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**ACT OF COVENANTS AND RESTRICTIONS
OF
THE RESERVE**

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

Before me, the undersigned authority, a Notary in and for the Parish of East Baton Rouge, State of Louisiana duly commissioned, qualified and residing in said parish and state, personally came and appeared:

Step 12, LLC represented herein by its duly authorized manager, hereafter referred to as the **Developer** and who is the owner of the immovable property (real estate) being collectively known as **The Reserve**, and hereinafter described as **The Reserve**. The **Developer** by this Act imposes upon the residential home sites created and reflected on the final plat of **The Reserve**, the restrictions, design manual, conditions and servitudes as contained herein, and reaffirms those restrictions, servitudes, building lines, set-backs lines, utility easements, and other dedications as are shown on the final plat of **The Reserve**, all of which, together with these restrictions, servitudes and conditions are hereinafter collectively referred to as the **Restrictions**.

ARTICLE I

1.1 Purpose. The intent and purpose of this document is to assure that **The Reserve** is a residential neighborhood having a uniform plan of development thereby providing for protection of property values, quality of life and preservation of the neighborhood aesthetics. The property described herein is subject to the covenants, restrictions, design manual, conditions, reservations and charges hereinafter set out in order to ensure the best use and most appropriate development and improvements of each building site on each Lot therein; to protect the owners against improper use of adjacent building sites; to guard against poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of **The Reserve** as hereinafter designed; to encourage, secure and enforce all design guidelines and intents as presented in Exhibit D – Design Manual.

ARTICLE II

2.1 The Subdivision Property. The immovable property now owned by the **Developer** and referred to herein as **The Reserve**, and which is subjected to these **Restrictions** are the lots described and having such measurements and dimensions as set forth on the “Final Plat for The Reserve, A Gated Residential Development Lots 1 thru 45, R-1 and R-2, Formerly a certain 67.3 acres of the Jerry McHugh Law property located in sections 43 & 45, T4S-R1E Greensburg Land District, East Baton Rouge Parish, Louisiana for Step 12, LLC” dated July 13, 2020 by F. DeWitt Ladnier, R.L.S. and recorded in the records of the Clerk and Recorder of East Baton Rouge as Original 426 of Bundle 13040.

2.2 Applicability. **The Reserve** and all of the Lots contained therein shall be conveyed, transferred and sold by any record 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.

ARTICLE III

3.1 Definitions: When used in these **Restrictions**, unless the context shall prohibit or otherwise require, the following words shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such term.

- (a) **“Additional Property”** shall mean any property made subject to the provisions of these **Restrictions** from time to time by amendment hereto recorded in the Records of the Clerk of Court in and for the Parish of East Baton Rouge, Louisiana.

- (b) **“Committee”** shall mean and refer to **The Reserve Architectural Control Committee**, a group of people initially appointed by the **Developer** to review, administer and enforce these **Restrictions** and to establish the Manual that sets forth minimum standards of design for homes and other improvements to be constructed within **The Reserve**.
- (c) **“Articles”** shall mean the Articles of Incorporation of **The Reserve Homeowners Association**.
- (d) **“Association”** shall mean **The Reserve Homeowners Association**.
- (e) **“Board”** shall mean the Board of Directors of **The Reserve Homeowners Association**.
- (f) **“By-Laws”** shall mean the By-Laws of **The Reserve Homeowners Association**.
- (g) **“Common Area” or “Common Areas”** shall mean all immovable and movable property now owned by the **Developer** or hereafter owned by the Association, or vested in the Association, by and through the predial servitudes established herein, created for the common use and enjoyment of the Owners, including but not limited to:
- (1) The private servitudes of access from private roads to the Lots and Common Areas;
 - (2) The lakes, green space and walking trails, perimeter fencing/wall, entrance gate, as well as any future structures that may be constructed on said Common Area;
 - (3) The boulevard median.
- (h) **“Common Expenses”** shall mean the actual and estimated expenses of maintaining the Common Areas as well as the landscaping, signage and utilities located within the Sign & Fence Servitude at the front entrance, as depicted on the Final Plat, together with the actual and/or estimated expenses for operating the Association, including any reasonable legal, accounting and/or other necessary expenses; any expense of the Association for which proposed assessments may be levied under these **Restrictions**. The meaning of Common Expenses can expand to include other types of expenses and is not limited to the aforementioned.
- (i) **“Community-Wide Standard”** shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout **The Reserve** as determined by the Board.
- (j) **“Declarant”** shall mean and refer to the **Developer** (Step 12, LLC).
- (k) **“Dwelling”** shall mean any improved property intended for use as a single-family detached dwelling located in the Subdivision. All dwellings shall be considered structures, as defined herein.
- (l) **“Guest(s)”** shall mean, without limitation, any Person who is a tenant of any dwelling, any visitor, patron, or tourist who enjoys any of the amenities of **The Reserve**.
- (m) **“Living Area”** shall mean enclosed and covered areas within a dwelling that is mechanically heated and cooled, exclusive of garages, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, and attics.
- (n) **“Lot(s)”** shall mean any unimproved portion of the property upon which it is intended that a structure shall be constructed, as such Lots are shown on the Final Plat. A parcel of land is considered to be a Lot, rather than a dwelling, until improvements constructed thereon are

substantially completed to reasonably permit habitation. Upon such completion, such parcel and the improvements thereon are to be considered a dwelling or a structure, as applicable.

- (o) **“Mortgage”** shall mean and refer to a credit sale, mortgage or other similar security instrument granting, creating, or conveying a lien upon, or a security interest in a Lot or structure.
- (p) **“Mortgagee”** shall mean and refer to the holder of a mortgage on a dwelling.
- (q) **“Manual” or “Design Manual”** shall mean the **Design Manual** for Architectural and Construction Requirements of **The Reserve**, established by the Committee, which details and describes the minimum standards of design for dwellings, structures and other improvements, together with regulations and restrictions with respect to site preparation and landscaping and is binding upon all Owners, including all amendments thereto made from time to time.
- (r) **“Owner(s)”** shall mean the record owner(s), whether one or more Persons, of the fee simple title to any Lot.
- (s) **“Person(s)”** shall mean a natural person or persons or a legal entity or any combination thereof.
- (t) **“Final Plat”** shall mean, individually and collectively, those certain Plats of **The Reserve**, approved by the City of Zachary, Parish of East Baton Rouge which are recorded in the official public records of the Parish of East Baton Rouge, Louisiana.
- (u) **“Private Servitude of Access”** shall mean the areas shown on the Final Plat, which shall be used for ingress and egress to Lots, Common Areas, traffic signs, drainage facilities, utilities and/or any and all other purposes.
- (v) **“Restrictions”** shall mean the covenants, conditions, restrictions, servitudes and all other provisions set forth in this document as well as the **Design Manual**, as amended from time to time.
- (w) **“Structure(s)”** shall mean: (i) anything or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any dwelling, building or part thereof, garage, porch, gazebo, shed, greenhouse, covered or uncovered patio, swimming pool, pool enclosure, bathhouse, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, fence, wall; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches. The meaning of Structure may be expanded by the Association.
- (x) **“Subdivision” and “The Reserve”** shall mean the property, any additions thereto by amendment to these Restrictions, and all improvements located or constructed thereon.
- (y) **“Violator(s)”** shall mean a person or persons, whether natural or juridical, who does not adhere to the protective covenants, conditions and restrictions set forth in these **Restrictions**, the Manual or the rules and regulations promulgated by the Association.
- (z) **“Waterway(s)”** shall mean all lakes, spillways, swales, ditches, ponds, or any excavated area to store, retain, detail, or affect the flow of water in **The Reserve**.

