

**ACT OF RESTRICTIONS FOR
THE LANDING AT MALLARD LAKES SUBDIVISION**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 3rd day of August, 2008, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

GROUP DEVELOPMENT, LLC

a Louisiana Limited Liability Company domiciled in the Parish of East Baton Rouge, represented herein by Mike Dalrymple, and Rick Vinyard, duly authorized members of Group Development, LLC (hereinafter referred to as "Developer"); who did depose and say that Developer is the owner of the following real property:

Lots 1-24, inclusive, The Landing at Mallard Lakes Subdivision, as shown on the Final Plat by Benchmark Group, LLC, Civil Engineers, which was executed by the Planning Commission of East Baton Rouge Parish, and is recorded in the Official Records of the Clerk and Recorder for East Baton Rouge Parish at Original 906, Bundle 12074.

The Developer hereby declares that it is the owner of all of the Property described above and that the Property shall be held, sold and conveyed subject to the following servitudes, restrictions, reservations, covenants and conditions which are for the purpose of protecting the value and desirability of the Property, and which covenants shall run with the Property and be binding on all parties having any right, title or interest in the Property any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**1.
DEFINITIONS**

- 1.1 "Property" or "Properties" shall mean and refer to that certain real property described above, together with any additional real property as may be subsequently added by amendment and subjected to the *Act of Restrictions for The Landing at Mallard Lakes Subdivision* (hereinafter the "Restrictions").
- 1.2 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of any Common Area and streets dedicated for the public use.
- 1.3 "Common Area" or "Common Property" shall mean any and all real property owned by the Developer and subsequently conveyed to the Association for the common use and enjoyment of the Owners, including but not limited to entry gate, signage, fence, streets, drives, landing, boat launch, dock, parking areas, clubhouse, lakes and banks of waterways which may be contained within or constructed in the Subdivision.
- 1.4 "Developer" or "Declarant" shall mean and refer to Group Development, LLC, and its successors and assigns.
- 1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or

entities (including the Developer), of fee simple title to any Lot. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be considered an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure. An "Owner" may also be referred to as a "Member" for purposes of his membership in the Association.

- 1.6 "The Landing at Mallard Lakes" or "Subdivision" shall mean The Landing at Mallard Lakes Subdivision, as set forth on the Final Plat for same. Properties which become filings of The Landing at Mallard Lakes that are subject to these Restrictions by the Developer shall be a part of and constitute the entire subdivision.
- 1.7 "Restrictions" or "Declarations" shall mean the entire body of this document entitled "Act of Restriction for The Landing at Mallard Lakes Subdivision."
- 1.8 "Association" shall mean and refer to The Landing at Mallard Lakes Subdivision Homeowners Association, Inc.
- 1.9 "Committee" shall mean and refer to the Architectural Control Committee for The Landing at Mallard Lakes Subdivision (also referred to hereinafter as "Architectural Control Committee").
- 1.10 "Final Plat" shall mean and refer to the Final Plat of any filing of The Landing at Mallard Lakes Subdivision that are recorded in the official records of the Clerk of Court of East Baton Rouge Parish and for which the property owner thereof has subjected to these Restrictions by separate document signed by such property owner.
- 1.11 "Appointment Period" shall mean and refer to the period of time commencing as of the date of recordation of these Restrictions and continuing to the earlier of (1) the date on which Declarant voluntarily relinquishes its right to appoint the members of the Board of Directors pursuant to Section 5.2 and 5.5; or (2) the moment that all of the Lots in the Subdivision have been conveyed by Declarant to non-Declarant Owners.
- 1.12 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.
- 1.13 "By Laws" shall mean and refer to By-Laws of the Association as may be adopted by the Board of Directors from time to time.
- 1.14 "Manager" shall mean and refer to any person, persons or company designated as Manager and employed by the Association to perform any of the duties, powers or functions of the Association.
- 1.15 "Rules and Regulations" shall mean and refer to the rules and regulations adopted by the Board of Directors from time to time pursuant to these Restrictions.

2. PURPOSE

2.1 Purpose. The purpose hereof is the creation of a high quality residential community having a uniform plan of development and the preservation of property value and amenities in the Subdivision. The Property is subject to the obligations, covenants, restrictions, reservations, servitudes, liens and charges herein set out, including but not limited to the assessment and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot; to protect the Owners of Lots 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 insure the highest and best development of the Subdivision; as hereinafter defined to encourage and secure the erection of attractive homes thereon, with appropriate locations of the home on the Lot; to secure and maintain proper setbacks from streets; and in general to provide adequately for high quality improvement of the property and to enhance the values of investments made by purchasers of building sites therein.

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these Restrictions are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and are incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each covenant, restriction, servitude and condition of these Restrictions and to pay any assessment shall be also the personal obligation of each Owner of a Lot in favor of the Owners of all other Lots. The Property and all portions thereof shall be conveyed, transferred and sold by any Owner subject to the covenants, restrictions, servitudes, liens, charges and conditions of these Restrictions, all of which are imposed on the Property and all of which shall run with the Lots. It is the intent and purpose of these Restrictions to set out a general plan of governing building standards, specific uses and improvements and certain of the provisions herein are intended to prohibit and inhibit the free use and development of the Property. Some of the provisions herein are couched in general terms, including without limitation those dealing with the Architectural Control Committee of proposed plans of improvement to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval for proposed building plans cannot be determined in advance of presentment. Accordingly each Lot Owner by recordation of an act transferring title to a Lot to said Owner, whether or not it shall be expressly so stated in the act, recognizes and agrees 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 and be bound by these Restrictions.

3.

IMPROVEMENT RESTRICTIONS

3.1 Formation and Purpose. To carry out the general plan of development and improvement of 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 Architectural Control Committee ("Committee") to perform the duties set forth below.

3.2 Committee Membership. The Committee shall eventually consist of two (2) members, being the then serving President and Secretary of the Association, unless otherwise determined by the majority vote of the Board of Directors of the Association. However, until all of the Lots (100%) in all existing and/or planned filings in the Subdivision have been built, completed, and transferred to Owners who will occupy the homes as their principal residence, the Committee shall consist of two (2) representatives of the Developer, or their designees or successors. The Developer may voluntarily relinquish control of the Committee to the Association at any time it may choose. The initial two (2) members of the Committee shall be Mike Dalrymple and Rick Vinyard.

Owners must obtain the prior written approval of the Committee for any contractor or tradesman principally responsible for any improvement to be constructed in the subdivision. In addition to the prior written approval of the contractor or tradesman by the Committee, no residence may be constructed in the Subdivision except by a contractor licensed as a residential builder by the Louisiana State Licensing Board for Contractors. No contracting shall be allowed by Owners, unless so licensed.

No building or other improvement of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design, exterior appearance thereof (including without limitation, painting, staining, or siding or veneers), or any addition or exterior alteration made thereto or demolition or destruction by voluntary action made thereto on the land

within the Subdivision, including without limitation the Common Areas, until obtaining the necessary written approvals of the Committee.

The Committee shall serve without compensation, but shall be entitled to reimbursement for their reasonable expenses. The expenses of the Committee (including legal and consulting fees) shall be paid from fee and other charges collected by Declarant or the Association.

3.3 Submission of Preliminary Plans. Prior to completion of Final Plans for any improvement on any Lot, the Owner thereof shall submit Preliminary Plans to the Committee (on 1/4" scale) for such proposed improvement, consisting of a floor plan, front elevation, site plan with driveway location and any proposed off-street parking. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within fourteen (14) days of receipt thereof. After written approval by the Committee of Preliminary Plans, the Owner may move forward with Final Plans for such proposed improvement (which must also be submitted to the Committee as set forth below).

