

**DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS FOR  
BEAVER CREEK ON THE PLAINS**

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 14<sup>th</sup> day of October, 2002, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

**BEAVER CREEK PROPERTIES LLC**, a limited liability company, represented herein by their duly authorized manager, and who is hereinafter collectively referred to as the "Developer" and who is the owner of the immovable property (real estate) hereinafter described as Beaver Creek on the Plains Subdivision, which property is hereinafter called, "The Subdivision." The Developer by this Act imposes upon the residential lots created and reflected on the final plat of "The Subdivision" the restrictions, conditions, liens, and servitudes as contained herein, and reaffirms those restrictions, servitudes, building lines, set-back lines, utility easements, and other dedications as is shown on the final plat of "The Subdivision", all of which, together with these restrictions, servitudes, conditions and liens, are hereinafter collectively referred to as the "Restrictions".

#### **1. PURPOSES**

The intent and purpose of this Act is to assure that Beaver Creek on the Plains, "The Subdivision" is a high quality, residential neighborhood having a uniform plan of development thereby providing for protection of property values, quality of life, and preservation of the natural beauty of the neighborhood. The property described herein is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereinafter set out in order to insure the best use and most appropriate development and improvements of each building site on each lot therein: to protect the owners of building sites against such improper use of surrounding building sites that will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Subdivision Property; as hereinafter defined to encourage and secure the erection of attractive homes thereon; with appropriate locations of the home on building sites; to ensure and maintain proper setbacks from streets; and in general to provide adequately for high quality improvement of the property and to enhance the values of building sites therein.

#### **2. THE SUBDIVISION PROPERTY**

2.1 The immovable property now owned by the Developer and referred to herein as Beaver Creek on the Plains, "The Subdivision" and which is subjected to these Restrictions are the lots described on Exhibit "A", all lots having such measurements and dimensions as is shown on the Final Plat of Beaver Creek on the Plains, Prepared by, Alex Theriot, Jr. & Associates, Inc., Engineers

2.2 The Subdivision Property 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.

2.3 The Developer may add, from time to time, additional property to the subdivision and impose that property so added to these restrictions. When additional property is added the Developer shall simply file an affidavit identifying the property by lots that are being added to the Subdivision. In such affidavit, the Developer may impose additional restrictions in addition to the restrictions set forth hereinafter or modify these to the extent so stated in the affidavit.

### 3. IMPROVEMENT RESTRICTIONS

3.1 For the benefit of all lot owners, an Architectural Control Committee (the "Committee") is hereby created. The Committee shall have the right to approve or disapprove of any plans or specifications for any residence or other building in "The Subdivision" which has been submitted to them for consideration. This authority to approve or reject the proposed building and/or residence on a lot in this Subdivision shall be at the sole discretion of the Committee. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The Committee shall consist of three (3) members who shall be appointed by the Developer until such time as the Developer releases control to the collective lot owners of the Subdivision. The Developer shall continue to have the sole and exclusive right to appoint the three individuals to serve on the Committee until they resign their duties in favor of the Lot owners, or the passage of twenty (20) years, whichever occurs first. The Developer hereby appoints, as the initial members, J. Glenna Dupree, Alex Theriot, and James M. Terrell. Any notices given to the Committee shall be done by certified mail, addressed to the Committee at 11821 Wentling Ave., Baton Rouge, LA 70816. These initial members shall serve until they resign or an instrument in writing is signed by the Developer and filed in the records of the Clerk of Court of East Baton Rouge Parish appointing a different Committee, or the lapse of twenty years, whichever occurs first, at which time the Committee shall then be elected by a majority vote of the lot owners in the subdivision with each lot being entitled to one vote. Lots that may be titled in the name of more than one individual or in the name of a company, partnership, LLC, or corporation, shall date in writing the proper person entitled to vote for any matters by filing an appropriate resolution naming the person so authorized to vote on matters pertaining to these restrictions or other matters brought before the owners association or organization of Lot owners.

