Persons (including Declarant) who hold full or partial title of Record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

2.24 Person. "Person" shall mean a natural person, a corporation, a partnership or any other entity.

2.25 Record, Recorded or Recordation. "Record" or "Recorded" or "Recordation" shall interchangeably mean the filing for record of any documents in the mortgage and/or conveyance records of East Baton Rouge Parish, Louisiana.

2.26 Review Board. "Review Board" shall mean Laurel Hill Architectural Review Board as appointed by the Board of Directors from time to time pursuant to this Declaration.

2.27 **Rules and Regulations.** "Rules and Regulations" shall mean the rules and regulations adopted by the Board of Directors from time to time pursuant to this Declaration.

Article 3 Association Operations

3.1 **Association.** The Association is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Articles of Incorporation and the By-Laws.

3.2 **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors. Except during the Appointment Period as stated below, the numbers, term, election and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and/or the By-Laws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of its responsibility for management of the affairs of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Owners, except as otherwise specifically provided in this Declaration.

3.3 **Membership in Association.** The Owners of a Lot shall collectively and automatically constitute a single member of the Association by virtue of and to the extent of the Owner's ownership of the Lot, there being one membership in the Association for each Lot. The membership shall automatically pass with the ownership of the Lot. Persons may hold separate memberships in the Association by virtue of their ownership of separate Lots. Membership in the Association shall not be assignable and shall not pass separate and apart from ownership of a Lot.

3.4 **Voting Rights of Members.** The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by any Owner, but in no event shall more than one vote be cast for each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one Person seeks to exercise it. The voting weight appurtenant to each Lot shall be equal and each Lot shall have one vote.

3.5 **Membership of Board of Directors.** During the Appointment Period, the Board of Directors shall consist of three Directors, and Declarant shall have and hereby reserves the continuing right to appoint the three Directors during such Appointment Period.

Article 4 Duties and Power of Association

4.1 **General Duties and Powers of Association.** The Association has been formed to further the common interests of the Owners. The Association, acting through the Board of Directors or through Persons to whom the Board of Directors has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may

be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Common Areas.

4.2 Acceptance of Property and Facilities Transferred by Declarant. The Association shall accept title to any Common Areas indicated as such on the Final Plat, subject to the rights reserved to the Declarant in this Declaration.

4.3 Management and Care of Common Areas. The Association shall manage, operate, care for, maintain and repair the Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Association shall have title to the Common Areas and no Owner or any other Person shall have the right to claim, own or partition any Common Area.

4.4 Budgets and Assessments. The Association shall adopt Budgets and levy and collect Assessments as required by the By-Laws or otherwise in a manner consistent with the careful customs and practices of similar organizations in East Baton Rouge Parish, Louisiana.

4.5 Duty to Provide Financial Reports. The Association shall provide for annual reports of the Budget, the Assessments and the accounts of the Association. Copies of the report shall be made available to any Owner who requests a copy of the same upon payment of such Owner of the reasonable cost of copying the same.

4.6 Architectural Approvals. The Association shall assist the Review Board in connection with architectural approvals as provided in this Declaration.

4.7 Rules and Regulations. The Association shall from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or any amended Act, the operation of the Association, the use and enjoyment of Common Areas, construction standards and design guidelines for construction of improvements and the use of Lots. Any Rules and Regulations shall be reasonably and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. In the event of any conflict between the Rules and Regulations and this Declaration, this Declaration shall prevail. The Association shall have the power to enforce the provisions of this Declaration, and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner. It shall be the Owner's responsibility to provide its builder, architect, or home designer with a copy of the Rules and Regulations.

4.8 Servitudes. The Association shall have the power to grant permits and licenses and access, utility, drainage, water facility and other servitudes in, on, over, across or under Common Areas as may be reasonably necessary or useful for the proper maintenance of the Common Areas.

4.9 Restrictions on Builders. The Association shall have the power to determine that any builder or construction tradesman is unsuitable for construction work on the Property and to prohibit the builder or construction tradesman from working on any project on the Property, or on any Lot. Builders must be licensed residential contractors.

4.10 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act, including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, agents, consultants, subject only to such limitations upon such powers as may be set forth in this Declaration, the Articles of Incorporation or the By-Laws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, the Articles of Incorporation, the By-Laws or Rules and Regulations and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations.

Article 5 Servitude over the Property

5.1 Servitude for Fence, Landscape and Sidewalk. There is hereby reserved for the benefit of Association, and granted by Declarant to the Association, the Owners and their respective successors and assigns, the non-exclusive perpetual right and servitude and right of use upon, over, and across (a) those strips of land designated as fence and/or landscape servitudes on the Final Plat, (b) those strips of land five feet (5') in width located along and contiguous to those boundaries which are contiguous to public rights of way for streets and roads for all Lots for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements, provided that the Association shall have no obligations to construct any such improvements, (c) those strips of land five feet (5') in width labeled "5' Private Fence and Landscape Servitude" and "5' Landscape Servitude" on the Final Plat for the purpose of constructing, installing, replacing, repairing and maintaining a wall or fence, provided that the Association shall have no obligation to construct any such wall or fence, and (d) the Common Areas, subject to this Declaration and the Rules and Regulations. To the extent that this non-exclusive servitude and right of use exists in favor of the Owners, it shall be appurtenant to each Owner's Lot and shall automatically pass with the title to the Lot.

5.2 Additional Servitude. There is hereby reserved for the benefit of the Association and granted by Declarant to the Association, the Owners and their respective successors and assigns, those servitudes evidenced on the Final Plat. Declarant and the Association reserves the right to plant "street trees" (as defined in their sole discretion) within the twelve foot (12') utility servitude contiguous to the street right of way.

5.3 Electrical Maintenance Servitude. Consistent with the requirements of Section 4.7(A)(16) of the Unified Development Code, each Owner purchasing a Lot subject to these Restrictions agrees to establish, in conformity with the Final Plat, and Declarant hereby does establish a five foot wide electrical servitude from the source of supply of electricity to the meter location on each residence.