3.4 Submission of Final Plans. Prior to commencement of any work on a Lot, including grading or clearing (except weed or trash removal), the Owner of the Lot shall submit to the Committee one set of Final Plans and specifications for the construction or remodeling of any residence, garage, building, shed, storeroom, parking pad, fence or wall, swimming pool, greenhouse, playhouse, antenna, satellite dish and other improvements deemed significant by the Committee. No building on any Lot may proceed except in accordance with submitted Final Plans as approved in writing. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction activity not in accordance with these Restrictions or not in accordance with Final Plans approved by the Committee. Such plans shall be considered to be submitted for approval only when they have been delivered to all of the Committee members. The following must be submitted: i) a copy of the plans or drawings and specifications which show all exterior materials, finishes and designs, including elevations of all four sides of the building, and all interior floor plans, ceiling heights and floor finishes. Any plan for a home or other improvements should be drawn to "industry standards." In the event the plans are not drawn to "industry standards," they may not be approved by the Committee. ii) a plot plan on a scale of 1:20 showing the location of all improvements on the Lot, drainage plan for the Lot, building setbacks and servitudes. iii) The Construction Deposit (as set forth below) must be received prior to review of the Final Plans by the Committee. Any other requests for any approval required by the Committee shall be submitted in writing by the applicant (with appropriate drawings and other information) to the Committee. Approval required by the Committee is not effective unless it is in writing and signed by each member of the Committee. Unless stated otherwise herein, if a request for approval is submitted to the Committee and the Committee issues no written approval thereof, this shall be considered disapproval of such request by the Committee. Together with submission of Final Plans, the Owner of the Lot shall submit the name of the builder that Owner intends to use to perform the work. Such builder must be a state licensed residential builder, and Owner must obtain written approval from the Committee. The Committee shall have the sole discretion as to whether a particular builder is approved or not. Once such written approval is obtained, Owner may not change or substitute builders without prior written consent of the Committee. The Committee encourages design creativity within a time-tested framework that ensures individuality yet compatible design character throughout the entire Subdivision. The Committee will encourage designs that incorporate outstanding architectural statements and the repetition of home designs will not be allowed. Only classic, time-tested, regional, traditional, historic styles will be accepted. Styles such as Victorian, Contemporary, and Art Deco will not be accepted.

3.5 Review of Final Plans. The Committee may issue its written approval or disapproval of such Final Plans submitted to it anytime within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans with thirty (30) days of submission shall constitute approval thereof. If construction is not commenced within six (6) months of approval of the Final Plans or any proposals, then the approval is void.

3.6 Standard of Review. The Committee shall have the right to approve or disapprove any plans, specifications, and builders, submitted to it in its sole and uncontrolled discretion. The Committee shall not be required to document its reasons for disapproving of any plan, specification or builder. Even though the submitted plans follow all guidelines set forth herein, or the builder is licensed and has built in the Subdivision before, they may be disapproved by the Committee. The Committee may issue from time to time a manual containing guidelines for use by builders and Owners in the selection of concepts, design techniques and/or materials/finishes for construction within the Subdivision. These guidelines shall be utilized by the Committee in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Committee may in its sole discretion approve or disapprove any proposed matter for any reasons set forth in these Restrictions. Notwithstanding anything in these Restrictions to the contrary, the Committee shall have the right to approve variances from these Restrictions when it deems it in the best interest of the overall house design or in the interest of the general plan of development of the Subdivision.

No approval of plans and specifications, and no publication of Design Guidelines or other standards shall be construed as a guarantee that following such plans, specifications or guidelines will produce a properly designed improvement.

3.7 Finality of Decision. The decision of the Committee shall be in their sole discretion and shall be binding and non-appealable.

3.8 Variances. The Committee, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems are appropriate, including reduction of the required square footage (not to exceed ten (10%) percent). Further, written approval of the Committee must be obtained by a Lot Owner for any waiver of any City/Parish Zoning Ordinance. Any waiver granted by the City/Parish, without prior approval of the Committee, must nevertheless receive approval from the Committee before being implemented. The Committee shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against a Lot Owner to enforce these Restrictions.

3.9 Indemnification. Each member of the Committee shall be indemnified by the Owners of Lots against all liability and expense, including attorney's fees reasonably incurred or imposed on him/her in connection with any proceeding to which he/she may be a party or in which he/she may become involved by reason of being a member of the Committee at such time as the expenses are incurred, unless the member of the Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to all other rights.

3.10 Landscaping. Landscaping plans and specifications shall be submitted to the Committee as a Site Plan (drawn to a scale of 1" = 20' minimum), including Complete Landscape Plans and Specifications of the plant materials and bed preparation and a detail of the hardscape. The Landscape Plans must contain the plans and specifications for all plant and bedding preparation, including the name and placement of any materials, as well as quantity and size. Landscape plans shall be submitted with house plans, but in no event later than the black-in stage of construction of the house. The entire front of the home must be landscaped upon completion of the home prior to occupancy by the homeowner. The details of the hardscape must include servitudes, foot print of home, driveway placement, including tree survey overlay indicating all trees in excess of three (3") inches in diameter, drainage (including flow of water), walls, fences, courtyards, walkways, pools, spas, decking, gazebos, pigeonniers, pergolas, or other detached structures.

Specific landscape requirements for each home site shall be as follows: Trees: The Owner shall plant one (1) tree per 2000 square feet of Lot area, meaning that on an average Lot of 10,000

square feet, five (5) trees would be required. The trees must be a minimum three (3") inches caliper diameter measured twelve (12") inches above the ground. Multiple trunk, fruiting and flowering trees are encouraged; however, if they are to qualify as a required tree at least one cane or trunk must be three (3") inch caliper. The number of required new trees may vary depending upon the number of existing trees, as credit is given for existing trees and size of installed new trees. The Committee may grant some variances for rear yard areas in the case of pools. Fifty (50%) percent of the trees shall be planted in the front yard with the remaining fifty (50%) percent planted elsewhere on the lot. The Owner must plant a minimum of fifty (50) shrubs, three (3) gallon size minimum, of which fifty (50%) percent are to be planted in the front yard. The Committee, depending on size of material and overall appearance, may alter this requirement. Miniature/dwarf plants will not count toward minimum requirements. Beds: Landscape flower and shrub beds shall be a minimum of four (4') feet in width immediately in front of all main building lines.

Plans: Two (2) sets of landscape plans and specifications showing the name and placement of plant material, as well as quantity and size shall be submitted for approval. Bed preparation specifications must be submitted with landscape plans for Committee approval. Landscape plans should be submitted with house plans, but in any event, no later than "black-in" stage. The entire front elevation of the home must be landscaped upon completion of the home and prior to occupancy by the homeowner. Landscape Damage Deposit will be held until landscaping is completed. Within on (1) year thereafter, the remainder of the landscape planting must be completed. All landscape architects and contractors should follow standard recognized and approved by the Louisiana Nursery and Landscape Association.

The front yard of all Lots must be fully sodded prior to occupancy, and within ninety (90) days after occupancy of the house, the remainder of the landscape planting must be completed. If weather does not permit sodding to be completed prior to occupancy of the house, then an additional \$1,000 Construction Deposit shall be required, which shall be returned when installation of the sod is complete. Any Lot Owner that does not complete said landscaping within ninety (90) days after occupancy of the home, shall pay a fine of \$500 to the Association for each thirty day period thereafter that it takes to complete the landscaping. The Association shall have lien rights to enforce payment of such fine, as well as use of said Construction Deposit.