ARTICLE IV PLAN OF DEVELOPMENT

4.1 Plan of Development of Property. The Property shall include the Common Areas, including streets, roads, utility systems, drainage systems, and other improvements serving the Lots and dwellings, to the extent the same are from time to time installed and existing. The dimensions of the Lots are shown on the Final Plat and the minimum building setback lines for each Lot shall be set forth in the Design Manual. The Declarant shall have the option, but not the obligation, to add Additional Property to the Subdivision, to make improvements and changes to all Common Areas and to all Lots or dwellings owned by the Declarant, including, without limitation, (i) installation and maintenance of any improvements in and to the Common Areas, (ii) changes in the location of the boundaries of any Lots or dwelling owned by the Declarant or of the Common Areas, (iii) installation and maintenance of any water, sewer, and other utility systems and facilities, (iv) changes in the boundaries between any portion of the Property owned by the Declarant and any portion of the Additional Property and (v) installation of refuse facilities.

4.2 Interest Subject to Plan of Development. Every purchaser of a Lot or dwelling shall purchase such Lot or dwelling and every Mortgagee shall take title, or hold such security interest with respect thereto, with notice of the plan of development as herein set forth.

ARTICLE V PROPERTY RIGHTS

5.1 General. Each Lot or dwelling shall be conveyed, transferred, and encumbered subject to the provisions of these **Restrictions**. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or dwelling, subject to the provisions of these **Restrictions**. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the running of utilities, drainage or other services to a Lot or dwelling lie partially within and partially outside of the designated boundaries of the Lot or dwelling, any portions thereof which serve only such Lot or dwelling shall be deemed to be a part of such Lot or dwelling and any portions thereof which serve more than one Lot or dwelling, or any portion of the Common Areas, shall be deemed to be a part of the Common Areas. The ownership of each Lot and dwelling shall include, and there shall pass with each Lot and dwelling as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, which shall include, but not be limited to, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership or a Lot or dwelling ceases for any reason, at which time his membership in the Association shall automatically pass to the successor-in-title to the Lot or dwelling. Lots shall not be further subdivided, however, with the permission of the Committee and Declarant, an Owner may add a portion of another Lot to one or more entire Lots. However, when a part of one Lot is added to an existing Lot, the remainder of such Lot shall be added to another contiguous Lot or to a contiguous Common Area. In no event shall the addition of a fractional Lot to an existing Lot result in any lot having dimensions reduced from the original dimensions shown on the Final Plat.

5.2 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 by each obligation, covenant, restriction and servitude. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations and servitudes set out herein, 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, without limitation, those dealing with approval by the Committee of proposed plans for improvements 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 of proposed building plans cannot be determined in advance of presentment. Accordingly, each Owner of a lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these **Restrictions** are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these **Restrictions** including, without limitation, those which may be deemed or determined to be vague or indefinite.

5.3 Common Areas and Amenities. Subject to the terms and provisions of these **Restrictions** and the rules regulations, fees and charges from time to time established by the Board, every Owner and his/her family and Guests shall have and is hereby granted the non-exclusive right, privilege, and servitude of access to and the use and enjoyment of the Common Area and amenities as are now or hereafter located in the Subdivision. Owners permitting their guests to use any recreational area or facility shall bear responsibility for the guest's welfare during such use and shall indemnify and hold the Association harmless from any claim brought by a guest as a result of use of any Common Area or facility.

5.4 Servitudes for Declarant. During the period that Declarant owns any Lot or dwelling or has the unexpired option to add Additional Property to the Subdivision, Declarant shall have an alienable and transferable real right and servitude on, over, through, under, and across the Common Areas for the purpose of constructing structures, dwellings and other improvements in and to the Lots and Additional Property and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by these **Restrictions** or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted to develop **The Reserve**, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and servitudes set forth herein and regardless of whether Declarant at that time retains ownership of a dwelling or Lot or has the right to submit any Additional Property, Declarant shall have alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Areas and improvements thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right as to unreasonably interfere with the right of Owners to the use of the Common Areas.

5.5 Changes in Boundaries: Additions to Common Areas. Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas, and Lots or dwellings owned by Declarant, including the realignment of boundaries between adjacent Lots or dwellings owned by Declarant, provided that any such change or realignment of boundaries shall be evidenced by a revision of or an addition to the Final Plat which shall be recorded with the Clerk of Court of East Baton Rouge Parish, Louisiana. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any Additional Property. Furthermore, the Declarant reserves for itself, its affiliates, successors, and assigns the right, but shall not have the obligation, to convey, without warranty, to the Association at any time and from time to time, as an addition to the Common Areas, either full ownership or a perpetual servitude of use of such other portion of the Subdivision owned by Declarant as it, in its discretion, shall choose.

5.6 Servitudes for Utilities and Public Services.

(a) There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and servitude, as well as the power to grant and accept servitudes to and from the City of Zachary, East Baton Rouge Parish, the State of Louisiana, or any other public authority, or agency, public service district, public or private utility, or other person upon, over, under and across all of the Common Areas for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such servitudes may be granted or accepted by Declarant, its successors or assigns, or by the Board of Directors, provided however, that for so long as Declarant owns any Lot or dwelling or has the unexpired option to add Additional Property to the subdivision, the Board of Directors must obtain the written consent of the Declarant prior to granting and accepting any such servitudes. To the extent possible, all utility lines and facilities serving the Subdivision and located therein

shall be located underground. Such servitudes are shown on the Final Plat. By virtue of any such servitude and facilities, it shall be expressly permissible for the providing utility company or other supplier or services, with respect to the portions of the Subdivision so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) Declarant or the Board hereby grants to the City of Zachary, East Baton Rouge Parish or other governmental authority or agency as shall from time to time have jurisdiction over the Subdivision with respect to law enforcement and fire protection, the perpetual, non-exclusive right and servitude upon, over and across all the Common Areas for the purposes of performing such duties and activities related to law enforcement and fire protection in the Subdivision as shall be required or appropriate from time to time by such governmental authorities under applicable law.

