

# **ACT OF RESTRICTIONS FOR BELLINGRATH LAKES SUBDIVISION**

## **1st and 2nd Filing**

EAST BATON ROUGE PARISH, LA  
RECORDED-ORIGINAL 818/BUNDLE 11150

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### **DECLARATION OF COVENANTS AND RESTRICTIONS FOR BELLINGRATH LAKES SUBDIVISION AND DEDICATION AND TRANSFER OF COMMON PROPERTIES**

State of Louisiana  
Parish of East Baton Rouge

BE IT KNOWN, that on this 21st day of August, 2000, before me, the undersigned notary, and in the presence of the undersigned competent witnesses, personally came and appeared:

BELLINGRATH LAKES, L.L.C., a limited liability company organized and existing under the laws of the State of Louisiana, whose Articles of Organization are filed with the Secretary of State of Louisiana, and recorded in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, represented herein by its undersigned duly authorized agent, hereinafter referred to as "Developer," and BELLINGRATH LAKES PROPERTY OWNER'S ASSOCIATION, INC., a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its undersigned duly authorized agent, hereinafter referred to as "the Association."

Who, after first being duly sworn, did depose and say that the Developer is the owner of the following real property, to wit:

Ninety-six (96) lots or parcels of ground, together with all improvements thereon, and all of the components thereof, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision known as Bellingrath Lakes Subdivision, and being more particularly designated as Lots 1 through 96 as shown on the Final Plat of Bellingrath Lakes

Subdivision located in East Baton Rouge Parish, Louisiana, prepared by Evans-Graves Engineers, Inc., dated August 3, 2000 ("the final plat") recorded as Original 897, Bundle 11149, in the official records of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana (the "Property"). By this act ("these restrictions"), the Developer imposes upon the Property the obligations, covenants, restrictions, servitudes and conditions, hereinafter set forth:

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## 1. DEFINITIONS

**1.1 ASSOCIATION.** The term "the Association" as used in these restrictions shall mean and refer to Bellingrath Lakes Property Owners' Association, Inc.

**1.2 COMMITTEE.** The term "the Committee" as used in these restrictions shall mean and refer to the Architectural Control committee of Lots 1-96 of Bellingrath Lakes Subdivision, First Filing, and all future filings.

**1.3 COMMON PROPERTIES.** The term "Common Properties" as used in these restrictions shall mean and refer to the properties designated as common properties on the Final Plat of Bellingrath Lakes Subdivision, First Filing.

**1.4 LOT.** The term "Lot" as used in these restrictions shall mean and refer to any of Lots 1 through 96, First Filing, and all future filings, as shown on the final plat of the Property with the exception of Common Properties.

**1.5 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.

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## 2. 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 improvements of each Lot; to protect the owners against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the 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 insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain building setback lines; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and the Owners.

**2.2 NATURE AND EXTENT.** All obligations, covenants, restrictions, servitudes and conditions of these restrictions, including with 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 and the Association and the obligation to honor and abide by each obligation, covenant, restriction, servitudes, and condition and to pay any assessments and fines shall be also the personal obligation of the Owner of a Lot in favor of the Association and the 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 hereof are couched in general terms, including, with limitation, those dealing with 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 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, with limitation, those which may be deemed or determined to be vague or indefinite.

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### **3. THE 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 for collecting and disbursing the assessments and fines created by these restrictions to the Association. 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 any by-laws of the Association, as they may from time to time be amended. 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 Properties on the terms and conditions set forth herein.

**3.2 MEMBERSHIP.** Every owner, including the Developer, shall be a member of the Association.

**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 Lot. An Owner, including the developer, owning more than one Lot shall be entitled to one vote for each Lot owned.

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## 4. ARCHITECTURAL CONTROL COMMITTEE

**4.1 FORMATION AND PURPOSE.** 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, the Developer does hereby establish and designate the Committee to perform the duties set forth below.