3.11 Fees and Deposit. The initial schedule of required fees and deposits are as follows: i) Design Review Fee of \$500.00, and includes review of two (2) preliminary and two (2) final submissions of same improvement; ii) Additional Review Fee of \$300.00, for a re-review of a preliminary or final plan; iii) Change of Plans Fee of \$300.00, when the front elevation and/or the floor plans are changed from what has already been reviewed and approved; and iv) at the time of submission of the Final Plans to the Committee, the Owner shall make a \$3,000 Construction Deposit payable to the Association. The Committee shall be entitled to deposit this sum into a bank account in the name of the Association. The Committee shall have the right to require the Owner to increase the amount of this Construction Deposit at any time such Construction Deposit has been depleted by - violations such that the Construction Deposit on account does not fall below \$3,000). This purpose of the Construction Deposit is to insure: 1) plans are submitted to the Committee as set forth above. In the event construction of a house or other improvement has been started prior to written approval of the plans for such, then the entire amount of the Construction Deposit shall be immediately forfeited as liquidated damages to the Association. Further, all rights of the Developer, the Committee or the Association may have with respect to approval of the plans shall continue, including the right to fine the Owner, rights of injunctive relief, damages and other rights. 2) a clean job site, compliance with the Restrictions, overall community appearance and that the structure to be constructed is built in accordance with approved plans.

A written notice will be issued by the Committee to the Lot Owner regarding any violations or damage caused by the owner's construction activities. If the violation or damage has not been corrected within five (5) days after the date of notice, the violation or damage may be corrected by the Committee and the cost of same shall be charged to the Lot Owner. Said amount may be

deducted, without further notice, from the Construction Deposit until said deposit is exhausted, at which time the Lot Owner will be billed for any additional expense. The Association shall have the right to issue a lien to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill.

Notwithstanding the provisions of the Section however, neither the Developer, the Association nor the Committee shall be responsible for damage to any Lot caused by the activities of the Owner (or its builder) of any other Lot, and shall not be held responsible for any such damage if deductions are not made from the Construction Deposit or other damage collection provisions are not made for such violation. If no violation or damage occurs (or if no other deductions for such damage are made from the Construction Deposit by the Committee or the Association), the Construction Deposit shall be refunded in full to the original submitter of the Construction Deposit after satisfactory completion of construction of the improvements on the Lot in accordance with the approved plans and completion of the landscaping as set forth in these Restrictions. To the extent any of the Construction Deposit was spent for correction of violations, damages or fines, any balance will be refunded to the original submitter of same after satisfactory completion of the improvements and the landscaping.

3.12 Minimum Size of Residences. The minimum size of a residence is to be computed on the basis of square footage area, excluding porches, breezeways, garages, carports, cabanas, workshops, exterior bathrooms or areas that are not mechanically heated and cooled. The minimum living area shall be 2,500 square feet for a single story house, which shall have at least 2,000 square feet on the ground floor.

3.13 Building Setback Lines. For all Lots, the front setback shall be at least seventy-five (75') feet and no more than one hundred (100') feet from the centerline of the road. The sideline of the Lot shall be not less than the distance required by Parish Ordinance, or ten (10') feet, whichever is greater..

3.14 Car Storage and Garage Doors. All homes must have a fully enclosed garage with a closing garage door. Garages shall be designed to blend with the main home, utilizing the same materials and details. Garages shall have a minimum inside clearance of 20' x 20'. For garage doors with glass, a picture or drawing must be submitted to the Committee and approved by the Committee prior to installation. All garages shall be equipped with fully operational automatic garage door openers activated by remote control. Garage doors shall be constructed of wood or painted metal and must be decorative. All garage doors must remain closed except for ingress and egress. Garage doors which face the street must be placed in the rear 1/3 of the Lot and must have separate doors for each parking stall and must be "Carriage" style with decorative doors with a least three (3') feet between each door. Plain metal raised panel or flat panel doors will not be allowed. No garage apartment shall be built on any lot.

3.15 Configuration on Lot. In order to ensure that the location of the houses will be harmonious, that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of other houses, large trees, common facilities and similar consideration, the Committee reserves unto itself the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure including swimming pools, fences, etc. upon all residential building sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site. Prior to commencement of any construction, a temporary driveway must be put in place to prevent construction vehicles from tracking mud onto the street. Any dirt, mud, or other debris tracked onto the street must be cleaned within twenty-four (24) hours.

3.16 Driveways. Driveways shall be constructed no nearer than one (1') foot from the property line. A turning radius of not less than twenty-one (21') feet for entering the garage is required. Driveway must be at least eleven (11') feet in width and must flare to at least sixteen (16') in width at the street. The driveway shall taper from its widest point at the street to its narrowest point in the first twelve feet (12') from the street. Driveways shall be solid brick from the edge of the street

extending 12' toward the sidewalk and both sides of the driveway shall be lined with a brick border at least eight (8") inches in width for the remainder of its entire length. Driveways for lots one (1) thru ten (10) shall be on the left side of the home, as viewed from the street. Driveways for lots eleven (11) thru twenty-three (23) shall be on the right side of the home, as viewed from the street. Plans MUST indicate drainage location for water runoff from the driveway. Driveways must not divert runoff into the street and must not block surface drainage between existing catch basins for the drainage culverts. If it is more advantageous for the builder to install an additional catch basin when installing the driveway, it will be allowed as long as the tie-in to the existing drainage system is inspected and approved by a Louisiana licensed civil engineer. NO NEW CATCH BASINS MAY BE COVERED UP PRIOR TO INSPECTION. Walkways shall be at least forty-two (42") inches in width and must be constructed of concrete with brick accents, or; solid brick, stone, or slate.

3.17 Foundations. Prior to designing the foundation, Owner or Builder must have a detailed soil test performed on their lot by a licensed soil-testing engineer in the area which the home will rest. That report shall be provided to the foundation engineer. Foundations should be properly designed by a structural engineer or architect of the home in conjunction with the findings reported by the soil-testing engineer. The Developer does not warrant soil conditions. The minimum first floor elevation shall be at least eighteen (18") inches higher than the established 100-year flood elevation as shown on the applicable flood insurance rating map. Foundations shall be designed by the builder, designer or architect of each home. Committee's approval of construction plans for a home is limited only to appearance and not to structural design or engineering, for which the Committee takes no responsibility and shall have no liability.

3.18 Ceiling Height. All residences shall be constructed with interior ceiling on the ground floor not less than nine (9') feet, and at least twenty (20%) percent (according to the living area square footage) shall not be less than ten (10') feet.

3.19 Exterior Wall Heights. The minimum exposed wall height for first floor walls as measured from the slab up to the soffit shall be ten (10') feet on the front and side elevations. "Dap-Outs" allowing the exterior veneer to extend lower than the interior finished floor elevation are an acceptable option when the interior ceiling height of a first floor room is only nine feet (9').

3.20 Window Units. Window mounted air-conditioning or heating units may be used in non-living area spaces only, such as garages and storage rooms. They must be installed, however, in such a way that they are not visible from any street bordering the house.

3.21 Shutters. Where shutters are deemed appropriate, only wood will be allowed as a construction material. Shutter width should be proportionate to the window (1/2 of window width). All shutters must be functional, with all appropriate hardware. All shutters must be approved by the Committee. Shutter details must be shown on elevation drawings, including the number of battens. Picture windows should not have shutters. Closed shuttered windows (or false windows) shall not have battens showing, but the window shall be framed and the attendant hardware shall be included.

3.22 Fascia, Eaves & Soffits. Fascia, eaves and soffit shall be constructed of wood or cementitious products. No synthetic materials (including but not limited to vinyl or aluminum) will be permitted.

3.23 Roof. The roof pitch must be a minimum of 7:12 pitch. For second story roofs or special roofs (such as shed roofs) the Committee may approve a lesser pitch if the designer can show that it is more appropriate to the proportions of the house. Roof materials shall be of various shades of brown, dark grey or dark earth tones. The Committee must approve all roof colors. English tiles along the ridges are encouraged, as are zinc strips along ridges and hips. The minimum roof composition requirement in the Landing at Mallard Lakes shall be thirty (30) year composition architecturally cut shingles. Other roofing materials that may be used are laminated

composition architecturally cut shingles, true slate, imitation slate or cedar shake shingles. Other roofing materials will be considered, however, the Committee must approve all roofing materials. Standing seam copper or similar may be used sparingly as an accent. No solid metal roofing will be allowed.

