

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
FAIR OAKS ESTATES  
AND  
DEDICATION AND TRANSFER OF COMMON PROPERTY**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

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

**FAIR OAKS CORPORATION** (hereinafter referred to as "**the Developer**"), a Louisiana corporation domiciled in East Baton Rouge Parish, whose mailing address is 15959 Highland Road, Baton Rouge, Louisiana 70810, represented herein by Daniel P. Jackson, its duly authorized President; and

**FAIR OAKS ESTATES HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as "**the Association**"), a Louisiana non-profit corporation domiciled in East Baton Rouge Parish, Louisiana, 15959 Highland Road, Baton Rouge, Louisiana 70810, represented herein by Richard Jackson, its duly authorized President;

who did depose and say that the Developer is the owner of a certain parcel of property comprising **Fair Oaks Estates**, in East Baton Rouge Parish, Louisiana ("**the Property**") containing (a) those parcels of land designated as Lots 1 through 19, inclusive, and Lots 21 through 44, inclusive, and Lots 47 through 66, inclusive, (there is no Lot 20, Lot 45, or Lot 46) and (b) a parcel of land designated as TRACT "X" (COMMON AREA), all as shown on a map entitled "Final Plat of Fair Oaks Estates" prepared by R. James Tatum, Inc., on file and of record in the official records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana ("**the official final plat**"). By this act ("**these Restrictions**") the Developer imposes upon the Property the obligations, covenants, restrictions, servitudes and conditions, hereinafter set forth:

**I. DEFINITIONS**

**1.1 Association.** The term "**the Association**" as used in these Restrictions shall mean and refer to **Fair Oaks Estates Homeowners Association, Inc.**, a Louisiana non-profit corporation formed by the Developer to perform the duties delegated to the Association under these Restrictions.

**1.2 Committee.** The term "**the Committee**" as used in these Restrictions (without designation as the Developer Committee or the Homeowner Committee) shall mean and refer to the Developer Committee or the Homeowner Committee, as the context requires under these Restrictions.

**1.3 Common Property.** The term "**Common Property**" as used in these Restrictions shall mean and refer to that area of land designated as TRACT "X" on the official final plat and any other area of land donated to or otherwise acquired by the Association for use as Common Property. Common Property shall also include (a) the landscaping and fence incorporated in the landscape and fence servitudes affecting Lots 2, 3, 65 and 66, as shown on the official final plat, (b) all entrance treatments and improvements, (c) all street signs located on the Property, and (d) all recreational facilities and areas and any others on or within the Property which are designated by the Developer as Common Property from time to time.

**1.4 Developer Committee.** The term "**the Developer Committee**" as used in these Restrictions shall mean and refer to **Fair Oaks Estates Developer Design Control Committee, Inc.**, a Louisiana corporation formed by the Developer to perform the duties delegated to the Developer Committee under these Restrictions.

1.5 **Home.** The term "**Home**" as used in these Restrictions shall mean and refer to (a) a Lot on which a residence has (at any time) been built and a certificate of occupancy has been issued, or (b) a Lot which has been sold by the Developer and on which a residence has not been built and occupied as a residence within one (1) year of the date the Lot was sold by the Developer. In the event the Owner of a Home owns one or more Lots contiguous to the Lot on which the residence is located, then each such Lot contiguous to the Home (and each such additional Lot contiguous thereto) shall be a Home under these Restrictions.

1.6 **Homeowner Committee.** The term "**the Homeowner Committee**" as used in these Restrictions shall mean and refer to the **Fair Oaks Estates Homeowners Design Control Committee** to be formed by the Association, as a committee of the Association, to perform the duties delegated to the Homeowner Committee under these Restrictions and such other functions as may be delegated to the Homeowner Committee by the Association.

1.7 **Lot.** The term "**Lot**" as used in these Restrictions shall mean and refer to any portion of the Property designated as a numbered plot of land on the official final plat.

1.8 **Owner.** The term "**Owner**" as used in these Restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Developer. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

1.9 **Lake.** The term "**Lake**" as used in these Restrictions shall mean and refer to the excavated area of Tract X that retains and is covered by water.

1.10 **Lake Lot.** The term "**Lake Lot**" as used in these Restrictions shall mean and refer to each Lot that shares a common boundary with Tract X.

## II. PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS

2.1 **Purpose.** The purpose of these Restrictions is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The Property is hereby subjected to the obligations, covenants, restrictions, servitudes and conditions herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot; to protect Owners against such improper use of surrounding Lots as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and secure the erection of attractive residences thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain building site locations and setbacks; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and purchasers of Lots.

2.2 **Nature and Extent.** All obligations, covenants, restrictions, servitudes and conditions of these Restrictions, including, without limitation, the assessment, fine, and penalty provisions, are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner. The obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition of these Restrictions, including, without limitation, the obligation to pay all assessments and fines, shall be also the personal obligation of the Owner of a Lot in favor of the Association and Owners of other Lots. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens, and charges hereinafter set out, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these Restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions of these Restrictions are couched

in general terms, including, without limitation, those dealing with approval by the Committee of proposed plans for improvements on particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these Restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these Restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

### III. HOMEOWNER ASSOCIATION

**3.1 Formation and Purpose.** For the efficient preservation of the values and amenities in the Property, the Developer does hereby delegate and assign the powers of administering and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these Restrictions, and collecting and disbursing the assessments and fines created by these Restrictions to the Association. The Association shall have the obligation to maintain the Common Property. The membership, voting rights, powers and duties of the Association shall be as more fully set forth in the Articles of Incorporation of the Association and in the by-laws of the Association, which Articles of Incorporation and by-laws, as they may from time to time be amended, shall be deemed to be a part hereof by reference thereto. The Association appears herein through its duly authorized officer, and does hereby accept the rights, powers, obligations and duties herein set forth for the Association and the transfer of title to the Common Property on the terms and conditions set forth herein.

**3.2 Membership.** Every Owner, including the Developer, shall be a member of the Association. Membership or the rights and benefits of membership in the Association may not be transferred, assigned, conveyed or otherwise alienated in any manner separately and apart from the ownership of a Lot.

**3.3 Voting Rights.** The Association shall only have one class of membership. Owners shall be entitled to one vote for each Lot in which they hold the interest required to be an Owner. When more than one person is the Owner of a Lot all such persons shall be members of the Association and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. An Owner, including the Developer, owning more than one Lot shall be entitled to one vote for each Lot owned.

### IV. DESIGN CONTROL COMMITTEES

**4.1 Developer Committee.** The Developer does hereby delegate to the Developer Committee the authority to initially carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots.

(a) **Duties.** The Developer Committee shall review all design and construction plans for the initial construction of Homes on Lots. Until a Home is completed on a Lot, no work of any type on that Lot, including any grading or clearing (other than weed or trash removal), may be undertaken without prior approval by the Developer Committee.

(b) **Preliminary Matters.** It is the responsibility of the Owner to acquaint his or her building team with the Developer Committee members. East Baton Rouge Parish has jurisdiction over the Lots and each Owner should contact the appropriate governmental personnel at the beginning of the planning process to insure compliance with all governmental requirements. Also, it is suggested that preliminary plans be submitted to the Committee for review and comment prior to the drawing and submission of final plans for approval; however, full and complete compliance with the final plan approval process provided for in these Restrictions is required.

(c) **Guidelines and Considerations.** The Developer Committee shall approve reasonable residence images, scale proportions, details, materials and finishes as are desirable, appropriate and of the quality and character which the Developer Committee deems are compatible with the standards and character of the subdivision and may exclude any such overall residence images, scale proportions, details, exterior finishes and materials which it deems undesirable or which, in its discretion, detract from the value of any Lot or any Home. Each building design proposed will be reviewed based upon how well it relates to and supports the overall goal of creating a compatible streetscape and fits within the overall neighborhood. The Developer Committee will encourage the creation of aesthetically harmonious relationships among the Homes and other buildings in the subdivision and between the particular Lot and Home. The Developer Committee will guard against the erection of poorly designed, detailed or proportioned structures, or structures being built of improper or unsuitable materials, or inharmonious color schemes, as well as structures which have windows and doors which are improperly proportioned or which are incompatible with one another or are not appropriately proportioned for the structure in which they are to be installed. The Committee will encourage Owners to utilize designs that have not been previously used on the Property. The Committee will not knowingly allow the reproduction of any residence on the Property. No "similar" exterior designs of residences within the "line of vision" of a residence with a like design will be allowed.