5.7 Servitudes for Association. There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot, dwelling, or structure or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this servitude is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice.

5.8 Servitudes for Additional Property. There is hereby reserved to Declarant, and its successors and assigns, for the benefit of and as an appurtenance to the Additional Property, and as a burden upon the Property: (i) a perpetual, non-exclusive right and servitude for pedestrian and vehicular ingress, egress, and parking, across, within, and on, all roads, sidewalks, trails and parking facilities, from time to time located within the Common Areas, or within servitudes serving the Common Areas: (ii) the installation, maintenance, repairs, placement, and use within the Common Areas, security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines: and (iii) drainage and discharge of surface water onto and across the Property.

5.9 Maintenance Servitude. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and servitude to enter upon any Lot for the purpose of moving, removing, clearing, cutting, or pruning underbrush, weed stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Subdivision, provided that such servitudes shall not impose any duty or obligation upon Declarant or the Association to perform any such actions.

5.10 Environmental Servitude. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable right and servitude to affect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such servitude to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides. Declarant expressly reserves the right to transfer or establish such environmental servitudes as may be necessary to comply with environmental rules, regulations, and procedures from time to time promulgated or instituted by any governmental entity or environmental regulatory agency.

ARTICLE VI
ASSOCIATION MEMBERSHIP AND ASSESSMENTS

6.1 Purpose and Duties. The Association, through the Board, shall enforce these **Restrictions**, promote **The Reserve** activities, prepare and maintain accurate budgets, assess and collect each Member's share of the Common Expenses, provide maintenance to Common Areas and have such other duties and rights as set forth in the Articles and By-Laws of the Association. The Association, through the Board, shall also enforce the protective covenants, conditions and restrictions in these **Restrictions** and shall cooperate with the Committee in upholding the Community-Wide Standard as it pertains to the architectural criteria and design guidelines of the manual. The Association or the Board may delegate this authority as it deems appropriate.

6.2 Membership. Every Owner shall be deemed to have a membership in the Association under such restrictions as set forth in these **Restrictions**, the Articles and the By-Laws of the Association. In the event that ownership of a Lot is transferred, or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificate or other evidence of such membership. Each Owner, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of Additional Property to the terms of these **Restrictions** as provided herein. The Association may have classifications of membership if provided in the Articles and By-laws. Each Owner is entitled to one vote for every Lot he or she owns.

6.3 Board of Directors/Powers and Assessments. The Board of the Association shall have the following powers, together with those as set forth in the Articles and By-Laws of the Association; However, the Declarant shall have all of the following powers until Declarant releases these powers to the Board or upon the expiration of the option period, whichever is first.

- (a) **Formation.** The Board of Directors will initially consist of only the Declarant. At such a time as the Declarant chooses, the Declarant will appoint Owners to the Board of Directors.
- (b) **Power of Assessments.** The Board shall have the power and authority to impose assessments or fees on all Owners. Any such assessment or fee levied by the Board shall be used for promoting the health, safety, pleasure and welfare of the Owners, Members or Guests and for the costs and expenses incidental to the operation of the Association, including without limitation, the maintenance and repair of the Common Areas, the improvements thereon, the repair and replacement of improvements on the Common Areas payment of all taxes, insurance premiums and all costs of expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.
- (c) **Creation of the Lien and Personal Obligation Assessments.** Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments which may or shall be levied by the Board, and (ii) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collecting thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall pass, jointly and in solido from such prior Owner, to the Owner's successors-in-title. Failure of any Owner to pay either an annual assessment or a special assessment shall constitute a lien and/or privilege on the Owner's respective Lot which may be enforced by all means available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in the same manner as a mortgage foreclosure on real property.

- (d) **Computation of Annual Assessments.** It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses and costs of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget of the proposed annual assessments to be levied against each Lot shall be delivered by email to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots. The budget shall be deemed approved at the annual meeting by either a vote of (i) the Declarant, so long as the Declarant is an Owner of a lot or Dwelling, or the option period is still in effect, or (ii) a vote of majority of the Owners voting at such meeting only in the event the Declarant no longer owns a Lot or Dwelling in the Subdivision and/or the option period has expired. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year.
- (e) **Special Assessments.** In addition to the annual assessments authorized above, the Board may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement(s) upon the Common Area(s), including fixtures and personal property related thereto.
- (f) **Rate of Assessment.** Annual and special assessments must be fixed at a uniform rate for all Lots as applicable, and may be collected on a monthly, quarterly or semi-annual basis or in a lump sum at the discretion of the Board.
- (g) **Payment of Assessments.** The annual assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. All Owners of Lots shall be responsible for annual and special assessments. However, Declarant shall not be responsible for assessments on Lots owned by the Declarant. Declarant shall, however, fund any deficit that may exist between assessments and the annual budget so long as Declarant has approved the annual budget. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

6.4 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner. The Lien; Remedies of the Association.

- (a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with late charges, collection fees and service charges (hereinafter defined in subparagraph (c)), and the interest thereon at the highest permitted lawful rate per annum and costs of collection thereof (including attorneys' fees), thereupon become a continuing debt secured by a lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, the owner's heirs, executors, devisees, personal representatives and assigns. The Board on behalf of the Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment shall remain the owner's personal obligation and shall not extinguish upon transfer of the Lot to the owner's successors-in-title. However, the owner of the Lot/structure is bound to pay and seek recourse against the prior owner. In addition, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his/her Lot.
- (b) If any assessment or any part thereof is not paid on the date(s) when due, the Association may restrict access through gates and common areas until the assessment is brought current. This includes any access cards or access codes.