3.2 The Committee must approve the plans and specifications of any building, residence or improvements of any kind in the Subdivision. This approval shall also include site plan approval or location of the proposed residence on the lot and landscaping plans. A site plan showing the proposed location of the residence, garage, and any other structures and, if possible, a landscaping plan shall be submitted to the committee along with the plans and specifications of the proposed residence. The Committee's approval or disapproval as required herein and elsewhere in these covenants shall be in writing. No construction shall be started until the lot owner obtains a signed copy of the building plans approved in writing by the Committee and the lot owner has complied with all governmental permitting and licensing requirements. The Committee is responsible only for notifying the lot owner upon completion of a plan review. It shall strictly be the owner's responsibility to obtain the signed copy of reviewed plans and the accompanying letter or to assume the risk for commencing construction otherwise. The Committee shall act promptly in reviewing and commenting. The Committee shall approve or disapprove the site plan and plans and specifications on or before thirty (30) days after submission by the Lot owner. Regardless, all other provisions of these restrictions shall continue to apply. It is understood that the approval of any plans and specifications of the residences to be built on the lots in the Subdivision shall not impose any liability upon the Committee or Developer for any defects in construction, or in design, or for any other matter related thereto. The Committee and the Developer shall have no liability of any sort to anyone resulting from the Committee performing any of its duties contained herein.

3.3 The Committee shall be required to approve all requests made by any lot owner to the City/Parish of East Baton Rouge or any other appropriate authority having jurisdiction for any waivers of any City Ordinances or rules promulgated by the governing authorities. Any waiver, even though granted by the City/Parish of East Baton Rouge, is not valid without approval by the Committee.

3.4 The Committee shall have the right to enforce the restrictions contained herein by bringing a suit for injunctive relief against any lot owner who may be violating these restrictions, or by bringing any other legal actions as the Committee deems necessary and advisable against a lot owner to insure that all requirements and obligations imposed herein on the lot owner are complied with, but the Committee shall be under no obligation to bring such action. Should the Committee bring any legal action against the lot owner, the said lot owner shall be liable for reasonable attorney fees and court costs so expended by the Committee in such action.

3.5 All building plans, specifications, plot plans and landscaping plans shall be submitted in duplicate to the Committee. One copy shall be returned marked "approved" or "disapproved" and the Committee shall retain one copy for its files to reflect what it approved or disapproved.

3.6 Landscaping of yards is required. Landscape plans shall obtain Committee approval prior to installation. Landscaping shall be installed immediately upon home construction completion. In the event the home has passed all final inspections and more than sixty (60) days have elapsed without landscaping being installed, the lot owner shall be in default of this provision and agrees to pay a penalty of \$250.00 for every day beyond this time period in which the landscaping has not been installed pursuant an approved plan.

3.7 No owner shall occupy or use his property or permit the property or any part thereof to be occupied or used for any purpose other than use as a private residence. No lot shall be re-subdivided without consent of the Committee and the appropriate officials of the Parish of East Baton Rouge.

3.8 The minimum square footage requirement for residences in Beaver Creek for Lots #1 through 4 and 45 through 48 shall be 2200 square feet of living area; for Lots #5 through 18 and 19 through 36 and 44 shall be 1800 square feet of living area; and for Lots #37 through 43 shall be 1600 square feet of living area. Living area is defined as those areas mechanically heated and cooled. No improvements shall exceed two stories in height, and all two-story homes shall have a minimum of 1500 square feet of living area in the ground floor. No exterior construction shall consist of imitation brick or stone or aluminum/vinyl siding, and not more than 20% of the exterior of the residence shall be of an approved building material other than brick, stucco, or stone material, unless otherwise approved by the Committee.

3.9 Garages adequate for storage of at least two (2) automobiles shall be required. Garages shall be totally enclosed and equipped with an automatic door opener. All garage doors must meet Committee approval and cannot consist of a material composed of fiberboard or particle type board material. No garage apartments shall be permitted. All driveways shall be constructed of concrete pavement, stamped pavement, or brick. On all lots that back up to the Beaver Creek Golf Course, there shall not be any rear carports or garages. All garages on golf course lots shall be located in the front of the residence and the entry to the garage shall be from the side of the garage and no garage shall open directly to the street. All garage layouts and plans shall be included in the plans submitted to the Committee for approval prior to construction commencing.