(d) **Preliminary Review of Proposed Elevations and Site Plans.** The Developer Committee will, without charge, review a preliminary submittal of proposed building elevations and site plans. It is highly recommended that Owners submit proposed building elevations and site plans as soon as possible for preliminary review by the Developer Committee before proceeding with preparation and submittal of final building plans for approval. Although not the final approval of building plans required by these Restrictions, the preliminary review may provide input to the Owners and their design professionals with important information before full building plans are prepared.

(e) **Applications for Approval of Building Plans.** Each application for approval of building plans by the Developer Committee must be accompanied by such information as is reasonably required by the Developer Committee, including, without limitation, two (2) complete sets of building plans, drawn to scale  $\frac{1}{4}" = 1$  foot. Additional information that may be required by the Developer Committee includes, without, limitation, site plans, building elevations, floor plans, roof plans, door and window schedules, exterior color and material samples, and other information required to be submitted to East Baton Rouge Parish in connection with an application for the issuance of a building permit. Failure to provide information reasonably required by the Developer Committee may result in disapproval of building plans; provided, however, that failure of the Developer Committee to request any particular information or failure of an Owner to provide information requested by the Developer Committee, shall not affect, or limit the effect of, any approval of building plans by the Developer Committee.

(f) **Applications for Approval of Landscape Plans.** Although not required to be submitted at the same time as an application of approval for building plans, each Owner must submit an application for approval of landscape plans prior to commencement of construction. Each application for approval of landscape plans by the Developer Committee must be accompanied by such information as is reasonably required by the Developer Committee, including, without limitation, two (2) complete sets of landscape plans, drawn to scale  $\frac{1}{4}" = 1$  foot. Additional information that may be required by the Developer Committee includes, without, limitation, designation of existing trees to remain and the location of trees to be planted on the Lot. Failure to provide information reasonably required by the Developer Committee may result in disapproval of landscape plans; provided, however, that failure of the Developer Committee to request any particular information or failure of an Owner to provide information requested by the Developer Committee, shall not affect, or limit the effect of, any approval of landscape plans by the Developer Committee.

(g) **Copies.** One set of submitted plans and other submitted information can be retained by the Committee after completion of review. Plan sets and information retained by the Developer Committee shall become the property of the Developer Committee to be used as the Developer Committee deems appropriate in performing its duties prescribed by these Restrictions and for no other purpose. Once construction of a residence is completed on a Lot, the Developer Committee may retain or destroy the plans for that Lot. Once Homes are completed on all Lots, any plans retained by the Developer Committee will be delivered to the Homeowner Committee.

(h) **Commencement of Construction.** No work shall begin on any Lot, including any grading or clearing (other than weed or trash removal) until the Owner thereof shall have received approval of building plans and landscape plans from the Committee.

(i) **Corrective Measures.** In the event any Owner fails to correct any violation of these Restrictions within fifteen (15) days after receipt of written demand from the Developer Committee or the Association, the Developer Committee or the Association may cause the required corrective measures to be taken. The Developer Committee and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred in connection therewith (including any penalties or fines provided for in these Restrictions), and any fines for failure to timely complete landscaping as provided in Section 8.12, may be assessed, together with interest, fees and costs, the same as a regular Lot assessment under Article VII of these Restrictions.

(j) **Application Fees.** Each application of approval of plans building by the Committee, and each application of approval of landscape plans by the Committee, must be accompanied by a fee determined by the Committee. The initial application fees shall be (i) **\$125.00** for building plans, and (ii) **\$25.00** for landscape plans; provided, however, that the Committee shall have the right to increase or reduce these amounts from time to time. The application fees will be used by the Committee to defray expenses associated with review of submitted plans, including, without limitation, payment of fees to professionals and advisers used by the Committee. Application fees are non-refundable and unused application fees will be paid to the Association.

(k) **Completion Deposit.** Each application of approval of plans building by the Committee must also be accompanied by a completion deposit of **\$750.00** made payable to the Association. The purpose of the deposit is to insure compliance with these Restrictions and that all construction and landscaping is completed in accordance with approved plans and specifications. In the event any an Owner fails to complete all construction within the period allowed under Section 8.37 of these restrictions and all landscaping within the period allowed under Section 8.12 of these Restrictions, or to correct any building or landscaping problem within fifteen (15) days after receipt of written demand from the Committee or the Association, the Committee or the Association may (but is not obligated to) cause the required work to be completed. The Committee and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred in connection therewith shall be paid from the completion deposit and any excess shall be deemed to be an additional assessment against the Lot, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a regular quarterly assessment under Article VII of these Restrictions. Once building construction and landscaping is completed to the satisfaction of the Committee, the unused balance of the completion deposit, if any, will be returned to the Owner.

(l) **Dissolution.** Upon the earlier of dissolution of the Developer Committee or a written assignment of duties executed by the Developer Committee, the Homeowner Committee will then perform the functions of the Developer Committee as described in these Restrictions.

**4.2 Homeowner Committee.** To maintain a high standard of construction and appearance of Homes for the benefit of the Owners of Lots, the Board of Directors of the Association shall appoint three (3) individual Owners to be the members of the Homeowner Committee. After initial construction of a residence on a Lot, as soon as the Lot becomes a Home, the duties of the

Developer Committee under these Restrictions, as to such constructed Homes, shall be transferred to, and assumed by, the Homeowner Committee. The Homeowner Committee shall have no rights, authority or jurisdiction over Lots on which residences have not been constructed and the Developer Committee retains the right to approve and control all construction on contiguous Lots that become Homes because of common ownership.

**4.3 Land Use Regulation Waivers.** The Committee must approve all requests for waivers of applicable land use regulations submitted to appropriate governmental agencies. Waivers granted the Committee must also approve appropriate governmental agencies.

**4.4 Professionals and Advisers.** The Committee may retain the services of such professionals and advisers as the members of the Committee determine appropriate.

**4.5 Scope and Standards of Review.** The Committee shall review the submitted information to determine design and construction issues with sensitivity to the stated purpose of these Restrictions. The Committee shall have the right to approve or disapprove any plans and specifications submitted to the Committee in its sole and uncontrolled discretion. Approval or disapproval may be based upon any grounds, including purely aesthetic considerations, which shall be deemed sufficient.

**4.6 Time for Review.** The Committee shall issue its written approval or disapproval of plans or proposals submitted to it anytime within thirty (30) days after submission. Submission shall not be considered to have accrued until all information reasonably requested by the Committee shall have been furnished by the Owner or a representative of the Owner. Failure of the Committee to either approve or disapprove properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof.

**4.7 Limited Effect of Approval.** Approval by the Committee of submitted plans and specifications has no effect other than to satisfy the requirement of Section 8.5 of these Restrictions that approval must be obtained prior to the commencement of construction. Approval of submitted plans and specifications *does not* (a) establish that construction completed in accordance with the submitted plans will not violate any of the other protective covenants set forth in Article VIII of these Restrictions or any other provision of these Restrictions, (b) constitute approval of any variance of any protective covenant which the Committee is authorized to allow in accordance with the terms of these Restrictions, unless expressly stated by the Committee in writing, or (c) establish that construction completed in accordance with the submitted plans will conform to any applicable laws, ordinances, rules, and regulations.