Article 6 Declarant's Rights and Reservations

6.1 Rights During Appointment Period. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association for the duration of the Appointment Period. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each conveyance of property by Declarant

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

Article 7 Assessments

7.1 Determination of Assessments. The Board of Directors has the specific right, upon a majority vote of its Members present at a duly called meeting of the Association, to levy and collect (by legal proceedings if necessary) from each Owner an Assessment in an amount it determines is necessary in order to maintain the streets, fencing, landscaping and Common Areas and provide all other services generally undertaken or furnished by the Association. Assessments shall be in equal amounts per Lot and shall be made in writing directed to the Owner of the Lot. In addition to using the revenue for the purpose specified herein, the Board of Directors may use the revenue for such purposes as will, in the opinion of the majority of the Board of Directors, benefit all of the Owners; provided, however, that when notice of such Assessment is filed with the Clerk and Recorder of Mortgages, it shall rank only from the date of Recordation. Assessments shall initially be set at \$240.00 per year per Lot and shall commence January 1, 2001. Assessments may subsequently be changed in accordance with the By-Laws.

7.2 Interest on Unpaid Assessments. All Assessments that have been levied shall bear interest at the rate of twelve (12%) percent per annum from date due until paid and shall be subject to late charges as assessed by the Association from time to time.

7.3 Lien to Enforce Assessments. In the event an Owner fails to pay an Assessment on the date due, the Board of Directors may elect to file a claim of lien against the Lot of an Owner by recording a notice setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c) the legal description and municipal address of the Lot against which the lien is claimed; and (d) the name of the Owner of the Lot as shown upon the records of the Association. The notice of lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall be prior to any declaration of homestead rights and any other lien, encumbrance or Mortgage encumbering the Lot; provided, however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien created by the notice of lien. The lien shall secure all amounts set forth in the notice of lien, as well as all subsequently accruing amounts (including reasonable attorneys' fees). The lien shall continue until the amounts secured by it and all subsequently accruing amounts (including reasonable attorneys' fees) are fully paid or otherwise satisfied. When all amounts claimed under the notice of lien and all other costs (including reasonable attorneys' fees) and Assessments which have accrued subsequent to the filing of the notice of lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Louisiana. The lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a previously recorded First Mortgage shall extinguish the lien, but it shall not relieve the purchaser or the transferee of the Lot from liability for, or the Lot from the lien of, any Assessments, late charges, interest and costs of collection (including reasonable

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

Article 8 General Restrictions Applicable to Property

8.1 Restrictions on Use. The following restrictions on use shall apply equally to the Property and each Lot: **(SEE RULES AND REGULATIONS FOR ADDITIONAL RESTRICTIONS)**

- 8.1.1 Residential Use Only.** Lots shall be used for residential purposes only. No part of any Lot shall be used for apartment houses, group homes, offices, for the conduct in the home of occupations such as medical or other offices or shops of any kind. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects. No school, church, assembly hall or group home of any kind (including without limitation any "community home" as defined in La.R.S. 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such.
- 8.1.2 No Temporary Structures.** No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently. Temporary structures are permitted only in connection with the construction of Improvements on the Property and must be removed within one hundred twenty (120) days from being placed on the Property. No residence may be occupied until it has been completed in accordance with approved plans and specifications.
- 8.1.3 Free of Debris.** No Lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the Lot immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free of noxious odors and insects. No building materials may be kept on site except in connection with the construction of Improvements approved by the Review Board, and must be removed upon completion of such construction.
- 8.1.4 Lot Maintenance.** Until the Lot is substantially cleared, the Owner shall clean and mow an area from the street curb to twenty (20) feet behind the street curb on the Lot. If a Lot is substantially cleared, the Owner thereof shall keep the grass, weeds and vegetation on said Lot mowed at regular intervals and keep the Lot free from rubbish, trash and debris so as to maintain the same in a neat and attractive

manner. Each individual Owner shall be responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all times. If weeds or grass are allowed to grow in excess of 8" or if rubbish or trash, etc. is allowed to remain on any Lot in such amounts as shall be considered unsightly, the Committee shall notify the Owner of the condition. If after ten (10) days, no action is taken, the Review Board may cause such work to be performed and the Owner of such Lot shall be billed \$60 per mowing, \$100 for trash removal and such additional amount as may be imposed by the Association from time to time. The Declarant (or the Association) shall have lien rights to enforce payment of any charges herein.

8.2 Review Board. There is hereby created **Laurel Hill Architectural Review Board** to be composed of up to four individuals appointed by the Board (the "Review Board"). The initial members of the Review Board shall be appointed by the Declarant. Except during the Appointment Period, two of the members of the Review Board shall be Owners. The members of the Review Board shall serve for one year terms, unless removed by the Board of Directors prior to expiration of the term and shall serve without pay or any other compensation. The first members of the Review Board are:

- a) Princeton Bardwell, and
- b) Scott Bardwell

8.3 Prior Plan Approval and Scope of Review. All plans for the construction or physical alteration of any Improvements to or on a Lot shall be submitted to the Review Board in advance according to the following procedures:

8.3.1 Specific Plan Requirements. No Improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereto be made, on any Lot, until: (a) plans and specifications prepared by an architect, architectural designer or drafting service, showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the Lot shall have been submitted to and approved in writing by a majority vote of the Review Board and a copy thereof as finally approved lodged permanently with the Review Board; and (b) the name of the builder is submitted in writing by the Owner to the Review Board and approved.

8.3.2 Number of Plans. Two sets of plans, including plot plan, must be submitted for Review Board approval. One set of plans shall be retained by the Review Board and signed for approval and one set of plans shall be returned to the Owner. The Owner shall submit a nonrefundable review fee as determined by the Board of Directors when submitting plans to the Review Board for approval as set forth in Section 8.8.

8.3.3 Scope of Review. The Review Board shall review the plans to ascertain that the Improvements will thoroughly comply with all of the restrictions set forth in this Declaration. In order to assure that location and size of Improvements will be harmonious, that the maximum amount of view will be available to each house, that

the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of the other houses, large trees, common facilities and similar considerations, the Review Board shall have the absolute and sole right to control and decide the minimum square footage, precise site, location, and orientation of any house, dwelling or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot to recommend a specific size and site, and provided, that in the event an agreed size and/or location is stipulated in writing in the contract of purchase by Declarant, the Review Board shall approve automatically such sizes and/or locations for a residence. The criteria for approval by the Review Board is intended to be subjective and not objective and all criteria for approval or disapproval for proposed plans cannot be determined in advance of presentment. Each Owner hereby agrees to such subjective criteria for approval by the Review Board.