3.24 Ridge Vents. Only shingle covered or English Tile covered ridge vents will be allowed.

3.25 Gutters. All roof gutters shall be half round with round downspouts. Gutter colors must be submitted to the Committee for approval prior to installation. Copper is encouraged.

3.26 Fireplace Chimney/Stack Vents. All exposed portions of chimney must be brick, cementitious siding, or stucco. Chimney caps are required and materials may be brick, slate, terra cotta, bronzed anodized aluminum or copper. All roof penetrations are to be painted to the color of the roof and must be located in the rear of the home when possible or at the least visible section of roof mass. Plans must show height and width dimensions of chimneys. Plumbing and mechanical vents shall be connected within the attic to minimize the number of roof penetrations.

3.27 Maximum Building Height. The maximum building height of the home and accessory buildings on any Lot shall be forty (40') feet measured from the finished grade of the Lot to the highest peak of the roof. Buildings shall be limited to two and one-half (2 1/2) stories.

3.28 Exterior Materials/Colors. The exterior of the home and accessory structures shall be constructed of stucco, brick, siding or cementitious materials approved by the Committee. In addition, cultured stone veneers may be allowed, subject to the approval of the Committee. Fake stone and lava rock is expressly prohibited. All siding must be wood or cementitious single board lap siding subject to the approval of the Committee. Siding should be used to accent the architectural style rather than used for major walls. Siding shall not be used more than twenty (20%) percent of the exterior walls without prior approval of the Committee. Exterior color samples, including siding, trim, brick, roof materials and colors should be submitted simultaneously to the Committee with Final Plans or at the latest, prior to black-in. If any color sections or materials are installed prior to approval, the Construction Deposit shall be automatically forfeited to the holder thereof. Installation of non-approved color/materials may result in mandatory removal and replacement. All brick used in the Subdivision must be old brick. Brick molding is required on all exterior openings facing a front and/or side street. Any changes in exterior colors or materials must be approved by the Committee, as must all changes to the plans. The Committee recommends the use of subdued colors. No bright or "strong" colors will be accepted. Colors will be examined not only in relation to one another on the subject home, but in relation to other homes within the line of sight.

3.29 Skylight/Solar Collectors. Skylights shall not be located on any elevation of the home which faces a street. Only flat skylights shall be allowed elsewhere. There shall be no solar collectors on any home, unless prior approval of the Committee is obtained. Skylights and any proposed solar collectors must be shown on the plans when submitted or (if after construction) on the drawings submitted to the Committee.

3.30 Window Coverings. No foil, sheets, reflective materials, paper or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. Interior window coverings shall be lined in neutral color so as not to detract from the exterior of the home. The Committee suggests the use of inexpensive shades as temporary window covering until permanent window coverings have been installed. Screens on windows should be submitted with plans. If added to the home later, details and location must be submitted to the Committee for prior approval.

3.31 Doors. Solid core wood doors are required on all front elevations; such doors may have wood panels. All exterior doors must be flashed with anodized aluminum or better.

3.32 Windows. All windows facing any street must be wood or vinyl clad. If false dormers are used, appropriate window treatments must be used to prevent interior or attic from being seen or framing must be painted black so as not to be able to be seen from the street. All windows must be flashed with anodized aluminum or better.

3.33 Gazebos/Pigeonniers. Gazebos should relate architecturally to the design of the house in both form and materials. Details and locations of such structures must be submitted to the Committee prior to construction thereof.

3.34 Storage Sheds. Storage sheds must be attached to the house or garage and shall be constructed of the same materials as the house. No pre-fabricated, free-standing structures will be permitted.

3.35 Pools, Spas and Hot Tubs. The design and location of pools, spas, hot tubs and related equipment shall be subject to approval of the Committee and shall be harmonious with the architectural and landscaping of the house. Pool fences shall conform to City/Parish requirements and the requirements for fencing in these Restrictions. Pool and pool equipment must have a minimum setback of fifteen (15') feet from the rear property line and ten (10') feet from each side property line.

3.36 Underground Utilities. Any utility lines in the Subdivision shall be installed underground. Electric service from the electric distribution system to any residence or any structure must be underground. All air conditioning compressors, utility boxes, gas/electrical meters and pool equipment must be visually screened from the street and from side yard view by the appropriate fencing, screening or landscaping. Details shall be submitted with landscaping plans to the Committee for approval.

3.37 Drainage. The Owner of the Lot is responsible for providing positive storm water drainage in the direction indicated in the drainage plan for the Subdivision on file with the Department of Public Works of East Baton Rouge Parish. Drainage may be surface or subsurface, provided however, that any subsurface drainage system must be approved by the Committee prior to installation. A Lot Owner shall not impede or modify the natural drainage flow of any lot in any manner that will adversely affect other Lots. The Committee or any other Lot Owner shall have the right to bring legal action to enforce this Restriction.

3.38 Erosion Control. Where any Lot borders a common area, prior to construction activity on such Lot (including grubbing), the Lot Owner shall install along the border a silt fence (buried in a trench so that the silt cannot flow under it). Where any Lot borders a street, prior to any construction activity on said Lot, the Lot Owner shall install along the border a mat of straw from the street curb in from the lot to five (5') feet behind the sidewalk. The silt fence and straw required by this section must be maintained by the Lot Owner until the Lot is sodded. No storage of lot scrapings, building materials or debris shall be on the lake or park side of the silt fence.

3.39 Completion of Improvements. Once construction of a house (or any addition thereto) or outside structure has commenced, it must be completed within twelve (12) months. If such improvements are not completed within the time period specified in this section, then the Lot owner shall remove the foundation from the Lot and restore the Lot to a clean and attractive appearance (unless otherwise approved by the Committee).

3.40 Walls and Fences. All fences and walls facing the street shall be constructed of solid masonry, or ornamental iron/aluminum fence panels with masonry or ornamental iron / aluminum columns. Wood fences are not allowed to face the street. Maximum height of walls and fences shall be eight (8') feet. Side yard and rear yard fences should be built on the property line. The Committee in certain circumstances may consider variances regarding placement slightly away from the property line if tree preservation is the concern.

3.41 Tennis Courts. Tennis courts shall not be permitted on any Lot.

3.42 Mailboxes. The Committee shall pre-select the type and style of mailboxes. Owners are required to select from the type and style pre-selected by the Committee.

3.43 Lake. Any lake or any portion thereof, which is shown on the Final Plat of the Subdivision as being Common Area, shall be for the sole enjoyment of the Lot Owners and their guests. There shall be no swimming or use of motorized boats, (with the exception of electric trolling motor). Motorized waterborne vehicles are not allowed in any lake on the Common Area. Only pole or rod and reel fishing is allowed in any lake on the Common Area. Beginning March 1st of each year and ending on April 16th of each year (the spawning period), all fish caught in any lake on the Common Area shall be immediately released back into the lake without any restraint (i.e. fish caught during the spawning period shall not be placed back into the lake on stringers, in cages or nets, or with any device that would restrict full freedom of movement or access to the entirety of the lake).

Discharge of wastewater, pool water, heated water, chemicals, toxic materials, and anything other than clean water into any lake in the Subdivision is prohibited.

3.44 Clotheslines. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited, nor shall any clothing, rugs or other items be hung from any place on a railing, fence, hedge, wall or tree.