**4.2 COMMITTEE MEMBERSHIP.** The Committee shall eventually consist of three (3) members who shall be elected annually, when and how decided by the Owners by an affirmative vote of a majority of all the Owners. However, until one hundred percent (100%) of the Lots subject to these restrictions have been built, completed and transferred to Owners who will occupy the homes as their principal residences (unless the initial Committee previously resigns without designation of a designee or successor), the Committee members shall be Jeffrey Scott Couvillion and Kellye McGehee Couvillion (whose mailing address is Post Office Box 78159, Baton Rouge, Louisiana 70837.) Either of the initial members of the Committee may voluntarily resign and appoint their successors or relinquish control of the Committee to the Association at any time they may choose.

**4.3 SUBMISSION OF PLANS.** Prior to the commencement of any work on a lot, including any grading or clearing (other than weed or trash removal), the Owner of a Lot shall submit to the Committee a set of plans and specifications for the construction or remodeling of all residences, garages, buildings, fences and walls, swimming pools, greenhouses, landscaping and other significant improvements which must conform in all respects to these restrictions and must show the proposed location of each improvement. No work may commence on any Lot until the approval of such plans has been given by the Committee. No construction may proceed except in accordance with submitted plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with the restrictions. Such plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Committee or to all other committee members. The following must be submitted:

- (a) A copy of the plans or drawings and specifications which must show all exterior materials, finishes and designs, together with brick specifications which must show all exterior materials, finishes and designs, together with brick specifications (color and size), roof specifications (color and style) and all exterior surface and trim colors; and
  - (b) A plot plan showing the location of all improvements and designating any trees which the Owner proposes to remove;
  - (c) A floor plan showing the square footage of the heated, and cooled area and the total square footage of the building.
- Other proposals to be brought before the Committee shall be submitted in writing in detail. Plans and other proposals may be retained in the files of the Association for a period of five (5) years from date of submission.

**4.4 REVIEW OF PLANS.** The committee's approval or disapproval of the plans or proposals shall be by majority vote and shall be in writing. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it any time within thirty (30) days of submission shall constitute approval thereof.

**4.5 DURATION OF APPROVAL.** In the event work pursuant to approved plans or proposals is not commenced within one (1) year of the date the plans or proposals are approved (or deemed approved) and continued with reasonable diligence thereafter, then the approval of such plans or proposals shall expire and, prior to commencement or continuation of any further work, the Owner shall submit to the Committee a current set of plans and specifications for approval pursuant to these restrictions.

**4.6 STANDARDS FOR REVIEW.** In approving or disapproving such plans, the Committee shall require new construction and repair or remodeling to be consistent with these restrictions. The Committee shall also require the exterior design and color of all construction, repair and remodeling of all residences, fences, walls and other improvements to be in harmony with the exterior design and color of those existing on the property to the extent that such existing construction, repair and remodeling do not to any extent detract from the value of the Property or any Lot. The committee shall be in their sole discretion and shall be final, binding and nonappealable.

**4.7 VARIANCES.** The Committee, at its discretion, has the right to approve any waivers, variances or deviations from these restrictions that it deems appropriate, including a reduction of the required square footage not to exceed ten percent, and any plans on which waivers, variances or deviations are approved must be signed by all members of the Committee.

**4.8 INDEMNIFICATION.** Each member of the committee shall be indemnified by the Association and Owners of Lots against all liabilities and expenses, including counsel fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the committee at the time such expenses are incurred, unless the member of the Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. The above-described right of indemnification shall be

exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

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## 5. COMMON AREAS

**5.1 DEDICATION AND TRANSFER OF TITLE.** Inconsideration 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 Properties, to have and to hold the Common Properties 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 Properties.

**5.2 OWNER'S SERVITUDE OF ENJOYMENT.** Every Owner of a Lot shall have a right and servitude of enjoyment in and to the Common Properties owned now, or in the future, by the Association and such servitude shall be appurtenant to and shall pass with the 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 and/or maintaining the Common Properties and in aid thereof to mortgage the Common Properties or any portion thereof;
- (b) the right of the Association to publish and enforce rules governing the use of the Common Properties;
- (c) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties from and against foreclosure;
- (d) the right of the Association to set and charge reasonable fees for the maintenance of the Common Properties; and
- (e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any Public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners, 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 Owners entitled to cast two-thirds (2/3) of the votes of 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 PROPERTIES.** The Common Properties are private property dedicated to the use of the owners, Owners of lots in other filings of Bellingrath Lakes which are contiguous to the Property, and any other filings of Bellingrath Lakes whose

restrictions have been accepted by, and are to 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 Properties except for maintenance purposes. Horseback riding is prohibited on the Common Properties. Common Properties may not be used as a dumping place for grass clippings, limbs, and other refuse.