- 8.3.4 **Standards for Review.** The Review Board shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient.
- 8.3.5 **Construction Standards and Design Guidelines.** The Review Board has published, as part of the Rules and Regulations, the manual entitled "Construction Standards and Design Guidelines" that shall serve as a guide for the construction of improvements in Laurel Hill. These guidelines shall be utilized by the Review Board in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Review Board may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants.
- 8.3.6 **Review Time Period and Fees and Deposits.** In the event the Review Board fails to approve or disapprove within thirty (30) days any matter (including plans and specifications) which has been submitted to it, approval shall be deemed given by the Review Board, however, all other provisions of this Declaration shall continue to apply. The Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be \$100 dollars and the Review Board shall have the right to change this amount from time to time. The Review Board shall also require an initial construction deposit of \$500 as security for compliance of the construction of Improvements in accordance with plans approved by the Review Board, as more fully set forth in Section 8.3.11. For subsequent Improvements, changes or alterations of any kind made on the Lot, the initial construction deposit shall be determined by the Review Board.
- 8.3.7 **Finality of Decision.** The decisions of the Review Board shall be in its sole discretion and shall be final, binding and nonappealable.

- 8.3.8 **Variances.** The Review Board at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems are appropriate. Further, written approval of the Review Board must be obtained by an Owner for any waiver of the City of Baton Rouge/Parish of East Baton Rouge (the "City/Parish") Zoning Ordinances the Owner seeks to obtain; any waiver granted by the City/Parish without the prior written approval of the Review Board must nevertheless receive Review Board approval. The Review Board shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against an Owner to enforce these restrictions.
- 8.3.9 **Indemnification.** Each member of the Review Board shall be indemnified by the Owners of Lots against all liabilities and expenses, including attorney fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Review Board at the time such expenses are incurred, unless the member of the Review Board is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Review Board may be entitled but shall be in addition to such other rights.
- 8.3.10 **Foundations and Improvements.** Foundations and Improvements shall be designed by the builder, designer or architect of each Lot. The Review Board's approval of construction plans for a Lot is limited to those matters covered in this Declaration and not structural design or engineering, for which the Review Board takes no responsibility.
- 8.3.11 **Construction Deposit.** Prior to commencement of construction on any Lot, the Owner shall make (or the Owner shall cause his builder to make) a \$500.00 construction deposit payable to Laurel Hill Property Owners Association, Inc. The purpose of the construction deposit is to insure a clean job site, compliance with the restrictions contained in this Declaration, 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 Review Board to the Association, and to the Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in Laurel Hill, "rutting" of any rights of way, servitudes or other Lots in Laurel Hill caused by construction related vehicles, the spilling of concrete on any streets or other areas of Laurel Hill and any trash or debris dispensed in Laurel Hill. If the violation or damage has not been corrected within ten (10) days after the date of the notice, the violation or damage may be corrected by the Review Board or the Association and the cost of the same shall be charged to the Owner. Said amount will be deducted from the construction deposit until said deposit is exhausted, at which time the 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 days after the date of such bill. If no violations or damage occurs, the construction deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of Improvements on the Lot in accordance with the approved plans and completion

of landscaping as set forth in this Declaration. To the extent any of the construction deposit was spent for correction of any violations or damage, any balance will be refunded to the Owner after the satisfactory completion of the Improvements and landscaping.

8.4 Restrictions on Improvements. All Improvements on each Lot shall comply with the following restrictions:

- 8.4.1 Building Height and Garages.** No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half (2½) stories in height, with a private garage for not more than three (3) cars, and other accessories incidental to residential use of the Lot, such as swimming pools, bathhouses and/or gazebos. No vehicles or trailers may be parked on a regular basis on the street or street right of way overnight. (The terms "parked" and "on a regular basis" shall have such meaning as defined by the Board of Directors in their sole discretion.) Any parking pad shall be screened from the street with landscaping. Private garages shall load from the side. If any part of a garage is located on the front one-half of a Lot, it must be fully enclosed on any side visible from the street and have an approved garage door. Houses constructed on corner lots shall include an attached or detached fully enclosed garage with a standard garage door.
- 8.4.2 Building Size.** Minimum allowed square footage of heated area of Dwelling Unit, exclusive of porches, breeze ways and garages, for most lots shall be 2,200 square feet, except as to Lots 7, 8, 13, 14, 27-37 and 50-55, in which event such minimal allowed square footage shall be 2,600 square feet. For those Dwelling Units more than one story in height, the first floor shall contain a minimum square footage of heated area of Dwelling Unit, exclusive of porches, breeze ways, and garages, of 1,500 square feet.
- 8.4.3 Exterior Materials.** Any residence erected, placed or altered shall be constructed of brick, dryvit, stucco, horizontal wood or smooth hardboard lap siding (including combinations thereof) and shall not be constructed exteriorly of imitation brick, stone, plywood or sheet hardboard siding products, exposed concrete or concrete block or aluminum/vinyl siding and/or soffit and fascia. Not more than sixty (60%) percent of the exterior shall be material other than brick unless otherwise approved by the Review Board. All painted exteriors must have at least two (2) coats of paint.
- 8.4.4 Fireplace Material.** Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be screened from view with brick, stucco or synthetic stucco. The top of the chimney must be covered by a chimney cap made of stucco, brick, copper or a dark galvanized metal. An exposed spark arrester on a manufactured fireplace flue is not acceptable.
- 8.4.5 Wood Windows.** All windows facing any street must be wood. The Review Board shall have the sole and absolute discretion to alter this requirement.

- 8.4.6 **Fences.** No fence or wall shall exceed six (6) feet in height nor be erected on a Lot beyond the front building setback line of that Lot. All fencing material must be brick, wrought iron, aluminum alloy (in the style of wrought iron, black or black/green color only) and wood as described below. All wood fences must be made of cedar, cypress, treated pine or redwood or other natural material of similar appearance. If wood fences are erected using metal posts, such metal posts shall not be visible from any other Lot or from any street. Any fence constructed at the rear lot line of Lots 31-55 must be of a "shadow box" design, treated pine wood material only and six (6) feet high. Sections of fence must match the sections of fence to which they attach in style, lumber, specifications and workmanship of construction. Walls and fences must be approved by the Review Board prior to installation.
- 8.4.7 **Driveways.** All driveways shall be constructed of brick, stone or concrete. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted. Driveways shall only be on the side of the Lot designated by the Review Board. The placement of driveways shall be in accordance with specifications shown on the "Driveway Plan" found in the Rules and Regulations.
- 8.4.8 **Roofs.** The minimum roof pitch shall be 7/12. A-1 roofing shingles must be laminated or "Architectural Style", such as Prestique Brand or equivalent. Roof materials shall be various shades of black, gray or earth tones (no black).
- 8.4.9 **Ceiling Height.** All residences shall be constructed with at least eighty (80%) percent of the ceiling on the ground floor to be not less than nine (9') feet high. Each home's entrance shall have a recommended minimum plate height at entrance of ten (10') feet.
- 8.4.10 **No Garage Apartments.** No garage apartment shall be built on any Lot.
- 8.4.11 **Servitudes.** Servitudes for installation, maintenance of fences, utilities and drainage facilities are reserved as shown on the Final Plat.
- 8.4.12 **Underground Utilities.** This subdivision will be served by underground utilities only. Electric service from the electric distribution system to each residence shall be underground.
- 8.4.13 **No Satellite Dishes.** No outside above-ground electrical lines, radio or television antennas, satellite dishes, flagpoles, clotheslines or other hanging devices shall be allowed unless approved by the Review Board.
- 8.4.14 **Playground Equipment.** Playground equipment and swing sets may be made of wood or metal or high quality plastic provided the plastic material is of neutral color. Equipment must be kept in good condition, that is free of rust, chipping paint and mildew. Wood is recommended. All such playground equipment must be placed in the rear of the residence ONLY. All such equipment must be screened from view with adequate landscape shrubbery or fencing so as not to be visible from streets or common areas.