3.10 Electric service, along with other utilities servicing each residence, must be underground and no outside lines, television, antennas, satellite dishes, above ground improvements or mechanical devices will be allowed without Committee written approval. Storage sheds must be attached to the home or garage and shall be constructed of the same materials as the residence. No prefab, freestanding structures shall be permitted as storage buildings. There shall be no fences allowed on the golf course lots unless they are required by Parish Ordinance to enclose a swimming pool. In such case, the Committee must approve the type of fencing material.

3.11 No living area improvements or accessory building improvements shall be built closer than the building set back lines as shown on the final plat of the Subdivision. All residences shall have a minimum of 9' ceilings on the ground floor.

3.12 On lots not on the golf course, perimeter fences shall be constructed of natural (unpainted/unstained) cedar or cypress. All board fences must be a height of six (6') feet, boards must be dog-eared using only wood posts, and must be built on the property line. The finished side of the fence shall always be on the exterior side. Therefore, it is recommended that fence costs be shared by adjoining lot owners. Fences shall not be constructed forward of the front elevation of the residence except with the approval of the Committee. Chain link or wire fences are prohibited. On lots that have golf course frontage, fences are not allowed except as needed for pools and then such fences shall be constructed of wrought iron or simulated wrought iron, or anodized or painted aluminum. Brick posts may be used in combination with aluminum or wrought iron. No wood fences shall be allowed bordering the Beaver Creek Golf Course. All fences on the golf course shall require written approval from the Committee prior to construction.

3.13 All Exterior colors including siding, trim, brick and roof must be approved by the Committee prior to commencement of construction. The Committee must also approve changes to exterior colors prior to their installation or completion of the residence.

3.14 Roof pitches and shingles shall meet Committee approval.

3.15 All lots are to be graded and provide for drainage in accordance with the drainage as approved by the City.

The Developer shall not be responsible for any improper grading of any lot that may interfere with or change the drainage as set forth in the approved plans of the Subdivision.

3.16 Fireplace flues and chimneys shall be brick, stucco or synthetic stucco and must have Committee approval. Chimney caps shall be required on all fireplace chimneys.

3.17 Foundations should be properly designed by the builder, designer or architect for each home, and the Committee's approval of construction plans and specifications is limited to only appearance and not structural design or engineering. The Developer and the Committee shall have no liability to insure that plans and specifications meet applicable building code requirements. All reviews by the Committee are only for purposes of reviewing to insure compliance with these restrictions and no other purposes. The Developer does not warrant soil conditions. City/Parish of East Baton Rouge Regulations should be obtained and carefully reviewed for slab elevation requirements and other building requirements.

3.18 Window air conditioning units are not permitted. All residences shall have central heat and air conditioning systems.

3.19 All air conditioning compressors, pool equipment, and other similar equipment shall be visually screened from the street and from side yard view by appropriate fencing, screening, or landscaping. Details shall be submitted with the landscape plan for approval.

3.20 Address numbers will be displayed on the mailboxes only. The Committee has pre-selected a style of mailbox and requires property owners to select this style for their residences. Each residence shall be required to locate a single mailbox, address plate and pole unit as designated by the Committee. The mailbox unit shall be installed in accordance with accepted postal standards and the Committee shall approve the manner of installation and the bottom of the box shall be at least 32 inches above the back of the street or curb whichever is applicable, and such that the front of the box is even with the back of the street or curb. The mailbox shall be painted black. No outside basketball goals shall be placed in the front yards of any residence, or in the rear yards of any golf course lots.

3.21 No fence, wall or other structure shall be commenced, erected and/or maintained upon the property, nor shall any exterior addition to, or change, or alteration therein be made to any building until the plans, specifications, additions or changes have been submitted to and approved by the Committee as to harmony of exterior design and location in relation to surrounding structures and topography. The owner shall not paint or decorate any portion of the exterior of the buildings or garages without first obtaining written consent of the Committee.

3.22 No detached structure or servant's quarters may be constructed without prior written approval of the Committee, and then such improvements must conform in every respect, including material, with the exterior construction of the residence itself.