**4.8 Duration of Approval.** Construction pursuant to approved plans must commence within one (1) year after the plans are approved or deemed approved by the Committee unless such approval is expressly effective for any such longer period of time as the Committee may designate. In the event construction is not commenced within this 1-year (or longer) period, the Owner must resubmit plans and specifications for approval unless the Committee waives resubmission.

**4.9 Arbitration.** In the event of a dispute between an Owner of a Lot and the Committee concerning whether the Owner's proposed construction, repair, or remodeling should be approved under these Restrictions or the laws of Louisiana, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent modified herein, and judgment upon the award or enforcing the decisions rendered by the arbitrators may be entered in any Court having jurisdiction to render such a judgment. Upon the disapproval by the Committee of any properly submitted plans or proposal, the Owner shall have ten (10) days to demand arbitration or the decision of the Committee will be final. If the Owner timely demands arbitration, he or she shall name and appoint one member of the arbitration panel within ten (10) days of receipt of demand to appoint. Upon failure of the Owner to appoint an arbitrator, the right to arbitrate shall be deemed waived and the decision of the Committee will be final. The Committee shall name and appoint one member of the arbitration panel within ten (10) days of receipt of notice of the Owner's arbitrator appointment. Upon failure of the Committee to timely appoint an arbitrator, the Owner shall request the President of the Capitol Region Builders Association to appoint an arbitrator for the

Committee. The two arbitrators chosen shall, within ten (10) days of the last of their appointments, choose a third arbitrator who shall be a licensed real estate broker. Upon failure of the two chosen arbitrators to choose a real estate broker as the third arbitrator, either party may call upon the President of the Capitol Region Builders Association to appoint a third arbitrator who shall be a licensed real estate broker. If for any reason the parties are unable to follow the above procedure, one or more of the members of an arbitration panel shall be chosen in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitrators shall be entitled to a reasonable fee for time of service and associated expenses and such fees, expenses, and other costs are to be paid by the Owner demanding arbitration.

**4.10 Indemnification.** Each officer or member of the Committee shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees reasonably incurred by, or imposed on, such officer or member of the Committee in connection with any dispute or proceeding to which the Committee or any such officer or member of the Committee may be a party, or in which any officer or member of the Committee may become involved by reason of his or her being or having been an officer or member of the Committee at the time such expenses are incurred, unless the officer or member of the Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of his or her duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the Association's and the Committee's best interest. The above described right of indemnification shall not be exclusive of all other rights to which any officer or member of the Committee may be entitled, but shall be in addition to such other rights. The indemnification of the Committee provided herein is limited to the assets of the Association and no person or entity, solely by reason of membership in the Association shall have any liability pursuant to this Section 4.10.

## **V. COMMON PROPERTY**

**5.1 Dedication and Transfer of Title.** In consideration for the acceptance of the duties and obligations of the Association, which the Association does hereby accept by execution of these Restrictions, the Developer does hereby transfer, convey and deliver, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Developer may have, unto the Association, the Common Property, to have and to hold the Common Property and in full ownership forever, provided, however, that the Developer specifically reserves all mineral rights, but no drilling or other mineral operations shall be conducted on the surface of the Common Property.

**5.2 Owner's Servitudes of Enjoyment.** Every Owner shall have a right and servitude of enjoyment in and to the Common Property owned now, or in the future, by the Association and such servitude shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (a) the right of the Association, in accordance with the Articles of Incorporation and by-laws of the Association, to borrow money for the purpose of improving the Common Property and in aid thereof to mortgage the Common Property or any portion thereof. In the event of a default under any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Owners, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored;
- (b) the right of the Association to publish and enforce rules governing the use of the Common Property;
- (c) the right of the Association, as provided by its Articles of Incorporation and by-laws, to suspend the enjoyment of any Owner for any period during which any assessment remains unpaid;



(d) the right of the Association to take such steps as are reasonably necessary to protect the Common Property from and against foreclosure;

(e) the right of the Association to set and charge reasonable admission and other fees for the use of the Common Property; and

(f) the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided that no such dedication or transfer, determination as to purposes or as to conditions thereof, shall be effective unless an instrument signed by the Association has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least ninety (90) days in advance of any action taken.

**5.3 Use of Common Property.** The Common Property is private property dedicated to the use of the Owners and the owners of residential lots in other filings of Fair Oaks Estates whose restrictions have been accepted by, and are to be administered and enforced by, the Association. Motorcycles, motorbikes, trail bikes, off-road motorized vehicles of all sorts, and any other motorized vehicles are prohibited on the Common Property except for maintenance purposes. Horseback riding is prohibited on the Common Property. The discharge of firearms and fireworks is prohibited on the Common Property, except that the Association may allow commercial fireworks on Common Property subject to such terms and conditions as the Association may determine appropriate. Common Property may not be used as a dumping place for grass clippings, limbs, and other refuse.

**5.4 Use of the Lake.** The following provisions are applicable to the Lake, in addition to the covenants and restrictions applicable to all Common Property:

(a) **Boating.** No boats, canoes or other flotation devices are allowed on the Lake, except those with official Fair Oaks Estates stickers (issued by the Association) affixed. No boating powered by gasoline motors or other internal combustion engines is allowed on the Lake. Boating powered by quiet electric motor is permitted provided that the motor power is below one horsepower.

(b) **Fishing.** No fishing in the Lake will be allowed without the express consent and approval of an Owner or the Developer. Beginning March 1 and ending April 16 of each year (bass spawning season), all bass caught in the Lake shall be immediately released back to the Lake without any restraint (*i.e.*, bass caught during this period shall not be placed back in the Lake on stringers, in cages or nets, or with any other device that would restrict full freedom of movement or access to the entirety of the Lake).

(c) **Shore and Piers.** No Owner may substantially change the contour of the shoreline of the Lake by dredging, cutting, or filling without the written approval of the Committee. Docks, piers, or other structures extending into the Lake from Lake Lots are not permitted.

(d) **Discharge.** Discharge of wastewater, heated water, chemicals, toxic materials, and anything other than clean surface water run-off into the Lake is prohibited. Use of the Lake as a heat exchanger for heating and air conditioning systems is prohibited.

**5.5 Disclaimer and Release of Liability.** EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF TITLE TO A LOT, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY SUCH LOT, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE THE DEVELOPER, THE DEVELOPER COMMITTEE, THE HOMEOWNER COMMITTEE, THE ASSOCIATION, EACH OWNER, EACH FORMER OWNER OF A LOT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST 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 PROPERTY (INCLUDING THE LAKE) BY ANY OWNER, OCCUPANT, MORTGAGEE OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, (b) THE RISE AND FALL OF THE WATER LEVEL OF THE LAKE INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER ONTO AND OUT OF THE LAKE THAT COULD RESULT IN OR CAUSE DAMAGE, BY FLOODING OR OTHERWISE, TO ANY IMPROVEMENTS OR ANY OTHER PERSONAL PROPERTY SITUATED ON ANY PORTION OF THE PROPERTY OR ANY LOT OR WHICH WOULD RESULT IN OR CAUSE ANY IMPROVEMENTS SITUATED ON OR ADJACENT TO ANY THE LAKE TO BE UNUSABLE DUE TO LOW OR HIGH WATER LEVELS. FURTHERMORE, EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, DOES HEREBY ACKNOWLEDGE AND AGREE THAT (i) NEITHER THE DEVELOPER, THE DEVELOPER COMMITTEE, THE HOMEOWNER COMMITTEE, THE ASSOCIATION, ANY OWNER, ANY FORMER OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE COMMON PROPERTY (INCLUDING THE LAKE), (ii) THE USE OF ANY OF THE COMMON PROPERTY (INCLUDING THE LAKE) BY ANY OWNER OR OCCUPANT OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE COMMON PROPERTY AND (iii) NEITHER THE DEVELOPER, THE ASSOCIATION, THE DEVELOPER COMMITTEE, THE HOMEOWNER COMMITTEE, ANY OWNER, ANY FORMER OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL BE OBLIGATED TO TAKE ANY ACTION TO MAINTAIN A SPECIFIC WATER LEVEL FOR THE LAKE.