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## 6. LAKE USAGE

**6.1 USE OF THE LAKES.** The following provisions are applicable to the lakes located within the Bellingrath Lakes Subdivision:

**(a) Boating.** No boats, canoes or other flotation devices are allowed on the lake, except those with official Bellingrath Lakes stickers (issued by the Association) affixed. No boating powered by gasoline motors or other internal combustion engines are 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 a lake-lot Owner or Developer. Beginning March 1 and ending April 16 of each year (bass spawning season), all bass caught during this period shall be immediately released back to the lake without any restraint (ie., bass caught during this period 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) Lake Shore and Piers.** No Owner may substantially change the contour of the lake shore on any Lot by dredging, cutting, or filling without the written approval of the Committee. Docks, piers, or other structures extending into the lake from Lots are permitted subject to approval of the Committee. However, structures shall extend no further than twelve (12) feet from the shore.

**(d) Discharge.** Discharge of waste water, heated water, chemicals, toxic materials, or 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 conditions systems is prohibited.

**(e) Fences.** Fences on lake lots are discouraged except as needed for children, swimming pools and pets. On these lots, rear fences and fences on the rear fifteen feet (15') of the sidelines shall be constructed of wrought iron, simulated wrought iron, or anodized or painted aluminum and must be painted black. Wooden fences in the above described areas are not permitted. All other fencing must be as specified in section 8.18 of these specifications. There will be special fencing requirements for fences on the sidelines of lots 52,54,56,74,76,85,87,89,AND 91 as shown on the official Final Plat for Bellingrath Lakes Subdivision, first filing.

**(f) Erosion Control.** Where any lot borders a lake, prior to any construction activity (including clearing or grubbing) the owner shall install along such border a silt fence (buried in a trench so that silt cannot flow under the same). The silt fence will be

maintained by the Lot Owner until the lot is sodded, as specified in section 8.29 of these specifications. No storage of Lot scrapings, building materials or debris shall be on the lake side of the silt fencing.

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## 7. MAINTENANCE ASSESSMENTS

**7.1 CREATION OF ASSESSMENT.** Each Owner of a Lot, by recordation of any act transferring title of a 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) annual assessments or charges; and (b) special assessments for capital improvements and/or me costs, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments shall include such interest thereon and costs of collection thereof as hereafter provided. The obligation to pay each such assessment, together with the interest thereon and 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 to provide services and facilities devoted to such purposes and related to the use and enjoyment of the Common Properties. Assessment proceeds shall be used by the Association to pay taxes and insurance on the Common Properties and for maintenance, repairs and additions to, and replacement of the Common Properties and improvements located thereon or used in connection therewith, including, with limitation, keeping medians and Common Properties mowed and free of litter and debris, maintaining the entrance to the subdivision, maintaining the subdivision sign, maintaining the landscaping located in the medians of Bellingrath Lakes, and for the cost of services, labor, equipment, materials, postage, management and supervision incurred in connection with the Common Properties and private servitudes of access set forth herein and in any way connected with the fulfillment of the purposes set forth above.

**7.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.** Beginning January 1, 2000, the annual assessment shall be \$50.00 per Lot, and all Lake Lots shall be \$100.00 per lot. From and after January 1, 2001, the annual assessment may be increased by a vote of the Owners, as hereinafter provided, for the next succeeding year and again for each successive one-year period thereafter. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, set the amount of the annual assessment for any year at a lesser amount. However the developer shall not be bound to pay any assessments. Lots 20-26 will be subject to lake assessments when the second filing commences.