3.23 The construction of any building started must be completed within nine (9) calendar months following pouring of the foundation for that building or said lot owner shall pay \$100.00 per day as a penalty.

3.24 In order to assure that location of houses will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of other houses, large trees, common facilities and similar consideration, the Committee reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all residential building sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

3.25 The design and location of pools, spas, and hot tubs shall be subject to the approval of the Committee and shall be harmonious with the architecture and landscape design. Pool fences should conform to city requirements and the requirements for fencing in these restrictions. Pools must be located a minimum of 25' from the rear property line except on lots bordering the golf course where the minimum set back shall be 35'.

3.26 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 clothes, rugs or other items be hung from any railing, fence, hedge or wall.

3.27 Site lighting and security lighting should not infringe upon adjacent neighbors. Utility poles shall be prohibited. Outside music sound producing devices and any other mechanical devices shall be subject to the approval of the Committee.

3.28 No foil or other reflective materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purposes. Interior window coverings should be lined in a neutral color so as not to detract from the exterior of the home.

3.29 The location, design and proportions of dormers shall be submitted to the Committee with the plans and specifications and are subject to the approval of the Committee. Specifications must be submitted with plans.

3.30 Skylights shall not be located on the front elevations of the home. No bubble skylights will be permitted. Solar collectors may only be placed in the rear of homes subject to the approval of the Committee. Skylights and solar collectors must be shown on plans and must be approved by the Committee.

3.31 Gazebos and pigeonniers should relate architecturally to the design of the home in both form and material. Details and location of gazebos must be submitted for approval with the landscape plan.

3.32 These covenants prohibit the re-subdivision of lots from any dimensions other than those shown on the official recorded plat, provided however, that this covenant shall not prohibit the use of more than one (1) lot for one residence.

#### **4. COVENANTS FOR MAINTENANCE AND ASSESSMENTS**

4.1 The Committee shall have the right, upon a majority vote of its members, to levy and collect, by legal proceedings if necessary, from each lot owner in the Subdivision, annual and special assessments (the same amount for each lot) in the amounts required to cover the actual costs of providing the Subdivision with lawn maintenance for any common areas as shown on the final plat of the Subdivision, maintenance of the designated common area landscape (i.e. the entry into the subdivision), gardening and other services generally undertaken or furnished by private associations of property owners. Any assessment shall be made in writing thirty (30) days from date the notice is given, a copy thereof can be filed with the Clerk and Recorder for the City and will act as a lien upon the property so assessed. In addition to using the revenue for the purposes specified herein, The Committee must use the revenue for such purposes as will benefit the residents and property owners in The Subdivision and to pay for the actual costs of services rendered.

4.2 Lot owners shall keep their respective lots mowed and free of noxious weed and debris. Any lot owner who fails to comply with any of the above obligations shall be liable for all costs associated with providing the necessary maintenance and mowing of that lot along with reasonable attorneys fees and all cost of collections and litigation costs, if necessary, and suit is brought by the Committee.

#### **5. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS**

5.1 Various servitudes for installation and maintenance of utilities and drainage facilities and for the golf course are reserved as shown on recorded plats of the Subdivision Property. Within such servitudes and/or easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage channels in the servitudes or easements or interfere with the golf course use. The servitude area on each building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible. A lot owner shall not impede

or modify the drainage flow on any lot in any manner that will adversely affect other lot owners.

5.2 Except during the initial construction phase, no sign of any kind shall be displayed to the public view on or from any building site, except that the owner of any lot may place thereon one sign of reasonable size advertising the property for sale.

5.3 There shall be no raising of livestock such as cows, horses, goats, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by approved fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance.

5.4 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other lot owners.

5.5 No immoral, improper, offensive or unlawful use shall be made of the Subdivision Property nor any part thereof; all valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction, thereof shall be observed.

5.6 No structure of a temporary character, trailer, basement, shack, garage, barn, motor home, RV, camper, tent or other out-building shall at any time be used as a residence, temporarily or permanently. No detached structure may be constructed without first having been approved by the Committee and such building must conform in every respect, including materials, with the exterior construction of the residence construction on that same lot.