## **VI. SERVITUDES**

**6.1 General Servitudes for the Association.** There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot in the performance of their respective duties. Except in the event of emergencies, this servitude is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant, of the Lot or Tract directly affected thereby.

**6.2 General Maintenance Servitude.** There is hereby reserved for the benefit of the Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot for the purpose of (a) compliance with any maintenance obligation imposed on the Association pursuant to these Restrictions, and (b) moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such servitudes shall not impose any duty or obligation upon the Developer or the Association to perform any such actions.

**6.3 Association Landscape and Fence Servitudes.** The Developer establishes and creates servitudes for landscaping and fences upon, over, and across those areas of land designated as landscape and fence servitudes on the official final plat. The Association shall have the obligation to maintain the landscaping (including any irrigation system) and fence within these landscape and fence servitude areas.

**6.4 Servitudes for Electrical Service.** Each Owner shall furnish a servitude for electrical service from the source of electrical service supply to the meter location for receipt of electrical service on the Lot.

**6.5 Private Servitudes of Access.** The areas designated as "Private Servitude of Passage" on the official final plat are for the use by the owners of Lot including or adjoining the "Private Servitude of Passage" for access, parking, utilities, drainage, sewage removal and other proper purposes approved by the Association; provided, however, that the area designated as "Existing 20' Priv. Serv. of Access" on Lots 1, 5 and 6 is for the exclusive use and benefit of Lot 6 and may be used for access to Lot 1 or Lot 5. No trees, shrubs or other plants may be planted, nor shall any building, fence, structure or other improvements be constructed or installed within or over any "Private Servitude of Passage" so as to prevent or unnecessarily interfere any purpose for which the "Private Servitude of Passage" is granted. Each Owner of a Lot including or adjoining a "Private Servitude of Passage" and the Association are granted a servitude for maintenance of hardsurfaced paving and other improvements located with that "Private Servitude of Passage." Although granted a servitude for maintenance, the Association has no obligation to maintain, and shall not be responsible for the cost of maintaining any "Private Servitude of Passage," except as the Association determines appropriate.

**6.6 Lake Lots.** Subject to the terms and conditions of these restrictions, the Developer hereby grants the owner of each Lake Lot (except Lots 16 and 49), a non-exclusive servitude to use the area of land located between the Lake Lot owned and the area covered by water in the Lake. The rights of the Owner of each Lake Lot to use the servitude area shall be subject to maintenance of the servitude area by the Lake Lot Owner. In the event the servitude area is not maintained at a level deemed appropriate by the Developer or the Association, the Developer or the Association shall have the right to deny the Lake Lot Owner use of the servitude area. The Developer reserves for the benefit of the Developer and the Association the right to use each servitude area for maintenance of Common Property. No Lake Lot Owner may erect any improvements on the servitude area (including fences) without the prior written consent of the Developer and the Association. Subject to the right of the Developer, the Association and utility companies to use each servitude area for maintenance of Common Property, no Owner, other than the Owner of the Lake Lot abutting the servitude area (and the invitees of that Owner), shall have the right to use the servitude area abutting any Lake Lot. Access by other Owners and their invitees to the Lake shall only be across Common Property other than the areas subject to servitudes in favor of Lake Lot Owners, or servitudes specifically designated for access to Common Property. In the event an Owner of a Lake Lot fails to properly maintain the servitude area for that Lot within fifteen (15) days after receipt of written demand from the Association, the Association may perform the required maintenance work and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred by the Association in connection therewith shall be deemed to be an additional assessment against the Lot, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a regular Lot assessment under Article VII of these Restrictions. This right shall be in addition to the right to deny the Lot Owner the right to use the servitude area unless and until the Lot Owner pay all outstanding assessments and agrees, in writing, to maintain the servitude area in the future. Subsequent violations of maintenance obligations will again vest the Association with all rights and powers allowed under these restrictions to enforce the maintenance obligations.

**6.7 General Maintenance Servitude.** There is hereby reserved for the benefit of the Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot for the purpose of (a) compliance with any maintenance obligation imposed on the Association pursuant to these Restrictions, and (b) moving, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such servitudes shall not impose any duty or obligation upon the Developer or the Association to perform any such actions.

## **VII. ASSESSMENTS**

**7.1 Creation of Assessment.** Each Owner of a Lot, by recordation of an act transferring title of said Lot to said Owner, whether or not it shall be so expressed in any such act, shall be

deemed to covenant and agree to pay the Association: (a) quarterly assessments or charges, and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The quarterly and special assessments shall include such interest thereon and costs of collection thereof as hereinafter provided. The obligation to pay each such assessment, together with the interest thereon and costs of collection thereof as hereinafter provided, shall be both a real obligation associated with each Lot and also a personal obligation of the Owner of each Lot at the time when the assessment fell due.

**7.2 Purpose of Assessment.** Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and any other property whose restrictions are administered and enforced by the Association and to provide services and facilities devoted to such purposes and related to the use and enjoyment of the Common Property. Assessment proceeds shall be used by the Association to pay taxes and insurance on the Common Property and for repairs and additions to, and replacement of, the Common Property and improvements located thereon or used in connection therewith, and for the cost of services, labor, equipment, materials, management and supervision incurred in connection with the Common Property in any way connected with the fulfillment of the purposes set forth above.

**7.3 Quarterly Assessments** On the first day of each calendar quarter after a Lot is deemed a "Home" for purposes of these Restrictions, the Owner of each Lake Lot shall pay to the Association a quarterly assessment of \$160.00 and the Owner of each other Lot shall pay a quarterly assessment of \$100.00. The initial assessment will be a pro-rated amount based on the number of days remaining in the quarter in which the Lot becomes a Home. Thereafter, quarterly assessments are due and payable on the first day of each calendar quarter. Beginning January 1, 2001, and thereafter, the quarterly assessments for Lots may be increased or decreased at a uniform rate (but variations are allowed between Lake Lots and non-Lake Lots) by a vote of the Owners, as hereinafter provided. Any change shall fix the quarterly assessment amount for following calendar quarters until again changed.

**7.4 Special Assessments.** In addition to the quarterly assessments authorized by Section 7.3 hereof, the Association may levy in any calendar year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto or for the fulfillment of any other obligation incurred by the Association. Any such assessment shall have the approval of two-thirds ( $\frac{2}{3}$ ) of the votes of the Owners (by Lot) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**7.5 Change in Quarterly Assessments.** Beginning January 1, 2001, and each calendar quarter thereafter, the Association may change the amount of the quarterly assessment fixed by Section 7.3. Unless otherwise specified by the Association, any change shall become effective as of the first day of the calendar year in which the change is approved and for all calendar years thereafter until changed again. Any change in the amount of the quarterly assessment shall have the approval of two-thirds ( $\frac{2}{3}$ ) of the votes of the Owners (by Lot) who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. Written notice of the meeting shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**7.6 Quorum for Any Action Authorized under Sections 7.4 and 7.5.** The quorum required for any meeting convened to authorize the action described in Sections 7.4 and 7.5 hereof shall be as follows: At the first meeting called for such purpose, as provided in Sections 7.4 and 7.5 hereof, the presence at the meeting of Owners, or of proxies, entitled to cast sixty percent (60%) of all the votes (by Lot) of the Owners of all Lots shall constitute a quorum. If the required quorum is not forthcoming at such a first meeting, subsequent meetings may be called, subject to the notice requirement set forth in Sections 7.4 and 7.5, and the required quorum at any such subsequent meeting shall be seventy-five percent (75%) of the required quorum at the preceding meeting until such time as a quorum is obtained, provided that each such subsequent meeting shall be held no less than fourteen (14) and no more than sixty (60) days following the preceding

meeting and notice of such subsequent meeting shall make specific reference to the reduced quorum requirements prescribed by this Section 7.6.