**7.4 SPECIAL ASSESSMENTS.** In addition to the annual assessments authorized by section

7.3 hereof, the Association may levy in any assessment 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 portion of the Common Properties or for the fulfillment of any other obligation incurred by the Association. Any such assessment shall have the approval of two-thirds (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 BASIS AND MAXIMUM ANNUAL ASSESSMENTS.** Subject to the limitations in 7.3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by 7.3 hereof prospectively for any such period provided that any such change shall have the approval of two-thirds (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 7.4 AND 7.5.** The quorum required for any action authorized by 7.4 and 7.5 hereof shall be as follows: At the first meeting called, as provided in 7.4 and 7.5 hereof, the presence at the Association meeting of Owners or of proxies entitled to cast sixty (60) percent 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 7.4 and 7.5 hereof, and the required quorum at any such subsequent meeting shall be half of the required quorum at the preceding meeting until such time as a quorum is obtained, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**7.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.** The annual assessments shall be collected in advance and shall become due and payable for the year of January 1 of each year, beginning on January 1, 2000. If the Developer sells a lot after January 1, 2000, the assessment shall be prorated for the remainder of that calendar year.

**7.8 DUTIES OF THE BOARD OF DIRECTORS REGARDING ASSESSMENTS.** The Board of Directors of the Association shall keep a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Owner upon reasonable notice to the President of the Association. Written notice of the assessment shall 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. In the case of a sale by the Developer subsequent to January 1, 2000, notice shall be mailed to the Owner within sixty (60) days after the recordation of the sale and the prorated assessment shall be due and payable within fifteen (15) days of 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 provide. 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 assessment, 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 these restrictions 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 the Developer, for so long as said Lots are owned by the Developer
- (b) any part of the Property dedicated to and accepted by the local public authority; and
- (c) all Common Properties

**7.11 RESUBDIVISION.** In the event the resubdivision of two or more Lots results in existence of less than 9Lots, each Lot created by such resubdivision and the Owners thereof shall be subject to an assessment equal to a regular Lot assessment plus a prorata share of the regular assessment applicable to the Lot or Lots eliminated by such resubdivision.

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## 8. 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. 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, with limitation, any "community home" as defined in La. R.S. 28:477 or "special home" as defined in the City-Parish Unified Development Code), 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 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 purpose of these restrictions except for voting and assessment purposes.

**8.2 RESUBDIVISION OF LOTS.** No resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee.

**8.3 APPROVAL OF PLAN AND BUILDER BY ARCHITECTURAL CONTROL COMMITTEE.** Prior to commencement of any work on a Lot, including grading or clearing (other than weed or trash removal) the Owner thereof shall have received approval of all plans in accordance with Section 4 of these restrictions. Each residence or building must be built by a licensed building contractor or a builder approved by the Architectural Control Committee.

**8.4 BUILDING SIZE.** Except as otherwise provided, no residence may be built or occupied having less than two thousand (2,000) square feet of heated and cooled living area on any Lot. In computing or determining the "heated and cooled living area," open porches, screened porches, porches with removable windows, breezeways, patios, landings, outside unfinished storage or utility areas, garages, carports and any other area having walls, floors or ceilings not completed as interior living space shall not be included. No building on a Lot shall exceed two (2) stories. Homes having two stories shall have a minimum of one thousand, five hundred (1,500) square feet of living area on the ground floor.

**8.5 CAR STORAGE.** Each residence built or constructed on a Lot shall have a carport or garage which shall accommodate not less than two (2) nor more than three (3) cars. Carports must be located on the rear of the residence. Enclosed garages are permitted on the front of the residence with the restriction that the entrance door faces the lot sidelines. Corner lots shall have a garage with a closing garage door (electronically operated) which shall accommodate not less than two (2) nor more than three (3) cars and must be enclosed from all side views and load from the side street. Developers shall have the right to approve car storage to fit lot dimensions.

**8.6 EXTERIOR DOORS AND WINDOWS.** All exterior doors (excluding garage doors) visible from a street (including the side street in the case of a corner lot) must be made of wood. Any windows which are visible from a street (including the side street in the case of a corner lot) shall be made of wood. Standard aluminum windows, painted or unpainted, shall not be used in such instances. Standard aluminum windows may be used in other areas of the house.