3.45 Antennas, Outside Flagpoles, Satellite Dishes. Radio and television antennas and flagpoles shall be prohibited. The Committee may allow eighteen (18") inch satellite dishes under the following conditions: i) dishes not be visible from the street or adjoining lots; and ii) the signal not interfere with the reception of television or radio signals of other Owners. The Owner must submit a site plan to the Committee showing the exact location of the dish, and the Committee will have the authority to grant or deny each request on a request-by-request basis.

3.46 Exterior/Security Lighting. Exterior site lighting shall not infringe on neighboring Lots or Common areas. Utility poles are prohibited.

3.47 Jobsite. Contractors are required to keep their job sites as neat and clean as possible. No construction materials or grubbing debris may be stored on the Common Area. Construction materials shall be stored in a neat and orderly manner at all times during construction. Mud from construction vehicles on the streets of the Subdivision shall be removed before each day's end. Materials are not permitted to accumulate on any Lot for a period exceeding 30 days from their delivery.

3.48 Trash, Littering and Stockpiling. All contractors must provide a dumpster to the Lot at the beginning of construction. All construction sites are to be clean so as to facilitate a pleasing appearance to homeowners, visitors or prospective buyers and to eliminate hazards for the visitors who will be touring through the various construction projects. All wrappers, paper goods and light-weight building materials that could potentially blow onto adjacent Lots, a lake or park area, shall be maintained, properly stored or deposited in trash receptacles on a daily basis. Any food wrappers, containers, etc., from lunch or breaks of workers shall be deposited in trash receptacles daily. No Common Areas shall be used for lunch or breaks by workers. There shall be no stock piling or dumping on adjacent Lots. Every effort shall be made to keep construction debris off of adjacent Lots and common areas. While construction is to begin adjacent to a vacant Lot, the contractor shall not utilize such vacant Lot in any manner without obtaining prior approval from the Owner of the vacant Lot. Any damage to an adjacent Lot is to be repaired immediately. There shall be no burning of construction materials, trash, debris or any other materials on any job site. Neither the Developer, the Association nor the Committee shall be responsible for any damage caused by any fire that should occur.

3.49 Speed Limit. The established speed limit within this Subdivision will be posted, and must be strictly adhered to. Until posted, the maximum speed limit will be 30 miles per hour.

3.50 Utility Usage. Contractors will use only the utilities provided on the immediate job site on which they are working. No utility connections from adjacent or nearby Lots may be used.

3.51 Damages. Any damages to the streets, curbs, drainage system, street signs, mailboxes, landscaping, Common Areas, adjacent Lots or any other similar property and infrastructure may be repaired by the Committee and such costs may be deducted from the Construction Deposit. If the cost of the repairs exceeds the amount of the Construction Deposit, the responsible Lot Owner shall be obligated to pay such excess cost and the Committee shall have lien rights on the Lot Owner's Lot to enforce collection of such amounts.

3.52 Spillage. Operators of vehicles are required to see that they do not spill any damaging materials within the Subdivision, and if spillage occurs, operators are responsible for cleaning up same in accordance with all local, state and national guidelines pertaining to same. If an operator does not clean up a spill, the cost of the clean up will be deducted from the Construction Deposit of the responsible Lot Owner. If the cost of the clean up exceeds the Construction Deposit, the responsible Lot Owner will be billed for and be obligated to pay any excess cost.

3.53 Utility Line/Pipe Cuts/Repairs. If any telephone, cable TV, electrical, water or sewer lines are cut, it is the contractor's responsibility to report such accident to the appropriate utility company (or Public Work's Department). The cost of repairs for such damage will be the responsibility of the Lot Owner whose contractor caused the damage.

3.54 Parking of Equipment. No construction vehicles may be parked overnight in the Subdivision, the streets thereof or properties adjacent thereto. Construction equipment may be left on the site while needed, but must not be kept on the street or on vacant Lots in the Subdivision. No building materials or equipment of any kind may be placed or stored on any Lot except in the actual course of construction of improvements on a Lot. No vehicle may be parked on or within any driving surface in any manner which blocks the driving surface in any road or private driveway or on Lots other than the one where the contractor is working. Any unregistered, unauthorized or illegally parked vehicles or equipment will be towed at the expense of the owner of the vehicle or equipment. Contractors may park on the street in front of the subject Lot as long as they do not block the flow of traffic and vehicles are not left overnight.

3.55 Concrete Trucks, Deliveries and Washouts. Concrete trucks may only be washed out on the site where they have just poured the slab or drive. Concrete trucks may not be washed out on any street, sidewalk, street drain, undeveloped property or Common Area. The contractor is to designate a washout area on the Lot where the pour is taking place and notify the concrete truck driver as to this location. Any cost of clean up by the Committee or the Developer will be deducted from the Construction Deposit at twice the amount of the direct cost. Concrete trucks may not use any adjacent Lots or Common Areas for the pour, unless they receive permission from the adjacent Lot Owner in advance.

3.56 Portable Restrooms. Each Lot Owner (through his contractor) shall be required to provide a properly maintained portable restroom on-site during construction. Pooling or shared cost of a portable restroom by contractors on adjacent Lots or Lots directly across the street is permitted. The portable restrooms shall be maintained on a regular basis and the door of the portable restroom shall face toward the subject property, and not towards the street.

3.57 Loud Music. Loud radios or noise (other than construction noise) will not be permitted within the Subdivision. Speakers mounted on vehicles or outside the residence under construction will not be permitted.

3.58 Grass and Weeds on Construction Sites. During home construction, grass and weeds must be appropriately maintained by the Contractor and/or the Lot Owner. If the Committee has to contract to have such work done due to inaction by the Contractor or the Lot Owner, then such cost shall be deducted from the Construction Deposit at twice the amount of the direct cost thereof.

3.59 Sunday Work. No construction work shall take place on Sunday, other than work which is not noisy, such as manual painting, without the prior consent of Developer or the Committee.

3.60 Sewerage. No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system until the design for that method of treatment and disposal has been approved by the Committee and the appropriate health units of governmental bodies having jurisdiction over such matters. There shall be no connection to the Subdivision sanitary sewerage system that has not been approved and permitted by the proper East Baton Rouge Parish authorities.

4.

GENERAL CONVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 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 no 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 by 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 such. The Owner of any two (2) or more adjoining Lots which front on the same street may erect a single family residence on said Lots, in which case the two (2) Lots shall be considered as one Lot for the purpose of these Restrictions, except for voting.

4.2 Resubdivision of Lots. No re-subdivision of Lots 1 thru Twenty-Four shall be allowed..

4.3 Servitudes and Right-of-Ways. Various servitudes and right of ways for installation and maintenance of utilities, drainage facilities and ditches, and for sidewalks are reserved as shown on the Final Plat of the Subdivision and other recorded plats relating to the Property. Within these servitudes, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage channels in the servitudes (easements) or which may interfere with passage along the sidewalks. The servitude area on each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. To the extent any landscaping, fences or other improvements are placed in any servitude area, such items are subject to removal or damage at the Lot Owner's expense in the event work in the servitude area is required.

4.4 Single Residence. No trailer, basement, shack, garage, garage apartment, storage room, barn or other out-building shall at any time be used as a residence, temporary or permanent.. No structure may be occupied as a residence until its exterior is completely finished.

4.5 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 purpose and further provided that they are kept, bred, or maintained otherwise in accordance with law. Domestic animals shall not be permitted to roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such number as to cause a nuisance. Dogs that tend to obsessively bark shall not be allowed to remain outside in the yard of any residence.

4.6 Refuse. No trash, ashes or other refuse may be thrown or dumped on any Lot (vacant or occupied). No building materials may be stored on any Lot except during the construction period of a residence or other approved improvement thereon. No building materials or trash may be stored or deposited on any Lot other than the one under construction, except with the permission of such Lot Owner. No burning of rubbish or trash will be allowed on a Lot at any time.