8.4.15 Basketball Goals. Basketball goals are permitted, however, under no circumstances are basketball goals allowed to be attached to any part of a residence or other structure.

8.4.16 Window Coverings. No foil, sheets, reflective materials, paper or bright colors shall be used on any windows for drapes, sun screens, blinds, shades or other purpose. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the home.

8.4.17 Skylights/Solar Collectors. Skylights shall not be located on the front elevation of the home. Only flat skylights shall be allowed. No bubble skylights will be permitted. Solar collectors may be placed in the rear of homes only, subject to the approval of the Review Board. Skylights and solar collectors must be shown on plans when submitted.

8.3.18 A/C Compressors, Utility Boxes, Gas/Electrical Meters, Pool Equipment. All air-conditioning compressors, utility boxes, gas/electrical meters and pool equipment must be visually screened from the street and from sideyard view by appropriate fencing, screening or landscaping.

8.4.19 No Window Units. Window and wall air conditioning units are expressly prohibited.

8.5 Drainage. The Owner of a Lot is responsible for providing for "positive" storm water drainage in the direction indicated in the drainage plan for Laurel Hill on file with the Department of Public Works of East Baton Rouge Parish. Drainage may be surface and/or subsurface. An Owner shall not impede or modify the natural drainage flow of any lot in any manner that will adversely affect other Owners. The Review Board or any other Owner shall have the right to bring legal action to enforce this restriction.

8.6 Completion of Improvements. The exterior construction of any building started on a Lot must be completed within six (6) months following the pouring of the foundation for that building. If such Improvements are not completed within the time period specified in this section, then the Owner shall remove the foundation from the Lot and restore the Lot to a clean and attractive appearance.

8.7 Fill to Lot. No Owner shall add fill to a Lot so as to adversely affect the drainage of any adjoining Lot or as to increase the cost of installing foundation footings on any adjacent Lot.

8.8 Combination of Lots. Subject to the approval of the Review Board, nothing in this Declaration shall prohibit an Owner of any two adjoining Lots having frontage on the same street from erecting a residence on the two Lots, which shall be considered, for the purpose of this Declaration, as one Lot.

8.9 No Resubdivision. No Lot or Lots shall be sold except with the description as shown on the Final Plat; provided, however, that any Lot or Lots may be subdivided or re-platted with written consent of the Declarant or Review Board. No Lot may be resubdivided if the resulting

Lot has less frontage on a street without obtaining the consent of the Review Board and of two-thirds (2/3) of the Lots on the affected street.

8.10 Outside Lighting, Etc. Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Review Board, and any standard adopted respecting any restrictions in this regard shall be final.

8.11 Landscaping. Landscaping, whether initial or substantial revision, shall be installed pursuant to the minimum requirements established in the Rules and Regulations ("Landscape Requirements"). Initial Landscaping shall be installed by the Landscape Completion Date. The front yard must be completely sodded with centipede grass or one of equal quality, in default of which the Review Board may cause such work to be performed and may demand and sue for reimbursement for such costs and legal fees. Such amount shall be considered an Assessment and may be enforced in accordance with Article 7. A deposit will be due to the Review Board by the Owner if the required landscaping is not completed prior to occupancy. The landscape deposit may be adjusted by the Board of Directors from time to time.

8.12 Mailboxes. All mailboxes must be of the same design, material and paint color as specified and approved by the Review Board. Specifications, prices and place of purchase will be provided and must be approved by the Review Board before installation.

8.13 Grade Elevation. The minimum finished grade of elevation of any residence or permanent structure constructed within the Property shall be as required by the City/Parish Department of Public Works.

8.14 Parking of Mobile Homes, Vehicles and Commercial Vehicles. The keeping of a mobile home or trailer, either with or without wheels, on any Lot covered by this Declaration is prohibited. A motorboat, or other similar water borne vehicle, or recreational vehicle (RV) or motor home, may be maintained, stored or kept on any Lot only if kept completely hidden from view of the street, and only if housed completely within a structure which has been approved by the Review Board or only if the location on the Lot has been approved by the Review Board in advance. There shall be allowed no overnight parking of school buses, 18-wheeler vehicles or any other type of commercial or work vehicles or trucks of any kind in the driveway of any Lot or on the streets of Laurel Hill. There shall be allowed no routine parking of vehicles belonging to Owners on the streets of Laurel Hill.

8.15 No Signs. No signs of any kind, except standard real estate signs (not exceeding five (5') square feet in size), seasonal decorations or signs required by law to be posted, shall be displayed to the public view on or from any Lot without the prior consent of the Review Board or its agents.

8.16 No Noxious Activity. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other Owners of Lots (including loud music). No offensive or unlawful use shall be made of any Lot, the Common Area, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance or modification, are enforceable in the same way as the responsibility for the maintenance and repair of the Lot concerned.

8.17 Landscaped Areas. Nothing shall be altered or constructed in or removed from the Common Areas as shown on the Final Plat area, except upon the written consent of the Review Board. There shall be no storage or obstructions placed or parking on any Common Area without the prior written consent of the Review Board.

8.18 Responsibility for Lots. Each Owner shall be responsible for the maintenance of all landscaping on his Lot, and for maintaining his Lot, residence, driveway, and all other buildings 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. Maintenance shall include, but is not limited to, painting or replacement of roofs, gutters, down spouts, and exterior building surfaces and any other necessary maintenance.