- (c) If any assessment or any part thereof remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month, or any part thereof, that any portion of any assessment remains unpaid. Should any annual or special assessment be payable in installments, the Board is authorized to accelerate the entire assessment and demand immediate payment thereof. The late charge shall be in the amount as established by the Board. A service charge may be imposed as established by the Board.
- (d) If any assessment or part thereof, late charges or service charges, are not paid when due, the unpaid amount of such assessment, together with all late charges, collection fees and service charges shall bear interest from and after the date when due at the rate set by the Board not to exceed the highest permitted lawful rate per annum, and the Board may, at its election, retain the services of an attorney for collection and there shall also be added to the amount of such unpaid assessment, late charge or service charge, any and all collection costs incurred hereunder by the Board, including reasonable attorney's fees.
- (e) The Board may, at its option, bring an action at law against the Owner personally obligated to pay any past due assessments or, upon compliance with the notice provisions required by law, foreclose the assessment lien through judicial foreclosure. There shall be added to the amount of such assessment all costs incurred in such action, including attorneys' fees and in the event a judgment is obtained, such judgment shall include interest and reasonable attorneys' fees, together with Court costs. Each Owner expressly vests in the Board or its assigns, the right and power to bring all actions at law or in equity foreclosing such liens. Under no circumstances, however, shall the Board or Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce the payment of assessments herein. The assessment lien and the right to conduct a foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Board/Association and its successors or assigns may have hereunder and by law, including the right to recover a money judgment for unpaid assessments as above provided.
- (f) No action shall be brought to foreclose the assessment lien unless a notice of assessment lien is delivered to the Owner, by personal delivery or deposited with the postal authority, certified or registered, postage prepaid to the Owner of said Lot at the address shown by the Tax Assessor of East Baton Rouge Parish. The notice of assessment lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may include interest on the unpaid assessments at the maximum legal rate, attorneys' fees incurred by the Association in collection in connection with the debt, all of which shall be secured by the assessment lien), and the name and address of the Association.
- (g) Any such sale provided for above is to be conducted in accordance with law. Each Owner, by accepting or having accepted a deed to a Lot, expressly grants to the Association the authority to foreclose. The Association, through duly authorized agents, shall have the power to bid on the Lot at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

6.5 Initial Annual Assessment. The initial annual assessment is hereby determined by the Declarant to be \$1,000.00 (one thousand dollars), beginning on January 1, 2020. If a lot is sold during 2020, the annual assessment shall be prorated.

6.6 Enforcement. Enforcement of these **Restrictions** shall be by a proceeding initiated by any Owner or by the Association, when directed by the Board, against any Violator, either to restrain or enjoin such violation or to recover damages for the violation or both or to enforce any lien created by this instrument. The Association, and each of its Board members, shall have an election and right, but not an obligation or duty, to enforce these **Restrictions** by a proceeding or proceedings at law or in equity. Failure by the Association or any party to enforce any violation hereof shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the

party seeking to enforce these **Restrictions** shall be entitled to recover reasonable attorneys' fees from such Violator. With respect to any litigation brought against the Board or the Association arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, the Board or the Association and/or its members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them if the Board or association wins the suit or is dismissed from the suit.

6.7 Imposition of Fines. In the event that any Owner fails to cure or fails to commence and proceed with diligence to complete the work necessary to cure any violation of these **Restrictions** contained herein, or the Manual, within ten (10) days after receipt of written notice from the Association or the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a reasonable fine (the "Violation fine") in such amounts as established by the Board. If, after the imposition of the Violation fine, the violation has not been cured or the Owner has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation fine in such amounts as established by the Board. There shall be no limit to the number or the aggregate amount of Violation fines which may be levied against an Owner for the same violation. The Violation fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made and shall be considered an individual special assessment.

6.8 Prevention of Use of Common Areas and Amenities. In addition to all other rights granted herein to the Board and the Committee for the purpose of carrying out these **Restrictions**, the Board may, upon its own motion or by request from the Committee, prevent any Owner and their Guests from using any common amenity or facility if the Owner fails to pay assessments after notice from the Board that assessments owed by the Owner are past due for, at minimum, thirty (30) days or if the Owner otherwise violates these **Restrictions**.

6.9 Mortgages Protected. Violation of any part of these **Restrictions** shall not defeat or render invalid a Mortgage made in good faith for value as to any Lot, provided that such Mortgage shall be subordinate to these **Restrictions**.

6.10 Acceptance. Each Owner, by acceptance of a deed conveying title to a Lot, shall accept such title upon and subject to these **Restrictions** and the jurisdiction, rights and powers of the Board and the Association whether or not it shall be so expressed in any such deed; and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to keep, observe, comply with and perform all obligations set forth in these **Restrictions**.

ARTICLE VII ADMINISTRATION

7.1 Common Areas. The Association, subject to the rights of Declarant and the rights and duties of the Owners as set forth in these **Restrictions**, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions thereof.

7.2 Duties and Powers. The duties, powers and privileges of the Association shall be those set forth in these **Restrictions** and in the Articles and By-Laws, or by law. The Association shall have the specific right to establish security measures, as it determines to be in the best interest of the Subdivision. Notwithstanding the foregoing or any other provision of these **Restrictions** to the contrary, for so long as Declarant shall own any Lot or Dwelling or has the unexpired option to add Additional Property to the Subdivision, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

7.3 Agreements. Subject to the prior approval of Declarant, for so long as Declarant owns a Lot or Dwelling or has the unexpired option to add Additional Property to the Subdivision, all agreements and determinations lawfully

authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Subdivision; and in performing its responsibilities hereunder, the Association, through its Board, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Subdivision, whether such personnel are employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by these **Restrictions**, by the Articles or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board shall determine, and may be bonded in such manner as the Board may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Subdivision or the enforcement of these **Restrictions**, the Articles, the By-Laws, or the rules and regulations of the Association as may be established by the Board.

7.4 Personal Property and Immovable Property for Common Use. The Association may acquire and hold tangible and intangible personal property and immovable property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the net proceeds thereof shall be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually mortgaged, pledged, assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot or Dwelling.

7.5 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings and Common Areas, which rules and regulations shall not be inconsistent with the rights and duties established by these **Restrictions**. At this point, the Declarant declares that the use of any boat in any Waterway is prohibited. **Other rules and regulations as to use of the Common Area shall be promulgated by the Declarant and/or the Board.**

7.6 Indemnification. The Association shall indemnify every officer or director of the Association against any and all expenses, including court costs and reasonable attorneys' fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board) to which he/she may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officer or director may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

ARTICLE VIII MAINTENANCE

8.1 Responsibilities of Owners. Unless specifically identified herein or in any amendment hereto, all maintenance and repair of Lots, Dwellings and Structures, together with all other Owner initiated improvements

thereon or therein and all lawns, landscaping and grounds on and within a Lot, Dwelling or Structure shall be the responsibility of the Owner of such Lot, Dwelling or Structure. Each Owner shall be responsible for maintaining the owner's Lot, Dwelling or Structure in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Structures and all lawns. No Owner shall decorate, change, or otherwise alter the appearance of any portion of the exterior of a Structure or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is first approved, in writing, by the Committee as provided in this document and the Manual or do any work which, in the reasonable opinion of the Committee, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any servitude thereof.