**7.7 Date of Commencement of Quarterly Assessments.** The quarterly assessments shall commence on the day a Lot becomes a Home. The quarterly assessments for each subsequent calendar quarter become due and payable in advance on the first day of each calendar quarter. Any increase in the quarterly assessment shall become due and payable sixty (60) days after approval in accordance with Section 7.5 hereof.

**7.8 Duties of the Board of Directors Regarding Assessments.** The Board of Directors of the Association shall cause written notice of each assessment to be mailed to every Owner subject thereto at least thirty (30) days prior to the due date of each assessment, notice being complete upon mailing. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment there stated to have been paid.

**7.9 Effect of Non-Payment of Assessment.** If any assessment, or other charge or expense set forth in these Restrictions, is not paid on the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and costs of collection thereof as hereinafter provided. Payment of each assessment, charge or expense is to be a real obligation running with each Lot and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees, and assigns and also shall be a personal obligation of the then Owner and shall remain his personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by them (although it shall remain a real obligation incidental to ownership of the Lot affected and shall remain subject to any privilege to which the Association may be entitled). If any assessment, charge or expense is not paid within thirty (30) days after the date due, the assessment, charge or expense shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, the Association shall be entitled to a privilege against the affected Lot in accordance with La.-R.S. 9:1145, *et seq.*, and the Association may, at any time after an assessment, charge or expense becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, identifying the nature and amount of the assessments, charges or expenses which have not been paid, a description of the Lot or Lots for which the assessments, charges or expenses have not been paid and the name or names of the Owners personally obligated to pay the assessment and the name of the then Owner of the Lot or Lots affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owners named therein by certified mail, registered mail, or personal delivery. The Association may bring an action against the Owner personally obligated to pay the unpaid assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs and other expenses incurred by the Association in connection with collection of such assessment, charge or expense. In the same action, or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation provided by these Restrictions and the privilege provided for in La.-R.S. 9:1145, *et seq.*, by proceeding "*in rem*" against the affected Lot and its Owner for the amount of the unpaid assessments, charges or expenses together with legal interest thereon from the date due and reasonable attorney's fees.

**7.10 Exempt Property.** The following property subject to this Declaration shall be exempt from any and all assessments, charges and liens created herein or subsequently imposed in accordance herewith:

- (a) all Lots or other property owned by either the Developer, for as long as the Developer owns the Lots;
- (b) any Lot that does not qualify as a Home under these Restrictions;
- (c) any part of the Property dedicated to and accepted by the local public authority and devoted to public use; and

- (d) the Common Property.

Otherwise, each and every Lot as shown on the official final plat shall be subject to assessments.

**7.11 Resubdivision.** In the event any one Lot is resubdivided into more than one Lot, each newly created Lot shall be subject to a full Lot assessment created herein or subsequently imposed in accordance herewith. In the event the resubdivision of two or more Lots results in the existence of less than the number of Lots that existed prior to the resubdivision, the assessments applicable to the original Lots shall be prorated among the Owners of the resubdivided Lots on the basis of acreage, provided that no resubdivided Lot will be subject to less than one full Lot assessment.

## **VIII. PROTECTIVE COVENANTS**

**8.1 Residential Use.** All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these Restrictions. The use of a portion of a Lot as an office by an Owner shall not be considered a non-commercial use of a Lot if such use does not create regular customer, client or employee traffic, provided that in no event shall any Lot be used as a storage area for any building contractor or real estate developer. Apartment houses and lodging houses are prohibited. Not more than one single-family residence, with accessory buildings, shall be built or constructed on each Lot. 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. No Lot may be used as a road, street, driveway or other means of access to any other property.

**8.2 Compliance with Applicable Laws.** 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 shall be enforceable in the same way as the responsibility for the maintenance and repair of Homes and Lots under these Restrictions.

**8.3 Resubdivision of Lots.** No resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee. No Lot may be resubdivided in order to accommodate more than one single-family residence per original Lot. The owner of any two (2) or more adjoining Lots which front on the same street may erect a single residence on said Lots, in which case the two Lots shall be considered as one Lot for the purposes of these Restrictions except for Association voting purposes and assessment purposes. In the event the resubdivision of two or more Lots results in the existence of less than the number of Lots that existed prior to the resubdivision, the assessments applicable to the original Lots shall be prorated among the Owners of the resubdivided Lots on the basis of acreage, provided that no resubdivided Lot will be subject to less than one full Lot assessment.

**8.4 Servitudes and Rights of Way.** Servitudes and rights of way for the installation and maintenance of utilities, as shown the official final plat, are dedicated to the perpetual use of the public for such purposes. Other servitudes as shown on the official final plat are subject to limited usage by Owners as shown by the dedication language contained on the official final plat and as set forth herein. Additionally, each Owner shall furnish a utility servitude from the source of supply of utilities to the Lot to any utility meter location, if any, for receipt of utility service. Overhangs in servitudes and rights of way will not be allowed without the written consent of Committee and approval of East Baton Rouge Parish.

**8.5 Approval of Plans by Committee.** Prior to commencement of any work on a Lot, including any grading or clearing (other than weed or trash removal), the Owner thereof shall have received approval of building plans **and** landscape plans in accordance with Article IV. After the approval of the plans for the initial construction of a Home on a Lot pursuant to Section 4.1, no other residence, building, fence, wall or other improvement or structure shall be commenced, erected or maintained on the Lot, nor shall any addition, change or alteration of any kind therein be made on the Lot until professionally prepared plans showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage, the

grading plan of the Lot, and such other matters as the Committee may require shall have been submitted to and approved in writing by the Committee as required by Article IV of these Restrictions. Any changes to approved plans must be submitted and approved by the Committee prior to implementation. **A Home or other structure not constructed in conformity with approved plans may be required to be torn down or removed at the expense of the Owner.**

**8.6 Building Size.** No residence may be built or occupied having less than 2,800 square feet of heated living area. In computing or determining the "heated living area," open porches, screened porches, porches with removable windows, breezeways, patios, landings, outside unfinished storage or utility areas, garages, and any other area having walls, floors, or ceilings not completed as interior living space shall not be included.

**8.7 Setback Lines.** Unless approved by the Committee, in writing, no building shall be constructed or located in violation of the following setback lines applicable to all buildings constructed on Lots, including, without limitation all garages, carports and other accessory buildings (whether or not attached to the residence):

(a) **Front Setback.** No building shall be erected or located any closer to the front property line of a Lot than the greater of (i) the minimum front yard requirement for the Lot under applicable land use laws, if any, or (ii) the building setback lines shown on the official final plat (as it may be amended).

(b) **Side Setback.** No building shall be erected or located any closer to any side property line of a Lot than the greater of (i) the minimum side yard requirement for the Lot under applicable land use laws, if any, or (ii) the building setback lines shown on the official final plat (as it may be amended).

(c) **Rear Setback.** No building shall be erected or located any closer to the rear property line of a Lot than the greater of (i) the minimum rear yard requirement for the Lot under applicable land use laws, if any, (ii) the building setback lines shown on the official final plat (as it may be amended), or (iii) any utility servitude area across the rear of the Lot as shown on the official final plat (as it may be amended).

(d) **Accessory Buildings.** Accessory buildings (including garages and carports) shall not be erected or located any closer to any side property line than as indicated in Section (b) nor closer to the rear property line than as indicated in Section (c).

(e) **Fronts, Sides and Rears of Lots.** For purposes of these Restrictions, a Lot shall be deemed to "front" on the side having a street, or in the case of a corner Lot, the side having the shortest property line along a street; the "side" property lines shall be the property lines running roughly perpendicular to the "front;" and the "rear" property line shall be the property line running roughly parallel to the "front."

**8.8 Drainage and Fill.** Each Owner is responsible for providing "positive" storm water drainage in the direction indicated in the drainage plan for the Property on file with the planning commission for 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 (including, without limitation, the adding of fill material to any Lot) that will adversely affect other Owners.