8.19 Building Setbacks. Unless approved in advance by the Review Board (and provided that the placement on a Lot does not violate any zoning or subdivision ordinances or regulations), no residence, building or structure, or part thereof, of any kind shall be located nearer than five feet (5') to any Lot boundary, unless a greater distance is shown on the Final Plat or required by the City/Parish, except that the front minimum building setback line for all Lots shall be twenty feet (20'). (See Final Plat for setback lines for Lots 1 and 27.)

8.20 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the property, provided that up to three (3) generally recognized house pets may be kept in a Dwelling Unit; provided, however that such pets are not kept or maintained for commercial purposes or for breeding. Such pets shall not be permitted upon the Common Areas unless accompanied by an adult and unless carried or leashed. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and other Owners free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet within the Property. All pets shall be registered and inoculated as required by law.

Article 9 Miscellaneous

9.1 Right of Amendment. The Declarant reserves the right, during the Appointment Period, to amend this Declaration one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Declarant. Any amendment of this Declaration shall be in writing and shall be effective when filed for Recordation in East Baton Rouge Parish, State of Louisiana. Any amendment may increase or decrease lot sizes, square footage requirements, or otherwise make the Declaration more or less burdensome as determined by the Declarant to be in furtherance of the development of Laurel Hill.

9.2 Term of Declaration. Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Declaration shall be effective until December 31, 2025, and thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Owners holding at least two-thirds (2/3) of the voting power of Association. The termination of this Declaration shall be effective upon the Recordation of a certificate, executed by the President or Vice President and the Secretary or an Assistant Secretary of the Association, stating that this Declaration has been terminated by the vote of Owners as provided herein.

9.3 Amendment of Declaration by Owners. Except as may otherwise be provided in this Declaration, and subject to provisions elsewhere contained herein requiring the consent of Declarant or others, any covenant, condition, restrictions, servitude or other provision contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by a vote of the Members of the Association holding at least two-thirds (2/3) of the voting power of the Association, present in person or by proxy at duly constituted meetings. Any amendment may increase or decrease lot sizes, square footage requirements, or otherwise make the Declaration more or less burdensome as determined by the Owners to be in furtherance of the development of Laurel Hill.

9.4 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration or any addition hereto or any other Amendment of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of a certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal of any provision of this Declaration shall terminate at such time as the last Lot has been sold and conveyed by Declarant or until Declarant shall voluntarily relinquish this requirement for its consent, whichever shall be first to occur.

9.5 Priority of First Mortgage Over Assessments. Each First Mortgagee who obtains title to the Lot encumbered by such First Mortgage, pursuant to the remedies provided in such First Mortgage, by judicial foreclosure or by deed or assignment in lieu of foreclosure, shall take title to such Lot free and clear of all claims for unpaid Assessments or charges against such Lot which accrued prior to the time such First Mortgagee acquires title to such Lot, other than allocation of any deficiency prorated among all Owners of the Association.

9.6 Enforcement by Self Help. Declarant or the Association or any authorized agent of either of them, may enforce, by self help, any of the covenants, conditions, restrictions, servitudes or other provisions contained in this Declaration, provided such self help is preceded by Notice and Hearing as set forth in the By-Laws, unless an emergency exists. The Declarant and Association shall have such other enforcement rights as allowed or granted under law.

9.7 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

9.8 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the Association shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

9.9 Limitation on Liability. The Association, the Board of Directors, the Review Board, Declarant, and any Owner, agent or employee of any of the same shall not be liable to any person arising out of the enforcement or failure to enforce any provision of this Declaration if the action or failure to act was in good faith and without malice.

9.10 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes set forth herein.

9.11 Governing Law. This Declaration shall be construed and governed under the laws of the State of Louisiana.

9.12 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

9.13 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

9.14 Captions for Convenience. The table of contents, titles, headings and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions contained herein.

9.15 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established by this Declaration governing the Common Area; together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan.

9.16 **Conflicts in Legal Documents.** In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or By-Laws, this Declaration shall control. In case of conflicts in the provisions of the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date stated above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

Witnesses:

Anna C. Grossman
Jeffrey M. Hale

Laurel Hill Associates LLC

By:

Princeton Bardwell
Princeton Bardwell, Manager

Jeffrey M. Hale
NOTARY PUBLIC

Exhibit "A"

PROPERTY DESCRIPTION

Fifty five (55) certain lots or parcels of ground, and all surrounding common area, located in that certain subdivision in the Parish of East Baton Rouge, State of Louisiana, known as Laurel Hill, being more particularly described as shown on the survey entitled "Laurel Hill Associates, L.L.C.", made by GWS Engineering, Inc. and dated May 16, 2000, recorded with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana, at Original 312, Bundle 11127, on June 7, 2000, as Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty One (21), Twenty Two (22), Twenty Three (23), Twenty Four (24), Twenty Five (25), Twenty Six (26), Twenty Seven (27), Twenty Eight (28), Twenty Nine (29), Thirty (30), Thirty One (31), Thirty Two (32), Thirty Three (33), Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), Thirty Eight (38), Thirty Nine (39), Forty (40), Forty One (41), Forty Two (42), Forty Three (43), Forty Four (44), Forty Five (45), Forty Six (46), Forty Seven (47), Forty Eight (48), Forty Nine (49), Fifty (50), Fifty One (51), Fifty Two (52), Fifty Three (53), Fifty Four (54) and Fifty Five (55) said subdivision, said lots having such dimensions and measurements and being subject to such restrictions, servitudes, building and setback lines as shown on said survey.

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RULES AND REGULATIONS

Pertaining to the

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

LAUREL HILL SUBDIVISION
BATON ROUGE, LOUISIANA

JUNE 12, 2000

CONTENTS:

- Section "A" - Construction Standards and Design Guidelines
 - Section "B" - Construction Conduct
 - Section "C" - Driveway Plan
 - Section "D" - Landscape Requirements
-

SECTION "A"

CONSTRUCTION STANDARDS AND DESIGN GUIDELINES

It is required that your home designer and homebuilder be provided with a copy of this section.

The Declaration of Covenants, Conditions and Restrictions of Laurel Hill ("Declaration") creates an Architectural Review Board ("**Review Board**") which function is to review (and approve or disapprove) plans for any proposed construction or alteration within Laurel Hill. The Declaration grants the Review Board broad discretionary powers over and pertaining to the aesthetic impact of design, construction and development including architectural style, colors, textures, materials, landscaping, overall impact on surrounding property and other aesthetic matters. This design review manual ("**Manual**") has been prepared by the Review Board as a guide for builders and Owners in their selection of concepts for construction within the subdivision. This Manual is not intended to, nor does it, include all building, use and other deed restrictions associated with Laurel Hill and accordingly, each builder and Owner must familiarize themselves with the provisions of the Declaration. The inclusion of any recommendation in this Manual shall not preclude the Review Board's authority to disapprove any proposed matter for any reason.