8.2 Association's Responsibility. Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair and replacement of (i) all walks, trails, landscaped areas, recreational areas, and other improvements situated within the Common Areas or within servitudes encumbering Lots or Dwellings; (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by the public authority, public service district, public or private utility, or other person; and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas. The Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner for any other Person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner that may be stored in or upon any portion of the Common Areas, including private streets, sidewalks, or any other portion of the Property. No diminution or abatement of the assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under these **Restrictions**, or for inconvenience or discomfort, arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant of the party of each Owner.

- (a) **Maintenance and Repairs.** In the event that Declarant or the Board of Directors determines that: (i) any Owner has failed or refused to discharge properly the owner's obligations with regard to the maintenance, cleaning, repair, or replacement of items for which the owner is responsible hereunder; or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, the owner's family or Guests, and is not covered or paid for by insurance in whole or in part, then in either event, Declarant or the Association, except in the event of an emergency situation, may give such Owner written notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement, and diligently proceed to complete the same in good workman like manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the assessment to which such Owner and the Owner's Lot or Structure are subject and shall become a lien against such Lot or Structure. In the event that Declarant undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses, but all expenses/reimbursements shall be the responsibility of the owner. The Declarant has the ability

to assess fees on the Owner for maintenance and repair. Further, the Declarant can require the Owner to amend the course of action.

- (b) **Insurance and Taxes.** The Association shall pay all property taxes assessed against the Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon. The policies of insurance shall be in amounts determined by the Board, but shall be at least One Million Dollars (\$1,000,000.00) and shall name Declarant as an additional insured for so long as Declarant owns a Lot or Dwelling, or has its option, and a certificate of insurance shall be furnished to Declarant.

ARTICLE IX INSURANCE AND CASUALTY LOSSES

9.1 Insurance.

- (a) The Board shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.
- (b) The Board shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverage as is determined to be necessary by the Board.
- (c) The Board shall have the authority and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such other types and any amounts of insurance as may be determined by the Board to be necessary or desirable.
- (d) All insurance coverage obtained by the Board shall be written in the name of the Association for the benefit of each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board.
- (e) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or Mortgagees.
- (f) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's agents, directors and officers, the Owners, and their respective families, servants, agents and Guests. Each Owner has to maintain insurance coverage on the lot and/or structures and provide a policy to the Association annually.

9.2 Damage or Destruction to Common Areas. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or

destroyed property. As used in this Section, repair or reconstruction means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, without the necessity of a vote, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after the defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly and safe condition.

9.3 **Damage or Destruction to Lots or Dwellings.** In the event of damage or destruction by fire or other casualty to any Lots or Dwellings or, and in the further event that either the Owner of such Lot or Dwelling elects not to repair or rebuild the damaged or destroyed Lot or Dwelling, such Owner making such election shall have thirty days (unless a longer period of time is approved by the Board) to clean away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Dwelling in a clean, orderly and safe condition. Should an Owner elect to repair or rebuild such Lot, Dwelling, or other improvements, such Owner shall repair or rebuild such Lot, Dwelling or other improvements to substantially the same condition (unless new plans are approved by the Committee) as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of these Restrictions (including, without limitation, Article X and Design Manual hereof) and all applicable zoning and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

10.1 **Powers and Duties.** The Committee shall have the following powers and duties:

- (a) The power and duty to review, administer and enforce the covenants and restrictions as set forth in these **Restrictions**;
- (b) The power and duty to establish the Manual that sets forth the minimum building setback lines on each Lot and the minimum standards of location and design for Lots and Structures to be constructed within The Reserve;
- (c) The power and duty to review all plans and specifications (the "Plans") and other applications submitted to the Committee, in such form as may be required by the Committee, to determine whether the proposed installation, construction or alteration is in conformity and harmonious with external design and general quality with the existing standards of the Subdivision and the location of Structures with respect to all matters including topography, finished ground elevation, environmental issues and surrounding Structures;
- (d) The power to allow variances from the covenants and restrictions set forth in these **Restrictions**;

- (e) The power to publish an exclusive list of approved builders and designers for construction of Dwellings and/or Structures in The Reserve;
- (f) The power to disapprove any builder, designer or construction tradesman from building, designing or providing services in The Reserve, for any reason, at the sole discretion of the Committee.
- (g) Any additional duties and powers that may be delegated to it by the Board.
- (h) To the extent necessary to carry out such purpose, the Committee shall have all the powers and duties to do each and every thing incidental to the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove setbacks, plans and specifications for any installation, construction or alteration of any Structure on any Lot.

10.2 Membership. The Committee shall have three (3) members who shall be appointed by the Declarant and serve at the pleasure of Declarant for so long as Declarant owns a Lot or Dwelling or has the unexpired option to add Additional Property. The Committee may authorize, by resolution of the Committee, any member or agent to exercise the full authority of the Committee with respect to any or all matters over which the Committee has authority, after the Declarant's tenure to appoint this power passes to the Board.

10.3 Action of the Committee. The action of the Committee with respect to the matters properly before it shall be final and binding. Unless otherwise provided in the Manual, written notice of the decision shall, within five (5) days thereof, be given to any applicant.

10.4 Submission of Plans. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials), unless the Plans for such Structure shall have been first submitted to and approved in writing by the Committee.

10.5 Fees. The Committee shall assess such fees, including a Plan review fee, inspection fee and construction damage fee, as may be set forth in the Manual.

The Declarant, the Committee or the Board may also require a construction deposit for any Owner applying to the Committee for the right to build any structure on a Lot.

10.6 Approval of Builders, Landscapers and Designers. All builders shall be licensed and shall submit a copy of such License to the Committee prior to performing any work on any Lot. All builders, landscapers and designers must go through the Committee approval process to become qualified to build a Dwelling on a Lot in the Subdivision. No work shall begin on any Lot until the Builder, Designer and/or Landscaper is approved by the Committee.

10.7 Approval and Disapproval of Plans and Applications.

- (a) The Committee shall have the right to approve or disapprove any Plan or application submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations, which shall be deemed sufficient. Notwithstanding anything contained herein or in the Manual, the Committee may in its discretion approve or deny any proposed Plan or application for any reason.
- (b) Upon approval by the Committee of any Plans submitted pursuant to the Restrictions, a copy of such Plans, as approved, shall be held for permanent record by the Committee and a copy of such Plans bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any Plans for use in connection with any Lot or Structure shall not be deemed a waiver of the Committee's right, in its sole discretion, to disapprove similar Plans or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted

for use in connection with any other Lot or Structure. Approval of any such Plans relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such Plans, as approved, and any conditions attached to any such approval.