**8.9 Building Height.** No structure shall be erected on any Lot with more than two (2) stories and no structure shall be erected on any Lot which exceeds thirty-eight feet (38') in height measured from ground level to the highest peak of the roof.

**8.10 Ceiling Height.** All residences shall be constructed with at least eighty percent (80%) of the ceilings in heated areas on the ground floor to be not less than nine feet (9') high.

**8.11 Driveways and Walkways.** Driveways shall be constructed of old brick (no new, common brick allowed), stone, concrete or other similar materials approved by the Committee. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. No driveway or other vehicular access is permitted directly to Highland Road, except

for access to Lot 6 (though use of the private servitude of passage across Lot 1 and Lot 5 to access Lot 6). Walkways shall be constructed on each Lot consisting of hard surfaced paths leading from the street or driveway to the front entrance of the residence. Walkways will be constructed of old brick (no new, common brick allowed), stone, aggregate with old brick accents or borders or other similar materials approved by the Committee. Concrete walkways will not be allowed.

**8.12 Landscaping.** Within thirty (30) days after substantial completion of the exterior of the residence constructed on any Lot, the areas between the residence constructed on the Lot and each street bordering the Lot shall be fully planted with sod or covered with raised and planted plant beds. Within the same 30-day period, the Owners of Lake Lots (except Lots 16 and 49) must also completely sod the servitude area associated with each such Lot. Within sixty (60) days after the initial occupancy of a Home of a Lot, at least six (6) trees will be planted on the Lot (at least one of which shall be a live oak tree) which trees must each be at least two inches (2") in diameter, measured three feet (3') above the ground, and at least five feet (5') tall. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Association the sum of \$50.00, as liquidated damages, for each day the required sodding and landscaping remains uncompleted after notice from the Association to the Owner. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an assessment set forth in Section 7.9 of these Restrictions.

**8.13 Fences.** All fence locations and details must be submitted to the Committee for approval prior to construction including details of decorative fences and non-perimeter fences. No fence or wall shall be erected on any Lot nearer to any street than the furthest of (a) the building setback lines shown on the official final plat, or (b) the front of the residence on the Lot. No fence or wall shall exceed six feet (6') in height. All fencing material must be old brick (no new, common brick allowed) or wood unless otherwise approved by the Committee. Chain link or wire fences are prohibited. Wood fences shall be made of cedar, cypress, redwood, pressure treated pine or other natural material of similar appearance if approved by the Committee prior to commencement of construction. Fences on Lake Lots shall be constructed in such a manner as to preserve the view of the Lake from other Lake Lots. Fences on Lake Lots shall be constructed in such a manner as to preserve the view of the Lake from other Lake Lots. Fences that impair Lake views are discouraged, except as needed for children, swimming pools, and pets. Rear fences on Lake Lots (the fence that runs roughly parallel to the shore of the Lake) shall be constructed of wrought iron, simulated wrought iron, or anodized or painted aluminum to a height of no more than four feet (4'). No wood fence may be constructed on any Lake Lot that impairs panoramic views of the Lake from other Lake Lots.

**8.14 Address Numbers/Mailboxes.** Address numbers may not be displayed on any curb. The Association has pre-selected the type and style of mailbox and requires Owners to select this style for their residence. Mailboxes shall be placed near the sidewalk or driveway, close to the center of the Lot.

**8.15 Pools, Spas and Hot Tubs.** The design and location of pools, spas and hot tubs shall be subject to approval by the Committee and shall be harmonious with the landscape and architecture design. Pool fences shall conform to applicable governmental requirements and the fencing requirements included in these Restrictions. The Committee will closely review the location and screening of equipment. No above-ground pools are allowed.

**8.16 Antennas, Flagpoles, Outside Lighting, and Outside Sound.** No above ground outside antennas, satellite dishes, or other communication or electronic devices shall be allowed without the prior written consent of the Committee. A request for approval of an antenna, satellite dish, or other communication or electrical device must be accompanied by a site plan showing the exact location of the proposed device and such evidence as the Committee determines appropriate to establish that signals from the proposed device will not interfere with communications or the reception of television or radio signals on any other Lot. Antennas,



satellite dishes and other communication or electronic devices will not be allowed to be placed (a) in front of the farthest front extension of the residence or garage on any Lot, (b) within fifty feet (50') of the rear property line, or (c) in any other location visible from any street or other Lot. No above ground outside utility poles or flagpoles (except for temporary flagpoles) shall be allowed without the prior written consent of the Committee. Construction, location, and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Committee and shall be designed to minimize the intrusion of such lighting or sound onto other Lots. Any standards and restrictions adopted by the Committee with respect to these items shall be final and not subject to review.

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

**8.18 Foundations.** An architect, structural engineer or other design professional should properly design foundations. Parish ordinances and regulations may establish minimum foundation elevation requirements. If more than eight inches (8") of foundation is exposed, the foundation must be camouflaged by ledge constructed of old brick (no new, common brick allowed) or by screening with continuous landscaping materials.

**8.19 Exterior Materials and Colors.** The exterior of the residence and all accessory buildings shall be constructed of stucco, synthetic stucco (Dryvit or equal), old brick (no new, common brick allowed) or single board lap siding material approved by the Committee. At least sixty percent (60%) of each front elevation (and each side elevation of a corner Lot facing a street) must be constructed of old brick. Not more than thirty percent (30%) of the entire exterior shall be wood or other single board lap siding material approved by the Committee. Imitation stone, imitation brick, lava rock and masonite are expressly prohibited. Metal buildings are not allowed. All painted exteriors must have at least two (2) coats of paint. **The exterior of a building on any Lot may not be painted or decorated without first obtaining written consent of the Committee for the color to be used.**

**8.20 Roof and Flashing.** The minimum roof pitch shall be 7/12 unless otherwise approved by the Committee. The Committee must approve all roof colors. The minimum roof composition requirement shall be architecturally cut shingles. No galvanized flashing, drip edges or valleys shall be allowed. All flashing, drip edges and valleys must be painted the color of the roof or be copper.

**8.21 Ridge Vents.** Only shingle covered ridge vents will be allowed.

**8.22 Skylights and Solar Collectors.** Solar-collectors are not permitted. Skylights shall not be located on the front elevation of any building. Only flat skylights shall be allowed. Skylights must be properly located and clearly shown on plans (with details and dimensions) when submitted for approval and must be approved prior to installation.

**8.23 Doors.** Solid wood panel doors shall be required on front elevations, corner elevations and Lake elevations. Any design incorporated in such doors must be approved by the Committee.

**8.24 Windows.** Wood windows with divided lites shall be required on front elevations, corner elevations and Lake elevations, unless deemed inappropriate by the Committee. Aluminum windows are not allowed; provided, however that, subject to approval of the Committee, aluminum clad wood windows may be allowed.

**8.25 Window Coverings.** No foil, sheets, reflective materials, paper, or other inappropriate materials or bright colors shall be used on any window for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. Inexpensive shades or blinds are recommended for use as temporary window coverings until permanent window coverings are installed. The interior of window coverings shall be lined in a neutral color so as not to detract from the exterior of the building.

**8.26 Window Mounted Climate Control Units.** Window mounted air-conditioning or heating units may be used in non-living area spaces ONLY, such as garages, and must be installed in such a way that are NOT VISIBLE from any street or the Lake.

**8.27 Equipment Screening.** Prior to occupancy of a residence on a Lot, all air conditioner compressors, utility boxes, gas meters, pool equipment and other mechanical equipment must be visually screened from the street, side-yard views, and Lake views. If landscaping is used for required screening, plant materials must be at least as high as the items being screened. Evergreen plant materials shall be used for screening purposes and must be of a type that does not "die back" or "meltdown" in freezing temperatures.