Final Approval: No construction of a building or structural improvements; no landscaping or other site improvements (such as fences); and no alteration or addition to any existing structure or site improvement shall be made on any property until the plans and specifications showing the proposed design, nature, kind, shape, size, color, material and location of same shall have been submitted to and shall have received final written approval by the Review Board. Builders or Owners requesting final approval of any improvement shall submit sufficient exhibits to demonstrate a compliance with standards and requirements of this Manual. Construction shall commence within six (6) months from date of final approval or final approval is void.

1. **Review Process:**

Two (2) complete sets of plans is required for submission. Submission for plan approval should include the following:

- A. Plot plan showing location of the structure(s) on the lot, including dimensions of lot, servitudes, etc., and building setbacks for front, side and rear of one inch = twenty feet scale. REFERENCE FINAL PLAT FOR LOT DIMENSIONS, SERVITUDES, BUILDING LINES, ETC.
- B. Floor plans showing all floors of the home on a scale of one quarter inch = one foot.
- C. Front, rear and side elevations on a scale of one quarter inch = one foot.
- D. All elevations shall show type of exterior materials, vertical heights, roof pitch and notations regarding trim and detailing.

E. All exterior finish colors and material samples (brick, stucco, shingles, etc.) shall be submitted for approval with plans or prior to installation.

F. Incomplete submissions will not be considered.

2. Size, Height and Set-Back Requirements:

A. Minimum allowed square footage of heated area of Dwelling Unit, exclusive of porches, breezeways and garages, for most lots shall be 2,200 square feet, except as to Lots 7, 8, 13, 14, 27-37 and 50-55, in which event such minimal allowed square footage shall be 2,600 square feet. For those Dwelling Units more than one story in height, the first floor shall contain a minimum square footage of heated area of Dwelling Unit, exclusive of porches, breezeways, and garages, of 1,500 square feet.

B. Buildings shall be limited to 2 ½ stories and 38 feet in height; measured from the finished grade of lot to peak of roof.

C. The minimum front set back for homes is twenty (20) feet. Minimum side yard set back is five (5) feet except for corner lots. Other applicable set-backs are as shown on the Final Plat.

3. Landscaping and Fencing:

A. No detailed landscaping plan must be submitted to the Review Board. However, strict adherence to the Landscape Requirements as set forth in the Rules and Regulations is required.

B. Any builder or owner who does not complete the required landscaping prior to the Landscape Completion Date as defined in the Declaration, shall pay a fine of \$10 per day to the Association for each day the landscaping is delayed beyond the Landscape Completion Date. The Declarant or the Association shall have lien rights to enforce payment of any fine so levied.

C. No fence or wall shall exceed six (6) feet in height nor be erected on a lot beyond the front building setback line of that lot. All fencing material must be brick, wrought iron, aluminum alloy (in the style of wrought iron, black or black/green color only) and wood. All wood fences must be made of cedar, cypress, treated pine or redwood or other natural material of similar appearance. If wood fences are erected using metal posts, such metal posts shall not be visible from any other lot or from any street. Walls and fences must be approved by the Board prior to installation.

4. Driveways and Walkways:

- A. The location of driveway shall be in accordance with the locations indicated in the section entitled "Driveway Plan" included herewith .
- B. Driveways shall be no nearer than one (1) foot from the side property line and have a turning radius of not less than nineteen (19) feet.
- C. Walkways must consist of hard surface path such as brick, concrete or aggregate, with a minimum width of forty-two (42) inches.

5. Architectural Standards:

A. Roofs and Ceilings:

- i. All front facing roof pitches shall have a minimum of seven (7) foot rise for every twelve (12) feet of horizontal projections. (Any roof pitch less than "7/12" must be specifically approved by the Review Board).
- ii. Minimum roof composition shall be Composite Architectural Cut shingle. Other roofing materials of slate or cedar or "false shadowline" style shingles may be approved on a case by case basis.
- iii. Roof materials shall be various shades of black, grey or earth tones but not black.
- iv. Each home's entrance shall have a recommended minimal plate height at entrance of ten (10) feet and 80% of the ground floor ceiling shall not be less than nine (9) feet in height, unless otherwise approved by the Review Board.

- B. Fireplaces: Uncovered galvanized metal fireplace flues and chimneys are not permitted. Chimneys shall be brick, stucco or synthetic stucco and must have a Review Board approved cap of brick, slate, terra cotta, anodized aluminum or copper.
- C. Stack vents must be located in the rear of the home when possible. If vents must be in any location other than the rear of the house, they must be of material and color acceptable to the Review Board.
- D. Skylights shall not be located on the front elevation of the home. Only flat skylights shall be allowed. No bubble skylights will be permitted. Solar collectors may be placed in the rear of homes only, subject to the approval of the Review Board. Skylights and solar collectors must be shown on plans when submitted.
- E. Cornice and Trim: The use of crown molding or other similar trim is encouraged. All fascia and soffits shall be wood only - no vinyl or aluminum allowed.

-
- i. Frieze boards shall be a minimum of one (1) inch by four (4) inch.

F. Exterior Wall Materials:

- i. Acceptable wall materials shall include any of the following:
 - a. Dryvit or Stucco
 - b. Standard or queen size face brick. Use of king size brick is prohibited. No imitation brick or stone, masonite or aluminum/vinyl siding is allowed. Not more than 60% of the exterior shall be of an approved building material other than brick unless otherwise approved by the Review Board. Brick samples shall be submitted with construction plans for prior approval or prior to installation. Genuine "old salvage brick" is preferred but "simulated" old salvage brick is acceptable provided the product is pre-approved and is installed with a sack finish and wide joints.
 - c. Horizontal wood or smooth hardboard lap siding
- ii. The following shall not be permitted:
 - a. Artificial or simulated stone veneers
 - b. Plywood or sheet hardboard siding products
 - c. Exposed concrete block or exposed concrete
 - d. Aluminum/vinyl siding and/or soffit and fascia
- iii. All exterior colors are subject to Review Board approval. No "strong" colors will be allowed and selected colors will be subject to other homes in "line of sight".
- iv. There shall be no change of exterior materials at outside corners of the home.
- v. Exterior wall materials used on out buildings shall conform to the residence, i.e., shall be of the same architectural design and be constructed of similar materials.