- (c) Neither Declarant nor any member of the Committee shall be responsible for or liable in any way for any defects in any portion of the Plans submitted for approval by the Committee, nor any structural defects in any work done according to such Plans submitted for approval to the Committee. Further, approval of Plans by the Committee shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Declarant nor any member of the Committee shall be liable in damages or in any other respect to anyone submitting Plans for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or denial of any such Plans. By submission of such Plans to the Committee, every Owner releases and agrees to hold harmless and to defend Declarant and any member of the Committee from any such alleged liability, claim and/or damage.

10.8 Review. The Committee shall take action on any plans or application submitted as herein provided within thirty (30) days after receipt thereof. Approval by the Committee, if granted, together with any conditions imposed by the Committee, shall be made in writing and shall be returned to the applicant.

10.9 Right of Inspection. The Committee shall have the right during reasonable hours to enter upon and inspect any Lot and/or Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of these Restrictions and the Manual ("Inspections(s)"); and the Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection. An Inspection made by the Committee shall not be deemed to be a substitute inspection for any inspection required by the Building Official for the City of Zachary, Parish of East Baton Rouge or any Mortgagee but shall be considered an additional inspection.

10.10 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot otherwise than in accordance with the Plans approved by the Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been constructed in violation of the Article and without the approval required herein. If, in the opinion of the Committee, such violation shall have occurred, the committee has the option to (a) fine the violator as per the fines established by the Board or (b) to enjoin or remove any such construction. Any costs and expenses, including attorneys' fees or management fees, incurred by the Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment against the Owner and the owner's Lot. The Association also has these powers.

10.11 Notice of Violation. The Committee shall provide written notice to the Owner by certified mail, to the address on file with the East Baton Rouge Tax Assessor, or by email, to the email address as provided to the Committee, a letter stating the nature of the violation and the specific action or actions required to remedy the violation. If the Owner fails to take reasonable steps toward the required remedial action within ten (10) days after the mailing or emailing of the notice of violation, then the Committee shall have the rights as provided in Section 10.10 herein.

10.12 Renovations/Alterations. The Committee shall also have the right and authority to review and approve plans for renovation and/or alteration to Dwellings or Structures. All such plans shall be submitted to the Committee as provided for in the Manual. Review of plans for renovations and alterations shall include, but not be limited to, major yard improvements, hardscape additions, in-ground pools, outdoor Jacuzzis and spas, fountains, fences, porches and decks.

10.13 Builder's/Contractor's Signs. No builder or sub-contractor sign is allowed, except for the required uniform contractor's job site sign. Arrangements for this sign may be made through the Committee with costs to be paid by the applicant. This is intended to present a neater building site, prohibit the nailing of signs on trees and scattered sub-contractor signs throughout the front portion of a Lot. The Declarant, Association or Board may assess Owners with a reasonable fine for violation of this paragraph.

ARTICLE XI GENERAL RESTRICTIONS

11.1 Re-subdivision of Lots. These Restrictions prohibit the re-subdivision of Lots from any dimensions other than those shown on the Final Plat, except as provided herein.

11.2 Building Location. In order to assure that the location of Structures will be harmonious, the Committee shall approve the location of each Dwelling and/or Structure, taking into consideration the location of other Structures, trees, Common Areas and other similar considerations. The Committee has the right to decide the precise site, location and orientation of all Structures, including setbacks, garages, driveways, swimming pools and fences upon all Lots, including any waivers or variances which, in its sole discretion, it may grant.

11.3 Setbacks. The Manual shall provide the front, rear and side minimum building setback lines for each Lot. Any request for a variance to the setback lines set forth in the Manual must be made in writing to the Committee prior to the commencement of construction.

11.4 Streets and Paths.

(a) **Streets.** Streets shall not be used for any skateboarding, motorbikes, motorcycles, or motorized recreational vehicles of any type, except for street legal and state- licensed motorcycles for purposes of ingress and egress only.

(b) **Walking Paths.** Walking paths shall be used for walking, jogging and bicycling only.

11.5 Conservation of Wetlands. No disturbance of the soil or removal of vegetation or plant material is allowed in any wetlands area except by Declarant

11.6 Driveways. No driveway shall be constructed or altered on any Lot without prior written approval of the Committee in accordance with the Manual. All driveways must be completed upon the completion of the Dwelling.

11.7 Garages. Garage doors shall remain closed except to allow the exit or entry of vehicles. Garage layout and orientation shall be prescribed by the Manual and approved by the Committee.

11.8 Parking. No vehicle shall be parked on any street or shoulder in front of Dwellings on a frequent, regular or permanent basis after construction of a Dwelling is completed. No vehicles may be parked on the neutral ground within a cul-de-sac. No vehicles may be parked on public driving surface in any manner which blocks the driving surface of any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed at the expense of the owner of the vehicle. Parking may be allowed for social gatherings under rules established by the Board. No vehicle of any kind shall be permitted to block sidewalks, driveways or hinder garbage and recycling pickup or hinder access by emergency vehicles.

11.9 Mailboxes and Dwelling Numbers. No mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be of a type other than the mailbox design established by the Committee.

11.10 Structures. All Structures must be approved in advance of construction thereof by the Committee.

11.11 Fences, Walls and Gates. All fence and wall locations, designs and details must be submitted to the committee for approval prior to construction, in accordance with the Manual. Gates are considered as parts of fences and gate details must also be submitted for approval.

11.12 Tennis Courts or Sport Courts. Private tennis courts and sport courts are permitted only with the advance approval of the Committee. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

11.13 Pool, Spas and Hot Tubs. The design and location of pools, spas and hot tubs shall only be allowed with the approval of the Committee. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

11.14 Recreational Equipment. Playground equipment, swing sets and basketball goals may be allowed with the approval of the Committee. Details pertaining to privacy or visual separation must be included in the Plans submitted for approval by the Committee.

11.15 Occupancy. Except as provided below, each Lot must be fully landscaped within sixty (60) days of occupancy. Each Dwelling must be completed in accordance with the Plans and the Lot Owner must obtain approval from the Committee prior to occupancy. If an Owner is in violation of this restriction, the Owner shall forfeit all deposits and will be assessed at the rate of One Hundred Dollars (\$100.00) per day until the Owner is in compliance with this restriction. In addition, the Owner shall be responsible for paying liquidated damages plus all costs of litigation, if necessary, including attorneys' fees.