**8.28 Garages and Carports.** All residences shall have a garage or carport (a building or other structure for storage or parking of vehicles or boats whether or not attached to the main dwelling) which will accommodate not less than two (2) nor more than four (4) automobiles. No garage or carport may have an entrance that faces the street on which the residence fronts. No carports will be allowed on Lake Lots or Lots on street corners. All Lake Lots and Lots on street corners must have enclosed garages equipped with garage doors. Garages on Lake Lots must be located on the side or in front of the residence and cannot be located behind the residence (*i.e.*, garages on Lake Lots cannot be located in the area between the residence and the Lake). Garages on other Lots must be enclosed and equipped with garage doors and may be located in the front, on the side, or behind the residence of the residence. If allowed, carports must be located behind the residence and cannot be located on the side or in front of the residence (*i.e.*, a carport on a Lots that allows a carport must be located in the area between the residence and the rear property line).

**8.29 Trees.** No tree at least eight inches (8") in diameter, measured three feet above the ground, and twenty feet (20') tall may be removed from any Lot, unless in the approved building site, its access, or immediate surroundings, without approval of the Committee. The intent of this restriction is to preserve a natural wooded environment insofar as that is compatible with careful development. To this end, over clearing of Lots is prohibited.

**8.30 Fireplace Flues.** Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence and shall have caps. Uncovered galvanized metal fireplace flues, chimneys and caps are not permitted. Any metal chimney flue (other than one made of copper) must be screened from view.

**8.31 Accessory Buildings.** Gazebos, pigeoniers, pergolas and other detached structures should relate architecturally to the design of the residence in both form and material. Metal buildings are not allowed. Details and location of all detached structures must be submitted for approval with plans and must be approved by the Committee.

**8.32 Storage Sheds.** Storage sheds must be attached to the residence or garage and shall be constructed of the same materials as the residence. No prefab, freestanding structures shall be permitted.

**8.33 Garage Apartments.** No garage or other accessory building on any Lot shall be constructed or used as living quarters.

**8.34 Utilities.** Lots will be served by underground utilities only. Electric service from the electric distribution system to a residence or other building on a Lot must be underground. All residences shall tie-into and utilize sanitary sewer and water services. Septic tanks, private sewerage treatment plants and private water wells are not allowed.

**8.35 Curbs.** Owners may "cut out" curbs where driveways merge with street, but in no event shall "curb rollovers" be placed on any curb of any street.

**8.36 Concrete Trucks.** Washing out of concrete trucks shall be on the Lot being poured and not on any other area. Failure to comply with this procedure shall be considered a violation of these Restrictions and each Owner who knowingly violates, or whose contractor knowingly violates, this restriction agrees to pay the Association the sum of \$500.00 for each violation of this restriction as liquidated damages, however, this monetary damage provision shall not

prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an assessment set forth in Section 7.9 of these Restrictions.

**8.37 Exterior Completion.** The exterior of any improvement permitted by these Restrictions shall be substantially completed within one (1) year after commencement of construction. If not timely completed, the Owner shall remove all uninstalled building and construction materials for each such uncompleted improvement (including any slab) and restore the Lot to a clean and attractive appearance, unless completion of the improvement is being diligently performed by the Owner at such time. In the event an Owner fails to remove any such materials within fifteen (15) days after receipt of written demand from the Association, the Association may have such uninstalled materials removed and the Association shall have a servitude across any such Owner's Lot to complete the removal. The actual cost incurred by the Association in connection therewith shall be deemed to be an additional assessment against the Lot, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a regular Lot assessment under Article VII of these Restrictions.

**8.38 Noxious or Offensive Activities.** Noxious or offensive activities shall not be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Upon completion of a residence, no burning of rubbish or trash will be allowed on the Lot. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property agrees to pay to the Association the actual cost of removal thereof or the sum of \$150.00, whichever is greater, for each violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an assessment set forth in Section 7.9 of these Restrictions.

**8.39 Firearms and Airguns.** The use of firearms and airguns is strictly prohibited on the Property.

**8.40 Lot Maintenance.** Each Owner shall be responsible for maintaining the Owner's Lot (including, without limitation, the residence, the driveway and all landscaping) in good repair and in a clean and orderly fashion at all times and shall keep the Lot mowed and free of weeds and clean of trash, rubbish, or garbage. The exterior of each building located on a Lot (including garages and other approved buildings) must be reasonably maintained, including painting any replacement of roofs, gutters, downspouts and exterior building surfaces and any other necessary maintenance including the replacement of windows, doors or shutters when necessary. In the event an Owner fails to properly maintain the Owner's Lot within fifteen (15) days after receipt of written demand from the Association, the Association may perform the required maintenance work and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred by the Association in connection therewith shall be deemed to be an additional assessment against the Lot, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a regular Lot assessment under Article VII of these Restrictions.

**8.41 Signs.** No sign of any kind, other than one standard (16"x24") real estate and one builder sign, shall be displayed to the public view on or from any Lot without the prior consent of the Committee. All signs must be professionally constructed and painted. No flimsy, unsightly signs will be allowed. Allowed signs must be maintained in an upright position with grass or other debris appropriately maintained. The Developer and any entity that acquires substantially all of the Lots from the Developer are excepted from this restriction.

**8.42 Mineral Operations.** No oil or gas drilling, mineral development operations, production or treatment of facilities, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon the surface of any Lot. No derrick or other structure designated for use in the drilling for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any Lot, even temporarily.

**8.43 Temporary Structures.** No structure of a temporary character and no trailer, recreational vehicle, tent, shack, barn, or other outbuilding shall be used as a residence either temporarily or permanently. During the continuance of construction on a Lot, Owner shall require its contractors to maintain the Lot in a reasonably clean and uncluttered condition, and to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, Owner shall cause its contractors to immediately remove all equipment tools, and construction material and debris from the Lot on which construction has been completed.

**8.44 Trailers and Vehicles.** No mobile home, house trailers, trucks (other than pickup trucks), or other commercial vehicles shall be kept, stored, parked, repaired or maintained on any Lot or any of the Common Property. Boats, other watercraft, school buses, motor homes, recreational vehicles (RV's), motorized campers, trailers, motorized all-terrain vehicles, campers, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices or trailers therefor may be kept on Lots ONLY if housed completely within a structure which has been approved by the Committee or ONLY if completely screened from view by landscaping or fencing which has been approved by the Committee.

**8.45 Vehicle Operation and Parking.** All vehicular traffic on streets in the Property shall be subject to the provisions of the laws of the State of Louisiana and East Baton Rouge Parish concerning operation of motor vehicles on public streets. All automobiles owned or used by Owners or occupants of any structure located on any Lot (other than temporary guests and visitors) shall, as far as possible, be parked in garages or carports. No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles may be parked on any driving surface in any manner that blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed at the expense of the owner of the vehicle. The Association shall have authority to promulgate rules and regulations to govern vehicle operation and parking in the Property. Furthermore, although not expressly prohibited hereby, the Association may at any time prohibit motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being operated upon any portion of the Property. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any Lot or within any portion of the Common Property, except (a) within enclosed garages or workshops or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

**8.46 Sidewalks.** Each Owner shall be required to maintain any sidewalk located on that Owner's Lot, using the same type of materials used in the original construction of the sidewalk. The style and location of sidewalks may not be modified or relocated without the written approval of the Committee. In the event an Owner fails to maintain any sidewalk on that Owner's Lot within fifteen (15) days after receipt of written demand from the Association, the Association may have the required maintenance work completed and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred by the Association in connection therewith shall be deemed to be an additional assessment against the Lot, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a regular Lot assessment under Article VII of these Restrictions.

**8.47 Animals.** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Property, provided that generally recognized house pets may be kept, subject to rules and regulations adopted by the Association, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. Domestic pets shall not roam freely, but must be leashed or detained by fences. Domestic pets shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance of any type, including, without limitation, visual, audible, physical or smell. The determination of a situation as nuisance is at the sole discretion of the Association and this determination shall be final.

**8.48 Gardening.** 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, the Lake or any neighboring Lot. 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.