4.7 Lot Maintenance. The Lot Owner shall keep the grass, weeds and vegetation on his/her Lot mowed and trimmed at regular intervals so as to maintain the same in a neat and attractive manner. For all Lots, the yard to be maintained includes the grass areas between the front of the Lot and the back of any street curb bordering the Lot. For Lots which have a servitude bordering the Lot, the yard to be maintained by the Lot Owner shall include such bordering servitude. Landscaping shall be maintained in a neat and attractive manner by the Lot Owner. If the Lot is not mowed and kept clean by the Lot Owner (and the landscaping maintained), the Committee may notify the Lot Owner of the conditions. If after 10 days from sending of the notice, no action is taken by the Lot Owner, then the Committee may cause said Lot to be mowed (and/or landscaping maintained) and the Owner of such Lot shall be billed the greater of the cost thereof (including attorney's fees if legal action for collection is deemed necessary by the Committee) or \$100 per mowing (or maintenance). The Association shall have lien rights to enforce payment of any charges for such mowing or maintenance (and attorney's fees if legal action for collection is deemed necessary by the Committee).

4.8 Maintenance (Home Exterior). Each Owner of a home in the Subdivision shall keep the exterior of said home reasonably maintained, including garages, carports and other approved out-buildings. This shall include painting and replacement of roofs, gutters, downspouts and exterior building surfaces and other necessary maintenance including the replacement of windows, doors and shutters when necessary.

4.9 Playground Equipment. Playground equipment and swing sets may be made of wood, metal or plastic. Metal equipment must be kept in good condition, free of rust and chipping paint. Wood is recommended. All such playground equipment must be placed in the rear of the house only. All such equipment must be screened from view with adequate landscaping, shrubbery or fencing so as to reduce visibility from streets, lakes or park areas. The Developer will not install any playground equipment on any Common Areas in the Subdivision.

4.10 Basketball Goals. Basketball goals are permitted, however, under no circumstances are basketball goals allowed to be attached to any part of the residence or other structure. Any Owner desiring to install a basketball goal must get the Committee's approval of the location and placement prior to the installation.

4.11 Commercial Activities. No commercial, business or trade shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Subdivision. This restriction, however, shall not prohibit a contractor from erecting a temporary shed and/or office on any Lot during construction of house on the same Lot. A contractor may use a home or homes as a model and temporary sales office during his building program in the Subdivision. An exception to this restriction is that the Developer (or its designee) may have a construction and/or sales office in the Subdivision. These Restrictions shall not prohibit any home office that is allowed according to the type of zoning on the Subdivision (applying the zoning ordinances of East Baton Rouge Parish), however, no direct retail or wholesale sales activities shall be allowed from residence or Lots in the Subdivision.

4.12 Signs. No signs of any kind or description shall be displayed on any Lot, other than "For Sale" signs and signs designating these involved in the construction of any residential home other approved improvements (each not exceeding five square feet in size). The Developer is excepted from this restriction. No signs (such as garage sale, lost pet, announcements, etc.) shall be attached to any Subdivision street sign poles or light poles.

4.13 Mobile Homes, Trailers, Boats and Other Vehicles. The keeping of a mobile home or mobile home trailer, either with or without wheels, on any Lot is prohibited. No school buses shall be allowed to be kept or stored on any Lot or street in the Subdivision at any time. No house boat, recreational vehicle (motor home), large camper trailer, truck (larger than a pick-up truck) may be maintained, stored or kept on any Lots, unless approved by the Committee and only if in such a manner as it can not be seen from any street Common Area. Small trailers and boats may be kept on Lots, but only if housed completely within a fully enclosed, standard boat port garage or kept in the rear of the home in an area which is completely screened from the view of streets and neighboring homes, and which has been approved by the Committee.

4.14 Vehicle Parking. No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of the residence is completed. No vehicle may be parked on or within park areas, common landscape areas or on the neutral ground of any street. No vehicles may be parked on any driving surface which in any way blocks or impedes the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed off of the property at the expense of the owner of the vehicle.

4.15 Go-Carts, Motorbikes and Other Similar Vehicles. No unlicensed go-cars, motorbikes, off-road vehicles and other similar vehicles shall be permitted to be driven on the streets, sidewalks or right-of-ways of the Subdivision or Common Areas. Also, no unlicensed operators shall be allowed to operate any type of vehicle on any streets, sidewalks or right-of-ways of the Subdivision or Common Areas

4.16 Firearms. The use of firearms or air guns is strictly forbidden anywhere in the Subdivision.

4.17 Outside Sound. Outside music, sound-producing devices and any other mechanical devices shall be subject to the approval of the Committee. Outside music shall not be played so loud that it is considered a nuisance by the neighbors. The Committee shall have the sole discretion as to what may or may not be considered a nuisance.

4.18 Gardening. No Lot shall be used for farming purposes, except that flowers, shrubbery, fruits and vegetables 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 and kept free from obnoxious odors and insects.

4.19 Nuisances. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to other Owners. Decisions of the Committee in its sole discretion shall be final as to what does nor does not constitute an annoyance or nuisance.

4.20 Servitudes. The Final Plat of the Subdivision shows servitudes upon certain Lots within the Subdivision. Cutting of the grass and maintenance of such servitude areas shall be the responsibility of, and at the cost of, the Owner of the Lot on which the servitude lies.

5.

HOMEOWNERS ASSOCIATION

5.1 Organization. The Landing at Mallard Lakes Subdivision Homeowner's Association, Inc. (the "Association") is a Louisiana corporation formed or to be formed under the Louisiana Nonprofit Corporation Act. The Association shall have duties, powers and rights set forth in these Restrictions, the Articles of the Association and the By-Laws, as may be adopted by the Association from time to time. The Association shall be the only organization that shall have jurisdiction over the Subdivision.

5.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors ("Board"). The numbers, terms, election and qualification of members of the Board shall be fixed in the Articles of the Association and/or the By-Laws. The initial Board shall consist of two (2) members appointed by the Developer. The Board may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers or agents of the Association. Action by or on behalf of the Association may be taken by the Board or any duly authorized agent, except where specifically provided herein.

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

5.4 Voting Rights of Membership. The rights and privileges of membership, including the right to vote and to hold office in the Association, may be exercised by the Owner, but in no event shall more than one vote be cast for each Lot. When more than one person holds an interest in a Lot, the vote for such Lot shall be exercised as those owners of the Lot themselves determine, and then advise the Secretary or Vice Secretary of the Association prior to the meeting. In the absence of such advice, the vote appurtenant to each Lot shall be equal and each Lot shall one vote.

5.5 Initial Board of Directors. The initial Board of Directors shall be Mike Dalrymple and Rick Vinyard.

5.6 Duties and Powers of the Association. The Association has been formed to further the common interests of the Owners. The Association, acting through the Board, or through others appointed by the Board, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve or enhance to Common Areas. Among other things, the Association will be responsible, through the Board, to: A) elect officers to conduct the affairs of the Association; B) enforce all covenants and restrictions stated herein; C) maintain any landscaping and other structures at the Subdivision entrance and all Common Areas; D) serve and represent the Owners in any public matter or hearing affecting the Subdivision; E) maintain the grounds (including cutting the grass) and structures on Common Areas; F) maintain (and replace) the equipment and facilities, when needed, and supervise, insure with liability insurance, make rules for and monitor the use of the Common Areas; G) pay any promissory notes at any bank on which the Association may be indebted, including any note where the Association borrowed money for the construction of the associated facilities and landscaping; H) maintain the irrigation systems and lighting systems through the Subdivision and water well used by the Subdivision when necessary. I) paint, reseal, maintain and replace the pavings and the street signs and light poles. J) maintain insurance on the Common Areas as set forth herein; and K) act in any other capacity or manner in which the majority of the Board so vote.