**8.7 ROOFING.** Roof shingles shall be 25-year architectural laminate shingles or better. Metal roofing for a shed roof may be used not to exceed 8 squares. All roofing color selections shall be approved in writing by the Committee.

**8.8 EXTERIOR WALL COVERINGS.** A minimum of sixty percent (60%) of the total area of the house must be brick. A garage shall be faced with brick or stucco. Hardi-Plank siding will be permitted. No masonite or vinyl siding will be allowed.

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

**8.10 SERVITUDES AND RIGHT-OF-WAY.** Servitudes and rights-of-way shown on the Final Plat are dedicated to and subject to the uses as shown by the dedication language contained on the Final Plat and as set forth herein.

**8.11 BUILDING SETBACK LINES.** Unless approved in advance by the Committee (and provided that the placement on said Lot does not violate any zoning or subdivision ordinances or regulations), no residence, car storage structure or outbuilding shall be built nearer than eight (8) feet to the sideline of a lot except as may otherwise be shown on the official Final Plat. Front and rear minimum building setback lines shall be in accordance with the Final Plat and in accordance with the Subdivision Regulations and Zoning Ordinances of East Baton Rouge Parish, Louisiana, in effect on the date of these restrictions.

**8.12 SINGLE RESIDENCE.** No trailer, basement, shack, garage, garage apartment, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, except that garage apartments (where the Committee has approved the construction of such) may be occupied as a residence for domestic servants for, or family members of the occupants of the main residential premises. No structure may be occupied as a residence until its exterior is completely finished.

**8.13 ANIMALS.** No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred or maintained otherwise in accordance with law.

**8.14 REFUSE.** No trash, ashes or any other refuse may be thrown or dumped on any vacant Lot. No building materials may be stored on any Lot except during the

construction period of a residence thereon.

**8.15 LOT MAINTENANCE.** The Lot Owner of each Lot shall keep the grass, weeds and vegetation on said Lot mowed at regular intervals so as to maintain the same in a neat and attractive manner. If the Lot is not mowed and kept clean by the Owner, then said Lot may be mowed monthly by the Association and the Owner of such Lot shall be billed a minimum of \$40.00 per mowing.

**8.16 COMMERCIAL NOXIOUS OR OFFENSIVE ACTIVITIES.** No commercial, business, trade, noxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood. This restriction, however, shall not prohibit a builder from erecting temporary all debris and temporary structures shall be removed from the premises immediately. Garden compost must 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.

**8.17 SIGNS.** No signs or any kind or description, other than "Real Estate For Sale" signs and signs designating those involved in the construction of any residential homes in the Subdivision (all not exceeding six (6) square feet in size), shall be displayed on any Lot. The Developer is excepted from this restriction.

**8.18 FENCES.** No fence or wall shall be constructed nearer to the street than the appropriate building setback line. No fence or wall shall be constructed nearer to the street on which the house faces than the front of the house, regardless of setback lines provided for herein. No fence or wall shall exceed six (6) feet in height. Chain link fences and concrete block fences (not covered by stucco) are prohibited. Fences which are visible from the street shall be wood, brick, stucco, wrought-iron or a combination thereof approved by the Committee. Wooden fences and fence posts (aluminum posts are not allowed) shall be made of cedar, cypress, redwood or other natural or similar appearance if approved by the committee in advance and the faced side of all wooden fences shall be on the outside of lot. In the case of fences erected by the Developer, it shall be the responsibility of each Lot Owner to maintain and repair that portion of such fence which the Developer has constructed along each rear Lot line. No fence shall be allowed on lots having frontage on a lake, except as specified in section 6.1 and approved by the Committee.

**8.19 SATELLITE DISHES.** No satellite dishes larger than 24" in diameter shall be allowed without the prior written approval of the committee.

**8.20 MAILBOXES.** The Developer will designate a type of mailbox, including mounting post (the "Bellingrath Lakes Mailbox"), as to design, construction, material and color, to be used for all Lots in the Subdivision. When a house is built on any Lot, the Owner thereof shall only use a Bellingrath Lakes Mailbox, the purchase and maintenance thereof to be the sole responsibility and at the cost of each respective Owner. Approved mailboxes may be purchased through K&C National Sales, 13030 Coursey Blvd., Baton Rouge, Louisiana, or at such place as may be designated by the Committee from time to time.