**8.49 Playground Equipment.** Playground equipment and swing sets may be made of wood or metal. Metal equipment must be kept in good condition, free of rust and chipping paint. Wood is recommended. All playground equipment must be placed in the rear of the residence ONLY.

**8.50 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 building.

**8.51 Building Materials Storage.** No building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residence or other building thereon.

## **IX. SOIL CONDITIONS – FILL DISCLOSURE**

Each Lot sold by the Developer is sold and purchased without any warranties with respect to soil conditions. It is recommended that each Owner undertake such soil condition testing as is necessary for each Owner, architect and builder to be familiar with all soil conditions on the Owner's Lot. Each Owner shall be deemed to have expressly waived, in favor of the Developer and assignees of the Developer, all warranties with respect to soil conditions of any Lot. Each Owner shall forfeit any right to avoid the purchase of a Lot or reduce the transfer consideration on account of any soil condition of any Lot. Each Owner shall be deemed to have unconditionally released the Developer and the Developer's engineers from and against any liability arising out of any claim arising out of any soil condition of any Lot. Notice is hereby given that fill material may have been spread or placed on one or more Lots. This disclosure does not restrict or limit the waiver of warranties provided above. Each Owner of Lots shall be deemed to have accepted title to Lots with full knowledge and disclosure that fill material may have been spread or placed on each Lot.

## **X. RIGHTS OF THE DEVELOPER**

**10.1 Completion of Development and Sales Activities.** Any provision, covenant or restriction contained in these Restrictions to the contrary notwithstanding, it shall be expressly permissible for the Developer, its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots, and the development of Lots or Common Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model residences, all as may be approved by the Developer from time to time, provided that the location of any construction trailers of any assignees of rights of the Developer shall be subject to approval by the Developer. The right to maintain and carry on such facilities and activities shall include specifically the right to use Improvements as model residences, and to use any model residence as an office for the sale of Lots and for related activities.

**10.2 Improvements and Changes.** The Developer shall have the right, but not the obligation, to make improvements and changes to all Common Property and to all Lots owned by the Developer, including, without limitation, (i) installation and maintenance of any improvements in and to the Common Property, (ii) changes in the location of the boundaries of any Lots owned by Developer or of the Common Property, (iii) installation and maintenance of any utility systems and facilities, and (iv) installation of security and/or refuse facilities.

**10.3 Additional Common Property.** The Developer reserves for itself, its successors and assigns the right, but shall not have the obligation, to convey, without warranty, to the Association at any time and from time to time, as an addition to the Common Property, either full ownership or a perpetual servitude of use, such property owned by the Developer as it, in its discretion, shall choose.

**10.4 Control by the Developer.** Any other language or provision to the contrary in these Restrictions or the Articles of Incorporation or by-laws of the Association notwithstanding, the Developer hereby retains the right to appoint and remove any member or members of the board of directors of the Association and any officer or officers of the Association until two (2) years after the first date the Developer (and any assignee of this particular right by the Developer) no longer owns any Lot. Every Owner, by acceptance of title to his Lot agrees that the Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 10.4. Within a reasonable time after the right to appoint and remove directors and officers of the Association passes to the owners of lots in Fair Oaks Estates that are subject to regulation by the Association (including, without limitation, Owners of Lots), a special meeting of the Association shall be called. At such special meeting, a new board of directors shall be elected to undertake the responsibilities of the Association, and the Developer shall deliver all books, accounts and records, if any, which the Developer has kept on behalf of the Association and any agreements or contract executed by or on behalf of the Association during such period and which the Developer has in its possession.

**10.5 Amendments by the Developer.** Until two (2) years after the first date the Developer (and any assignee of this particular right by the Developer) no longer owns any Lot, the Developer, acting alone and at any time, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, without the approval of any Owner or other person with an interest in any Lot. In any amendment of these Restrictions by Developer, Developer may add, change or delete provisions in these Restrictions, the effect of which may be to create new restrictive covenants, terminate restrictive covenants, modify restrictive covenants and/or otherwise make these Restrictions more or less restrictive. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 10.5.

**10.6 Additional Property.** The Developer shall have the right to add property to the description of the Property covered by these Restrictions and the right to donate additional property to the Association as Common Property. To access such additional property, the Developer reserves the right to use Lot 16, Lot 49, Lot 62 and Lot 63 (and any one or combination of those Lots) for street right-of-way purposes (unless otherwise specified in an act executed by the Developer, the right to use one or more of these Lots for street right-of-way purposes shall **not** be transferred to the Lot purchaser). Such an addition of property shall be effected by an amendment to these Restrictions executed by the Developer and recorded in the records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, or by a separate act of building restrictions accepted by the Association. The owners of property added to the description of the Property shall have all the rights and obligations of Owners under these Restrictions and the Association and the Association will serve the same functions for the additional property.

**10.7 Assignment of Rights by the Developer.** Unless specifically restricted in these Restrictions, the Developer shall have the right to assign all or part of the rights of the Developer under these Restrictions. Any such assignment must be in writing and shall not be effective unless and until the writing is duly recorded in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana. The foregoing notwithstanding, a successor of the Developer receiving all or substantially all of the Property owned by the Developer by reason of a

foreclosure, dation en paiement, merger or consolidation, shall be deemed a successor and assign of all rights of the Developer under these Restrictions.

## **XI. GENERAL PROVISIONS**

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

**11.2 Knowing Violation of Restrictions.** In the event of a knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restrictions after receipt by the violator or Owner of the Lot on which the violation occurs of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator or Owner of the Lot reasonable attorney's fees to be fixed and awarded by the court.

**11.3 Duration.** These Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these Restrictions shall be automatically extended for successive periods of ten (10) years.

**11.4 Amendment and Termination.** Except as otherwise provided herein, any amendment to or termination of these Restrictions prior to expiration of the initial twenty-five (25) year term of duration shall only be by written act executed by all of the then Owners of all Lots. After expiration of the initial twenty-five (25) year term of duration, these Restrictions may be amended or terminated by written act executed by the then Owners of a majority of all Lots. The foregoing notwithstanding, the Developer, acting alone and at any time, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, without the approval of any Owner or other person with an interest in any Lot. In any amendment of these Restrictions by the Developer, the Developer may add, change or delete provisions in these Restrictions, the effect of which may be to create new restrictive covenants, terminate restrictive covenants, modify restrictive covenants and/or otherwise make these Restrictions more or less restrictive. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments by the Developer as are permitted by this provision.

**11.5 Notices.** Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of mailing.

**11.6 Enforcement.** If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner, the Developer, or the Association, to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these Restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter.

**11.7 Subordination of Certain Real Obligations, Liens and Privileges to Mortgages.** The obligation to pay assessments, charges, expenses, fines, penalties, and associated costs and fees set forth in these Restrictions, and any lien or privilege granted to secure payment thereof by these Restrictions or any provision of law, shall be subordinate to any mortgage or mortgages



placed on any Lot prior to the filing of a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana. This subordination shall apply only to the assessments, charges, expenses, fines, and penalties which have become due and payable prior to a judicial sale, *dation en paiement*, or other similar proceeding or act in lieu of foreclosure resulting in a transfer of the mortgaged Lot. Such a transfer shall not relieve the transferee or the Lot from the personal and real obligations to pay assessments, charges, expenses, fines and penalties arising after such a transfer or any lien or privilege granted to secure payment thereof by these Restrictions or any provision of law.

**11.8 Severability.** Invalidation of any one of the provisions of these Restrictions by judgment or court order shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.

**THUS DONE AND SIGNED** in Baton Rouge, Louisiana, on the day, month and year first above written in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

**WITNESSES:**

**FAIR OAKS CORPORATION**

Ronnie Smith

By: Daniel P. Jackson  
Daniel P. Jackson, President

Meg A. Jackson

**FAIR OAKS ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

By: Richard Jackson  
Richard Jackson, President

[Signature]  
NOTARY PUBLIC

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**DOUG WELBORN**

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY  
BY

[Signature]  
DEPUTY CLERK & RECORDER