11.16 Maintenance of Landscape. Each Owner shall be responsible for the maintenance of all landscaping on the Owner's Lot. Each Owner shall keep their Lot mowed and free of rubbish, trash, debris, noxious weeds and other unsightly conditions. Vegetable gardens must be behind a privacy fence. Dead, diseased or damaged trees shall be promptly removed or repaired. In the event of a violation of this restriction, the Board shall notify the Owner in writing of the condition. If the Owner fails to remedy the condition after ten (10) days, in addition to any remedy allowed by these Restrictions, the Board may cause such work to be performed and may demand and sue for reimbursement of such costs and reasonable attorneys' fees incurred in the collection thereof.

11.17 Prohibitions. There shall be no dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, lake or elsewhere in the Subdivision. Fertilizers may be applied to landscaping provided care is taken to minimize runoff. Onsite storage of gasoline, heating, or other fuels is prohibited except in compliance with environmental laws.

11.18 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Committee. Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, canals, wetlands or other ground waters within the Property are prohibited, except that Declarant and the Association shall have the right to draw water from such sources. No structures, ditches, changes in the terrain or landscaping shall be allowed that would materially cause an increase in the normal flow of water across other Lots.

11.19 Artificial Landscape. The use and display of artificial plants is specifically prohibited. The use of exterior sculptures and yard ornamentation in the landscape must be approved by the committee.

11.20 Maintenance of Lot. The following shall apply to each Lot:

- (a) Each Lot and the area existing between any Lot line and the street, curb, alleyway or parkway area shall at all times be kept clean, sightly and in wholesome condition and weeds or grass shall be neatly cut or mowed at all times.

- (b) No boxes, containers, cans, implements, machinery, lumber or other building materials shall be permitted to remain upon any Lot if visible from any other Lot or the Common Area except as necessary during the period of construction. Equipment such as coolers, pool filters, pool heaters, firewood storage bins and other similar items shall be adequately screened or otherwise hidden from view from adjacent Lots or the Common Areas.
- (c) All garbage containers shall be situated or enclosed and screened so as not to be visible from any other Lot or the Common Area within twenty-four (24) hours after trash pick-up.
- (d) All fences and the exterior of all Structures shall be continuously maintained and never allowed to fall into disrepair.
- (e) No obnoxious or offensive activity shall be carried on upon any Lot nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to other Owner's or might disturb the peace, quiet, comfort or serenity of other Owners such as loud music or amplifiers, outside lighting or noisy machinery.
- (f) All Lots shall be kept in a well landscaped condition so as to produce the best aesthetic effect. Boundary planting along front lot lines or side lot lines in the parking strip shall be submitted and approved by the committee.
- (g) All shrubbery, trees and plantings on all Lots shall be contained in a landscape plan which must be submitted and approved by the Committee. Nothing contained herein shall allow the unfettered growth of vegetation such that it becomes unsightly or prevents another Owner from reasonable use and enjoyment of his Lot. The Declarant, the Committee or the Board may also charge any Owner a fee for the planting of trees to be completed in a manner that enhances the aesthetics of the Reserve.

11.21 Building Materials. No building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a Structure. No building materials and building equipment shall be placed or stored on any Common Area, right of way, sidewalk or servitude in the Subdivision.

11.22 Certain Uses Prohibited. An Owner or Guest may conduct business activities within a Dwelling so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Dwelling by clients, customers, suppliers, or other business invitees or door to door solicitation of residents of The Reserve; and (iv) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board.

11.23 Trailers and Recreation Vehicles. The keeping of a mobile home or house trailer, either with or without wheels, on any Lot or Common Area is prohibited. Boats and all motorized recreational vehicles, including, but not limited to motorcycles, motor homes, travel trailers, golf carts, all-terrain vehicles, four wheelers and utility trailers are allowed on a Lot if parked within an approved garage. Any other location of these items must be submitted and approved by the Committee. No broken down or junked vehicles may be stored on any Lot.

11.24 Signs. No sign of any kind, political or otherwise except uniform real estate signs, and construction signs, approved by the Committee, shall be displayed to public view on any Lot; provided, however, such restriction shall not apply to any Lot owned by the Declarant. Declarant may place signs on Lots to identify lots.

11.25 Antennas and Satellite Dishes. Radio and television antennas are prohibited. Satellite dishes may only be installed with the approval of the Committee.

11.26 Window Coverings/Window Air-Conditioning Units. Interior window coverings must be lined in a neutral color so as to not detract from the exterior of a Dwelling. No foil, reflective materials, paper, or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades other purpose on a temporary or permanent basis. Window mounted air-conditioning or heating units are prohibited.

11.27 Exterior/Security Lighting. Exterior site lighting and security lighting shall not infringe upon adjacent Lots. All exterior lighting must be approved by the Committee.

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

11.29 Garage, Porch, and Moving Sales. Garage, porch, moving and like sales are prohibited in The Reserve.

11.30 Religious and Holiday Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations on the interior or exterior of their Dwellings or Lots of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners. Gaudy, non-traditional, or excessive religious and holiday displays are prohibited.

11.31 Nuisances. No noxious or offensive activity shall be allowed any Lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to The Reserve.

11.32 Security. The Association, the Declarant, and any successor Declarant shall not in any way be considered insurers or guarantors of security within the Community. Neither the Association, the Declarant, nor any successor Declarant shall be liable for any loss or damage by reason or failure to provide adequate security.

11.33 Firearms. The use of firearms, air guns or pellet guns is strictly prohibited in The Reserve. Capturing, trapping or killing of non-aquatic wildlife within The Reserve is prohibited, except in circumstances posing an imminent threat to personal safety.

11.34 Pets/Animals. No animals, livestock, poultry and/or reptiles of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that such animals are not kept, bred or maintained for sale or in such numbers or in conditions as may be offensive in the sole opinion of the Board. All domestic animals shall be leashed or detained by fences or invisible fences. Aggressive breeds of dogs are prohibited.

11.35 Water Wells and Sewer Systems. No private water wells or sewer systems shall be allowed on any Lot.

11.36 Waterways. The following restrictions apply to Waterways of The Reserve once the Common Areas are transferred to the Association by the Declarant:

- (a) At this time, all Waterways are for aesthetic and viewing purposes only.
- (b) There shall be no boating, swimming or fishing in Indian Bayou or any tributary of Indian Bayou located on The Reserve. Fishing will only be permitted in the main fishing pond located in the Common Area.
- (c) No piers and/or docks or other structures shall be constructed on the Waterways.