**8.21 PARKING, TRAILERS AND RV'S.** No cars of residents of a house on any Lot and no mobile homes, recreational vehicles, trailers, school buses, boats, motor homes, or trucks or other vehicles shall be kept, stored, parked, repaired or maintained on any Lot, street, servitude or right-of-way, in such a manner as to be visible from any street (front or side) contiguous to the Lot.

**8.22 ANTENNAS, OUTSIDE LIGHTING AND OUTSIDE SOUND.** No outside television antenna, radio antennas, or similar structures or devices shall be allowed without the prior written consent of the Committee. Antennas will under no circumstances to permitted on any Lot in such a manner as to be visible from any street (front or side) contiguous to the Lot. No antennas, outside lighting or outside sound shall be used in such a manner as to create an offensive condition for the neighbors or neighborhood.

**8.23 FIREPLACE FLUES.** Uncovered metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be completely enclosed on all sides with Hardi Plank siding, brick or stucco. All fireplaces must have a chimney cap made of brick, anodized aluminum, copper or other material that may be previously approved by the Committee.

**8.24 CEILING HEIGHTS.** All residences shall be constructed with the ceilings on the ground floor not less than nine (9) feet in plate height. All garages shall have a plate height not to exceed ten (10) feet.

**8.25 ROOF PITCH.** The minimum roof pitch shall be 9/12, except for shed roofs which shall be at least 4/12, unless otherwise approved by the Committee.

**8.26 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 vegetable garden for use by a single household may be located on a Lot provided that it is not visible from any street.

**8.27 CONCRETE TRUCKS.** Washing out of concrete trucks shall be on the Lot being poured and not on any other area of the Property or any other Lot. Failure to comply with this procedure shall be considered, a violation of these restrictions and each Owner who knowingly violates this restriction agrees to pay the Association the sum of Five Hundred and No/100 (\$500.00) Dollars for each violation of this restriction as liquidated damages;-however, this monetary damage provision shall not prohibit the Developer, the Association or any other 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 t ownership of the Lot affected and personal obligation of the Owner of the Lot at the time violation. If such fine is not paid within thirty (30) days of the dated notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for costs 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.

**8.28 SOIL CONDITIONS.** It shall be the sole responsibility of each Lot Owner, prior to construction of any structure on any Lot, to satisfy himself regarding the nature and bearing capacity of the soils on the Lot for the particular purpose being considered. The

Developer, Committee and Association make no warranty regarding and shall have no responsibility for any soil conditions nor for any damage caused by any soil conditions, such being the sole responsibility of the Lot Owner.

**8.29 LANDSCAPING.** Upon completion of improvements and prior to occupancy, the front yard shall be sodded and landscaping shall conceal air conditioning condenser units otherwise visible from any street.

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## 9. GENERAL PROVISIONS

**9.1 STRICT INTERPRETATION OF RESTRICTIONS.** These restrictions, including all obligations, covenants, conditions, restrictions and servitudes 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.

**9.2 KNOWING VIOLATION.** 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 in 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.

**9.3 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 each.

**9.4 AMENDMENT AND TERMINATION.** 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 85% 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 a majority of the then Owners of all Lots.

**9.5 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 public records at the time of mailing.

**9.6 ENFORCEMENT.** If any Owner, his agents, employees, heirs, successors, 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 Association or the Developer 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, covenants, restrictions, servitudes and conditions and to prevent him or them from so doing by a 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, including, with 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.

**9.7 SEVERABILITY.** Invalidation of any one of these reservations, restrictions, covenants or conditions by judgement or court order shall in no way affect any other provision of then restrictions, all of which shall remain in full force and effect.

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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:**

Michelle D. Holland

Barbara S. White

Ronnell Azar

Paula Calandro

BELLINGRATH LAKES, L.L.C.  
Jeffrey S. Couvillion, Managing Member

BELLINGRATH LAKES PROPERTY OWNER'S ASSOCIATION, INC.  
Jeffrey S. Couvillion, President

William R. Mullins, III  
Notary Public