5.7 The keeping of a camper, motor home, or recreational vehicle on any parcel of property covered by these restrictions is prohibited unless a prior approved enclosed garage is approved and constructed for keeping such. No boats, vehicles, motorcycles, trucks, campers, motor home, RV's or trailers of any kind, may be parked, stored, repaired or maintained on the street, front yards, or in driveways. Visitors may park automobiles on the street and in driveways.

5.8 Each lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence, and driveway in a clean and orderly fashion at all times. The owner shall be responsible for paying all costs of said maintenance and for any such repairs that may be necessary.

5.9 Lots may be used for single family residential purposes only and no Lot shall be used for any other purpose, such as apartment houses or offices which are used for the conduct in the home of occupations such as medical, attorney, or businesses or shops of any kind, nor for schools, churches, assembly halls or fraternity houses. This shall not apply to parents who home school their children who live in the subdivision.

5.10 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. No burning of rubbish or trash will be allowed once initial construction of a primary residence is complete.

5.11 Playground equipment and swing sets may be made of wood or metal. Metal equipment must be kept in good condition, that is free of rust and chipping paint. Wood is recommended. All such playground equipment must be placed in the rear of the residence ONLY. All such equipment must be screened from view with adequate landscape shrubbery or fencing so as not to be visible from streets, golf course, or common areas.

5.12 The use of firearms or air guns is strictly prohibited in the subdivision.

5.13 The Developer reserves the right to maintain a sales and development office and signage in Beaver Creek Subdivision.

5.14 No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles may be parked on or within the driving surface or shoulders of Beaver Creek Subdivision. No vehicles may be parked on or within any golf course areas or on the neutral ground within the cul-de-sacs. No vehicles may be parked on any driving surface in any manner which

blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed off the property at the expense of the owner of the vehicle.

**6. GOLF COURSE COVENANTS**

6.1 By accepting a title to a Lot, (whether or not it is expressly stated in the instrument of conveyance), an Owner acknowledges that:

- a. the ownership of a Lot does not confer any ownership in the golf course; and
- b. the ownership, operation or configuration of the golf course may change at any time and from time to time for any reasons and that no consent of any Lot Owner shall be required for the golf course owner to effect such change.

6.2 By accepting a title to a Lot (whether or not it is expressly state in the instrument of conveyance), and Owner understands and agrees that:

- a. the Property is adjacent to or near the golf course;
- b. the golf course club house, parking lots and other related facilities may have exterior lighting and amplified exterior sound, and may be regularly used for entertainment and social events on various days of the week, including weekends, and during various times of the day, including early morning and late evening hours;
- c. golf course-related activities, including without limitation, regular course play may be allowed during all daylight hours up to seven day a week, and golf tournaments open to the public at large may be conducted at any time during the year;
- d. the golf course is open to the public and large numbers of people may be entering, exiting and using the golf course on various days of the week, including weekends, and during various times of the day, including early morning and late evening hours; and
- e. water hazards, the club house, maintenance facilities and other installation located on the proposed golf course may be attractive nuisances to children.

6.3 By accepting a title to a Lot (whether or not it is expressly stated in the instrument of conveyance), an Owner acknowledges and agrees that:

- a. the location of the Property in proximity to the golf course may result in nuisances or hazards to persons and property as a result of the golf course, golf course operations or any other golf course-related activities and that play on the golf course may result in damage or injury to persons or property as a result of golf balls leaving the golf course, including, without limitation, damage to window and exterior areas of improvements, damage to automobiles and other personal property of Owners or others, whether outdoors or within the improvements, and injury to persons;
- b. it and its guests do knowingly and voluntarily assume all risks associated with such location, including, but not limited to, the risks of nuisance, inconvenience and disturbance, as well as property damage or personal injury arising from stray golf balls or actions or omissions incidental to the use of the golf course, golf course operations and any golf course-related activities;
- c. the Developer, Realtors, golf course owner and any owner or owners or operator of all or part of the proposed golf course and their respective employees, agents, invitees, licensees, contractors, successors and assigns shall not be responsible or accountable for, and shall have no liability for any claims, causes of