G. Windows and Shutters

- i. Shall be of any of the following types:
 - a. Wood double hung

-
- b. Wood casement
 - c. Wood fix sash
 - d. White or other neutral color aluminum
 - ii. All windows facing any street shall have divided light and must be made of wood and cased in brick mold.
 - iii. Only wood shutters will be allowed with appropriate proportions (1/2 the width of the window).
- H. Stoops and Steps:
- i. Concrete stoops and steps shall not be permitted.
 - ii. Acceptable materials for stoops and steps shall include:
 - a. Brick
 - b. Stone
 - c. Exposed aggregate
 - c. Slate
- I. Foundations: if over eight (8) inches of slab is exposed, it must be shielded from the street with brick overlay.
- J. Gutters: Only half round copper gutters with round downspouts or painted metal that is architecturally profiled will be approved on a case by case basis. Vinyl gutters will not be allowed.

[END OF SECTION]

SECTION "B"

CONSTRUCTION CONDUCT

Builders and Owners are advised that the Declaration has granted to the Review Board broad discretionary powers regarding the remedy or removal of any non-complying improvement constructed within Laurel Hill. Plan revisions may be requested by the person submitting the plan after the final approval of the plans, but the proposed revisions must receive the written approval of a member of the Review Board before any changes are made. In this regard, if the Review Board finds that any improvement was not performed or constructed in substantial compliance with the submittals receiving final approval, or without an executed Plan Revision, the Review Board may remedy or remove the non-complying improvement, and charge the action to the builder or Owner.

LICENSED CONTRACTORS: Builders must be Licensed Residential Contractors.

CONDUCT: All builders and Owners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a builder or Owner shall be responsible for the following:

1. Jobsite - Builders are required to ensure that the construction site is kept clean and free of debris and waste material, and that stockpiles of unused materials are kept in a neat and orderly fashion. The builders shall provide and maintain a waste can for all trash. Each builder and/or Owner shall confine his/her building activities and storage of materials and trash to his/her respective lot.
2. Violation of Restrictions - It shall be the builder's responsibility to ensure that subcontractors and/or other workers do not commit any violation of the Rules and Regulations of the Declaration.
3. Loud Music - Loud radios or other devices on the jobsite shall not be permitted.
4. Utility Line Usage - Builders will use only the utilities provided on the immediate site on which they are working.
5. Damages - Any damage to street and curbs, drainage inlets, street lights, street signs, mailboxes, walls, etc., will be repaired by the Review Board and such costs will be deducted from the \$500 construction deposit. If the cost of repairs exceeds the amount of the damage deposit, the responsible Owner will be billed the difference.
6. Spillage - Operators of vehicles are required to see that they do not spill any damaging materials while within the community and if spillage of a load occurs, operators are responsible for cleaning up. If an operator does not clean up a spill, the cost of the clean up will be deducted from the \$500 damage deposit. If the

cost of a clean up exceeds that of the damage deposit, the responsible property owner/builder will be billed the difference. PLEASE REPORT ANY SPILLS TO THE REVIEW BOARD IMMEDIATELY.

7. Utility Line/Pipe, Cuts/Repairs - If any telephone, cable TV, electrical, water, etc., lines are cut, it is the builder's responsibility to report such an accident to the appropriate utility IMMEDIATELY. The cost of repairs will be the responsibility of the Owner.

8. Concrete Truck Washouts - Concrete trucks may be washed out on the site where they have just poured the slab ONLY. Concrete trucks may NOT be washed out on adjacent lots (whether vacant or not), common grounds, medians, cul-de-sacs, on any street, sidewalk, or undeveloped property. There will be NO EXCEPTIONS. The builder is to designate a washout area on the lot where the pour is taking place and notify the concrete truck driver as to where it is.

9. Signs - No sign of any kind, except standard real estate/builder signs, shall be displayed to the public view on or from any building site without prior consent of the Review Board. Signs attached to trees are expressly prohibited.

10. Port-O-Lets - Each home builder shall be required to provide a properly maintained "Port-O-Let" on site during construction. Pooling or sharing the cost of "Port-O-Lets" by builders is permissible.

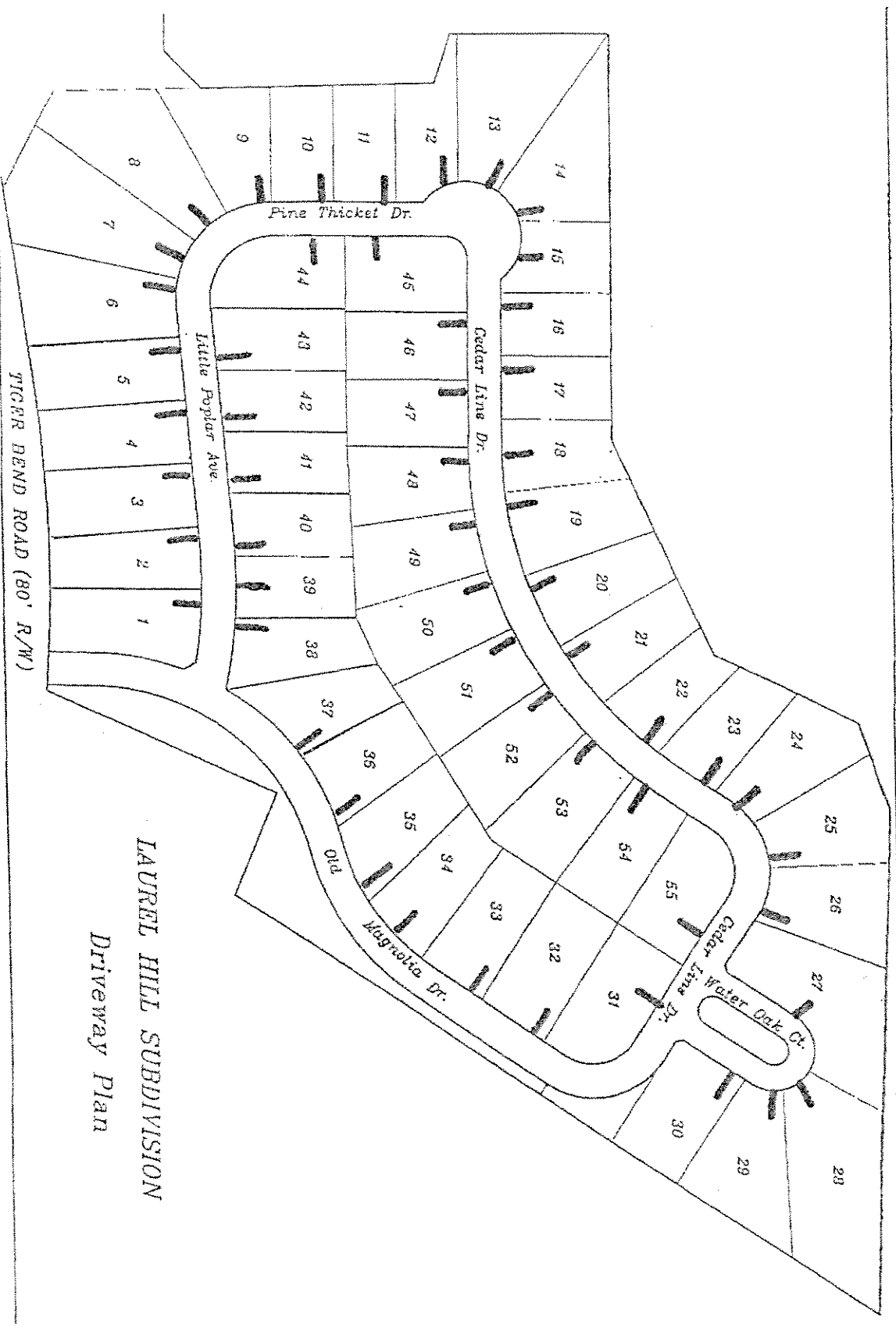
11. Builder Damage Deposit - If there is a problem with the builder not following the rules set forth in these restrictions, the damage deposit will be raised from \$500 to \$2,000 or a stop work order will be issued by the Review Board. A builder who purchases lots for the purpose of building a home for sale must sign a form stating that he has received a copy of the Declaration and that he will be responsible for giving the Declaration to the buyer.