**ARTICLE XII
RESTRICTIONS ON RESALE**

12.1 Option to Purchase. In the event Owner does not commence construction of a Dwelling on the Lot within twenty four (24) months (the "term") from the date of Closing then Declarant shall have the Option, at the expiration of the term, to purchase the Lot back from the Owner, free and clear from all encumbrances, for the amount of the original Purchase Price set forth in the act of sale or Declarant may agree in writing to extend the term, reserving the right to exercise the Option at a later time if construction is not commenced. Declarant shall have thirty (30) days from the date following the expiration of the term to notify Owner in writing, at the Lot's address, of Declarant's intent to re- purchase the Lot. In that event, closing shall take place within ninety (90) days after the date of notice.

**ARTICLE XIII
CONDEMNATION**

In the event that all or any part of the Common Area(s) shall be taken by any authority having the power of condemnation or eminent domain, no Owner shall be entitled to notice thereof nor be entitled to participate in the proceedings incident thereto. Any decision by the Board of Directors to convey Common Area(s) in lieu of or under threat of condemnation, or to accept an agreed award as compensation for such taking, shall require approval by a vote of fifty-one percent (51%) of the Members of the Association present and voting at a regular meeting or a special meeting called for such purpose at which a quorum is present. The award made for such taking shall be payable to the Association.

**ARTICLE XIV
INDEMNITY**

14.1 Indemnity. By accepting title to a Lot, each Owner agrees to indemnify and hold harmless the Declarant, the Association, and their respective agents, shareholders, members, partners, agents, officers, directors, employees, contractors, invitees, successors and assigns of, from and against any and all losses, damages, costs or liabilities related to or arising in connection with, any claims, actions, causes of action, liability, suits or demands of or by any of the Owners, their family members, or Guests for disturbance, inconvenience, noise, nuisances, personal injury, sickness or death or property damage, resulting from, or associated with, the use, maintenance and operation of the Subdivision, the Common Area(s), the Waterways, and recreational facilities or any of the activities, occurrences, conditions, state of facts, events or situations related thereto.

14.2 Construction Indemnification. Construction of Dwellings and Structures within the Subdivision may take several years to complete. All Owners acknowledge and agree that certain risks may result from construction within the Subdivision of Dwellings, Structures and other improvements whether by Owners or the Declarant. In addition to the indemnification provisions above, all Owners agree to indemnify and hold Declarant harmless from any and all claims arising out of construction upon any Lot, Common Area, right of way, servitude or any other portion of the Property. All Owners agree to take reasonable precautions for protecting themselves, their property and their Guests from construction related dangers.

**ARTICLE XV
PROVISIONS**

15.1 Severability. If any provision of these Restrictions, or any paragraph, subparagraph, article, sentence, clause, phrase, word or the application hereof in any circumstance is held invalid or unenforceable, the validity of

the remainder of these Restrictions and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of these Restrictions shall be construed as if such invalid part was never included herein.

15.2 Headings. The headings or articles and sections in these Restrictions are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

15.3 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 unless otherwise terminated by the Association.

15.4 Notices. Notices provided for in these Restrictions shall be in writing and shall be addressed to any Owner at his Lot or at the address shown at the Assessor for East Baton Rouge Parish. Notices to the Declarant, the Association, and the Committee shall be in writing and shall be emailed to turnberry@turnberryinvestment.com, or at such different address as disclosed in a written notice of change of address furnished to all owners. Any Owner may designate a different address for notices to him by giving written notice to the Declarant or the Board after Declarant relinquishes his control of the Board.

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

15.6 Notice of Sale of Transfer of Title. Any new owner of a Lot in the Subdivision shall give the board written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require.

15.7 Amendment. These Restrictions may be amended at any time solely by Declarant and/or its assigns, so long as Declarant has the unexpired option to add Additional Property to the Subdivision, including but not limited to the following reasons:

- (a) In order to execute the Declarant's uniform plan for the improvement, development, sale, use, maintenance and enjoyment of the Property, including changing lot lines, or
- (b) For the preservation and enhancement of the value of the Property; or
- (c) If such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; or
- (d) To correct any ambiguity or typographical error; or
- (e) If such amendment is necessary to enable any reputable title insurance company to issue title insurance with respect to the Lots; or
- (f) If such amendment is required by a Mortgagee of Declarant, to enable such lender to accept a Mortgage of the Lots or if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to the Restrictions; provided, however, any such amendment shall not make any substantial changes in any of the provisions of the Restrictions.

Further, these Restrictions may be amended at any time and from time to time by an agreement signed

by at least seventy-five (75%) percent of the Owners of Lots present at a duly called special meeting; provided, however, such amendment by the Owners shall not be effective unless also signed by Declarant, if Declarant is the owner of any Lot of Dwelling or still has the unexpired option. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record with the Clerk of Court of Baton Rouge Parish, Louisiana.

15.8 No Liability. Declarant has used its best efforts and acted with due diligence in connection with the preparation and recording of these Restrictions to ensure that each owner has the right and power to enforce the terms and provisions hereof against any Violator. In the event these Restrictions are unenforceable by an Owner or any other person for any reason whatsoever, Declarant and its agent, shall have no liability of any kind as a result of such unenforceability, and each Owner shall have no liability of any kind as a result of such unenforceability, and each Owner by acceptance of a deed conveying a Lot, acknowledges and agrees that Declarant shall have no such liability.

15.9 Assignment of Rights by the Developer. Unless specifically restricted in these Restrictions, the Declarant shall have the right to assign all or part of its rights under these Restrictions in connection with the sale/transfer of all Lots owned by Developer in the Subdivision for the purpose of the transferee finishing out the Developer's plans for the Subdivision. Any such assignment must be in writing and shall not be effective unless and until the writing is duly recorded in the office of the Clerk and Recorded for East Baton Rouge Parish, Louisiana. The foregoing notwithstanding, a successor of the Developer receiving all or substantially all of the Property owned by the Developer by reason of a foreclosure, dation en paiement, merger or consolidation, shall be deemed a successor and assign of all rights of the Developer under these Restrictions.

15.10 Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Declarant and the Association, and their respective successors and assigns.

THIS DOCUMENT HAS BEEN READ AND SIGNED at my office in Zachary, Louisiana by said appearer in the presence of the undersigned competent witnesses and me, Notary, on the 31st day of July, 2020:

WITNESSES:

Natasha LeBlanc

[Signature]

DECLARANT:

[Signature]

Step 12, LLC By: Michael Caccavo

[Signature]
NOTARY PUBLIC