5.7 Acceptance of Property and Facilities Transferred by Declarant. The Association shall accept title to any Common Area indicated on such Final Plat of the Subdivision, subject to all rights of the Declarant/Developer contained herein.

5.8 Management and Care of Common Areas. The Association shall manage, operate, care for, maintain, repair and insure, as may be deemed appropriate, the Common Area (including the entry gate, signage, fence, streets, drives, landing, boat launch, dock, parking areas, clubhouse, lakes and banks of waterways), and keep same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Association shall have title to the Common Areas and

no Owner or any other person shall have the right to claim, own, partition or acquire any portion of the Common Area.

5.9 Budgets and Assessments. The Association shall adopt Budgets and levy and collect Assessments in a manner consistent with customs and practices of similar organizations in East Baton Rouge Parish.

5.10 Rules and Regulations. The Association shall from time to time adopt, amend, repeal and enforce Rules and Regulation as may be deemed necessary and desirable with respect to the interpretation and implementation of these Restrictions, as may be amended, the operations of the Association, the use and enjoyment of the Common Areas and use of Lots. Any Rule and Regulation shall be reasonably and uniformly applied, and shall be effective only upon adoption by resolution of the Board. In the event of a conflict between the Rules and Regulations and these Restrictions, these Restrictions shall prevail. The Association shall have the power to enforce the provisions of these Restrictions and shall take action as the Board deems necessary or desirable to cause compliance therewith.

5.11 Access Restrictions. The Association (through the Board) shall have the power to restrict access, ingress and egress of Owners and invitees to, from, between and on Lots, Common Areas, Right-of-Ways, subject to the Rules and Regulations.

5.12 Servitudes. The Association shall have the power to grant permits, licenses and servitudes for access, utility, drainage, water service, sewerage and other services, in, over, across or under the Common Areas as may be reasonably necessary or useful for the Lot Owners or maintenance of the Common Areas. The Association shall have the power to enter into agreements for the construction and maintenance of drainage facilities over adjoining property to further the development of the Property.

5.13 Restrictions on Builders. The Association shall have the power to determine that any contractor or construction tradesman is unsuitable for construction of work on the Property and prohibit the contractor or tradesman for performing work on any project in the Subdivision. In addition to approval of the contractor or tradesman by the Association, no residence may be constructed in the Subdivision except by a contractor licensed by the Louisiana State Licensing Board for Contractors. No contracting shall be allowed by Owners, unless so licensed.

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

5.15 Developer's Rights. Developer shall have, and hereby retains and reserves, certain rights as set forth in these Restrictions with respect to the Association until such rights are voluntarily relinquished by Developer. Developer shall have the right to modify or amend these Restrictions (including making the Restrictions more restrictive) until Developer voluntarily relinquishes such rights. The rights and reservations of Developer set forth in these Restrictions shall be deemed excepted from and reserved in each conveyance by Developer to the Association and in each case deed or other instrument by which any Lot is conveyed by Developer, whether or not specifically stated therein. The rights, reservations and servitudes of Declarant set forth in these Restrictions shall have priority over and be superior to any other provisions of these Restrictions, and may not, without Declarant's prior written consent, be modified, amended, rescinded or

affected by any amendment to these Restrictions. Declarant's consent to any one such amendment shall not be construed as consent to any other subsequent modification.

6. ASSESSMENTS

6.1 Regular Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to pay the Association regular assessments, special assessments, dues or charges, as may be established and provided for in these Restrictions. Beginning in the year 2008, each Lot shall be subject to and the Lot Owner of which shall pay a bi-annual assessment of Three Hundred Seventy-Five Dollars (\$375.00), payable on or before January 10th and again on or before July 10th of each year (the "Initial Assessment"). The Initial Assessment shall remain effective for the years after 2008 unless changed by Developer or by the required vote of the Board of Directors as set forth below. All assessments shall be paid to the Association. After 2008, the assessments may be increased or decreased no more than 10% per year by the Developer or by the affirmative vote of the majority of the Board of Directors of the Association. Any increase or decrease in assessments and/or dues greater than 10% per year may only be effected by (i) a majority vote of Owners who are voting in person or by proxy at a meeting duly called for this purpose and (ii) the vote Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association. The Common Expenses to be funded by the annual Assessments shall include amount to pay for the responsibilities of the Association as set forth in Section 5.6 above and as otherwise set forth in these Restrictions, including, but not necessarily limited to, the following:

- (i) management fees and expenses of administration, including legal and accounting fees and insurance premiums;
- (ii) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and security services, if any such services or charges are provided or paid by the Association;
- (iii) the expenses of maintenance, operation, and repair of those portions of the Common Areas which are the responsibility of the Association under the Declaration including the maintenance of the Common areas, including the entry gate, signage, fence, streets, drives, landing, boat launch, dock, parking areas, clubhouse, lakes and banks of waterways;
- (iv) the expenses of maintenance, operation, and repair of other amenities and facilities serving the Subdivision, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;
- (v) amounts spent with independent professionals by the Architectural Control Committee for plan review;
- (vi) ad valorem real and personal property taxes assessed and levied against the Common Areas;
- (vii) the expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;
- (viii) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots; and

- (ix) the establishment and maintenance of a reasonable reserve fund or funds (A) for inspection, maintenance, repair and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired or replaced in a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

Notwithstanding anything in these Restrictions to the contrary, the following property shall be exempt from regular assessments, maintenance assessments and special assessments of any kind or nature: i) all properties dedicated to and accepted by any local public authority; ii) the Common Areas as shown on the Final Plat of the Subdivision; and iii) any unimproved Lots owned by the Developer. The Developer, however, will make contributions to the Association to cover the shortfall between dues, income and actual expenses of the Association (not including reserves and contingency funds) for the year 2008.

6.2 Special Assessments. In addition to the regular assessments authorized above, the Association, acting through its Board of Directors, may levy, in any year, special assessments for Common Expenses, applicable to that year only, provided that such special assessment (i) shall be approved by Declarant, for so long as Declarant owns any Lot primarily for the purpose of sale; (ii) does not apply to any Lots still owned by Declarant; and iii) is approved by a majority of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 6.4 below. The Board of Directors may make such special assessments payable in installments over a period of which may, in the Board's discretion, extend in excess of the fiscal year in each adopted. Such special assessments shall not apply to any Lots the Developer owns in the Subdivision.

6.3 Individual Assessment. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against and billed to such Owner and his/her respective Lot. The individual Assessments provided for in this section 6.3 shall be levied by the Board of Directors, and the amount and due date of such assessment so levied by the Board shall be specified by the Board. The Board of Directors may levy, as an individual assessment, an assessment for the charges that may be imposed by the terms of these Restrictions. The Developer is exempted from paying any Individual Assessments for any Lots it owns in the Subdivision.

6.4 Notice of Meeting. Written notice of any meeting of the Association called for the purpose of taking any action, including establishing or changing assessments (when a vote of Owners is required), shall be sent to all Owners not less than 10 days nor more than 30 days in advance of the meeting. Said notice may be sent only by a member of the Board of Directors or any officer of the Association. The presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes shall constitute a quorum. In the event a quorum is not present at a duly called meeting, the meeting shall be adjourned. Thereafter, written notice of a second meeting as set forth above in this paragraph and a quorum shall not be required at such second meeting, provided such second meeting is held within 60 days after the first meeting.