12. Sunday Work - No construction work on Sundays will be allowed other than work that is not noisy, such as painting, without the express written consent of the Declarant or Review Board.

13. Refuse - No trash, ashes or any other refuse may be thrown or dumped on any lot (vacant or occupied). No building materials may be stored on any lot except during the construction period of a residence thereon. No building material or trash may be stored or deposited on any lot other than the one under construction, except with the permission of such other lot Owner. **BURNING OF REFUSE IS PROHIBITED.**

[END OF SECTION]

SECTION "C"
DRIVEWAY PLAN



SECTION "D"

LANDSCAPE REQUIREMENTS

Landscape plans are not required; however, the Owner is to strictly adhere to these requirements. The entire front yard of the home must be landscaped within thirty (30) days of substantial completion of the home (the Landscape Completion Date) and prior to occupancy by the homeowner. Within ninety (90) days after occupancy of the home, the remainder of the landscape planting must be completed. Specific landscape requirements for each homesite shall be determined by utilizing the following minimum landscape design standards:

TREES The Owner shall retain or plant one (1) tree per 2,000 square feet of Lot area, meaning that on an average lot of 12,000 square feet, six (6) trees would be required. The trees must be a minimum two and one-half inch (2.5") caliper, measured twelve inches (12") above the ground. One of the required trees shall be of a type and placed in a location on the Lot as specified by the Review Board. Sixty percent (60%) of these trees shall be planted in the front yard with the remaining forty percent (40%) planted elsewhere on the Lot.

SHRUBS The Owner must plant a minimum of thirty (30) shrubs, at least a three (3) gallon size each, of which sixty percent (60%) are to be planted in the front yard. This requirement may be altered by the Review Board depending on the size of material and overall appearance. For example, fifty (50) shrubs, one (1) gallon size each may be equally acceptable.

BEDS Landscape flower and shrub beds shall be a minimum of four feet (4') in width immediately in front of all main building lines.

SOD Complete sodding of the front yard, and side yards of corner lots, from the front beds or elevation of the home to the curb of the street, shall be required. Certified centipede is suggested, however, the Review Board may approve Bermuda, St. Augustine or Zoysia. Except for corner lots, side and rear yards may be sprigged or seeded. If weather does not allow sodding to be completed within the given amount of time, then an additional \$2,000 Construction Deposit shall be required, which shall be returned when installation of the sod is complete.

CORNER LOTS Corner lots are considered to have two (2) front yards, for landscaping purposes, therefore, two-thirds of the required plant materials (trees and shrubs) are to be planted in this area. One-third of the required plants are to be planted in the rear yard for corner lots.

OTHER All air-conditioning compressors, air-conditioning window units (if otherwise allowed), utility boxes, gas/electrical meters and pool equipment, pet housing and compost areas must be visually screened from the street, park areas, and sideyard view by appropriate fencing, screening or landscaping. Details shall be submitted with the landscaping plan to the Review Board for approval. If landscaping is used for such screening, plant materials must be at least as high as units being screened, four feet (4') minimum. Evergreen plants shall be used for screening purposes and must be of a type that does not "die back or meltdown" in freezing temperatures. All of such screening must be completed prior to home occupancy.

Notwithstanding the above to the contrary, if at least the front yard landscaping is not completed prior to occupancy of the home, then the Owner thereof shall escrow \$4,000 with the Association. Such escrow funds shall only be released to the Owner after completion of all the landscaping on the Lot (front, rear and side yards) as required herein. The escrowed funds in this paragraph are in addition to any requirements for an increase in the Construction Deposit as provided in Section B, Paragraph 11 herein.

RECOMMENDED PLANT MATERIALS

The Recommended Plant Materials List below contains suggested plant materials. These materials were chosen for their compatibility with both the Baton Rouge climate and the overall design theme. Other trees, shrubs and ground covers may be used with the approval of the Review Board.

Recommended Plant Materials:

TREES

Large

Live Oak
Cherry Bark Oak

Willow Oak
Cypress

Southern Red Oak

Medium

River Birch
Silver Maple
American Holly

Swamp Red Maple
Drake Elm
Weeping Willow

Bradford Pear
Savannah Holly
Sweet Bay Magnolia

Small

Crepe Myrtle
Parasol Tree
Oriental Magnolia
Southern Crabapple

Yaupon Holly
Windmill Palm
Cherry Laurel
Purple Leaf Plum

Sweet Olive
Japanese Maple
Wax Myrtle

SHRUBS

Boxwood
Eleagnus
Pittosporum
Philodendron
Hydrangea
Camellia
Ligustrum

Hollies
Red Tip Photinia
Indian Hawthorn
Pyracantha
Dwarf Azalea
Gardenia
Abelia

Nandina
Spirea
Mahonia
Banana
Azalea
Sago Palm
Fatsia

VINES

Carolina Yellow Jasmine
Fig Vine

Confederate Jasmine
English Ivy

Wisteria