6.5 Liens. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot, in favor of the Association.

6.6 Effect of Nonpayment: Remedies of the Association. Any assessments levied, whether regular, special or individual, to a Lot Owner which are not paid when due shall be delinquent. Any assessment which remains delinquent for a period of more than ten (10) days after the date when due shall incur a late twelve percent (12%) per annum. In the event a Lot Owner fails to

pay an assessment within ten (10) days after the due date thereof, the Board of Directors of the Association may send the delinquent Lot Owner notice of such payment due. If the delinquent Owner fails to pay the amount due within thirty (30) days after the date of mailing of such notice, the Board of Directors may elect to file a claim of lien against the Lot of the delinquent Owner by recording notice setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c) the legal description and municipal address of the Lot against which the lien is claimed; and (d) the name of the Owner of the Lot as shown upon the records of the Association. The notice of lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall be prior to any declaration of homestead rights and any other lien, encumbrance or Mortgage encumbering the Lot; provided, however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien, encumbrance or Mortgage encumbering the Lot. The lien shall secure all amounts set forth in the notice of lien, as well as all subsequently accruing amounts (including reasonable attorneys' fees). The lien shall continue until the amounts secured by it and all subsequently accruing amounts (including fees) are fully paid or otherwise satisfied. When all amounts claimed in the lien (including reasonable attorneys' fees), as well as assessments which have accrued subsequent to the filing of the lien, have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Louisiana. The lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a previously recorded First Mortgage shall extinguish the lien, but it shall not relieve the purchaser or the transferee of the Lot from or the transferee of the Lot from liability for, or the Lot from the lien of any Assessments, late charges, interest and costs of collection (including reasonable attorneys' fees) made thereafter. Any delinquent Assessments and costs of collection (including reasonable attorneys' fees) which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots as a common expense. In the event that the Assessment remains unpaid after sixty (60) days from the original due date, the Association may (as the Board shall determine) institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to Lot vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. The Association shall have the power to bid on the lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation non-use of the Common Areas or abandonment of his Lot and an Owner shall remain personally liable for Assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot.

7.

GENERAL PROVISIONS

7.1 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 to provide authority to the Declarant, the Association and the Committee to create and maintain the Subdivision. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

7.2 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 (20) years from this date. After the expiration of the initial twenty (20) year term, these Restrictions shall be automatically extended for successive periods of ten (10) years.

7.3 Knowing Violation of Restrictions. In the event of a knowing or intentional violations 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 attorneys' fees to be fixed and awarded by the court.

7.4 Amendment of Restrictions by Developer. The Developer reserves the right to amend these Restrictions one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Developer. Any amendment of these Restrictions shall be in writing and shall be effective when filed for recordation in East Baton Rouge Parish, State of Louisiana.

7.5 Amendment of Restrictions by Owners. After relinquishment of authority by Developer, these Restrictions, any covenant condition, restriction, servitude or other provision contained in these Restrictions may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by a vote of Members of the Association holding at least two-thirds (2/3) of the voting power of the Association present in person or by proxy at a duly constituted meeting. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the voting group to be in furtherance of the development of the Subdivision Notwithstanding the above to the contrary, however, so long as the Developer is an Owner of a Lot or Lots in the Subdivision, there shall be no amendment to these Restrictions without the written consent on the Developer on the amendment document.

7.6 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 house on a Lot in the Subdivision, or if there is no house on a Lot, the address which the Owner of such lot have given the Secretary of the Association for the mailing of notices. If no address has been given the Secretary for mailing of notices for lots which do not have a house thereon, then notices are not required to be made to the Owner of such Lot, but may sent to the person who appears as Owner on the records of the Assessor for East Baton Rouge Parish, Louisiana at the time of mailing at the address shown on such Assessor's records.

7.7 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 Association or the Developer to prosecute any proceeding at law or in equity against such an Owner violating or attempting to violate any such obligations, covenant, 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, 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 against such violating Owner or any other Owner which may participate in a similar violation at a future date.

7.8 Soil Conditions. Each Lot sold by Developer is sold without warranties with respect to soil conditions. It is recommended that each Owner undertake soil condition testing as a is necessary for each Owner, architect and contractor to be familiar with the soil conditions on the Owner's Lot. Each Owner shall be deemed to have expressly waived, in favor of Developer, all warranties with respect to soil conditions of any Lot. Each Owner shall forfeit the right to avoid a sale by Developer or seek a reduction in the purchase price of a Lot based on the soil conditions. Each Owner shall be deemed to have unconditionally released Developer from and against any liability arising out of any claim pertaining to the soil on any Lot. In the absence of an express agreement to the contrary, this waiver of soil condition warranties shall not run in favor of any

Owner other than the Developer. Additionally, 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 set forth above. Each Owner shall be deemed to have accepted title to the Lots with full knowledge and disclosure that fill material may have been spread or placed on each Lot.

7.9 Severability. Invalidation of any one of these reservations, restrictions, covenants or conditions 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.

8. COMMON AREAS

8.1 Common Areas. The Developer shall, upon selling all Lots it owns in the Subdivision (or such sooner time at its sole discretion), convey to the Association certain Common Area to the Association (including entry gate, signage, fence, streets, drives, landing, boat launch, dock, parking areas, clubhouse and banks of waterways). It shall be the responsibility of the Association to maintain, insure with property and casualty insurance, make rules for the use of and supervise the use of the Common Areas. By purchase of a Lot in the Subdivision, each such Lot Owner acknowledges that he/she/they agree to release, hold harmless and indemnify Developer, the Committee and the Association for any personal injury, including death, arising out of the use of the pond, boat launch, and other Common Areas. Further, neither the Developer, the Association, the Officers nor Board of Directors shall have any responsibility or liability for the payment of any promissory note or notes to the bank which may provide funds used for the construction of improvements on the Common Areas. Specific Rules & Regulations will be promulgated by the Committee relating the entry road, boat dock, boat launch and parking area at the rear of the Subdivision. These rules will address the maximum size of the boats that can be launched from this area, the maximum amount of time that a boat can use the launch and other requirements for the mutual benefit of the Owners.

The Common Areas are private property dedicated to the use of the Owners, their families and guests. Any Owner or family member must accompany any guest using the Common Areas or any structures thereon. Operation of any motorized go-cart, motorize dirt bike, motorized trail bike or other similar vehicle is prohibited in any part of the Common Area, including streets. The Association, through the Board, has the authority to and must obtain and maintain general liability insurance for the Association, with limits of not less than \$1,000,000 per occurrence, and property insurance with a value of not less than the full replacement costs of the structures on the Common Areas, against fire, flood, wind damage, vandalism, and other hazards. All property insurance shall be for the benefit of the Association, the Owners and their mortgagees as their interest may appear.

The Association does agree, that upon the sale or transfer of all Lots in the Subdivision, or prior to that time at the sole discretion of the Developer, the Association will accept the transfer and conveyance, without any warranty (except as to title) all Common Areas, to have and to hold in full ownership forever.

9. LIMITED ACCESS TO DEVELOPMENT

The entrance to the Subdivision shall be gated and have controlled entrance during certain hours. All Lot Owners shall be deemed to approve gating or control of the entrance street of the Subdivision, as the Board of Directors shall deem appropriate. The Association shall be responsible for all maintenance costs and expenses associated with the restricted access gate and associated facilities, and the cost of providing access through such gate by the Lot Owners and their invitees (including the cost of any bonds and insurance called for in such ordinance or as deemed appropriate by the Board of Directors of the Association).


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

Witnesses:

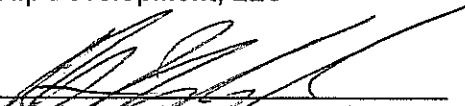
Group Development, LLC



Alexis M. Hilbun



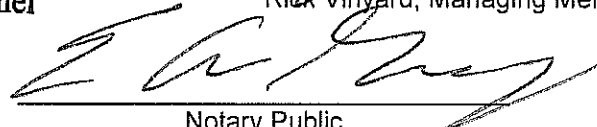
Gwenda Daniel

By: 

Mike Dalrymple, Managing Member

By: 

Rick Vinyard, Managing Member



Notary Public

Print Name: E. Allen Graves, Jr.

Notary or Bar No. 21625

Commission Expires at: at death

