

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND SERVITUDES**

FOR

THE MEADOWS AT BEAVER CREEK

**CITY OF ZACHARY
EAST BATON ROUGE PARISH, LOUISIANA**

**BEAVER CREEK DEVELOPMENT, L.L.C.,
DEVELOPER AND DECLARANT**

DATED AS OF SEPTEMBER ____, 2006

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FOR
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BEAVER CREEK DEVELOPMENT, L.L.C., a Louisiana limited liability company, represented by its duly authorized officer ("Declarant"), makes the following declarations.

**GENERAL STATEMENTS REGARDING
THE PROPERTY AND THIS DECLARATION**

Purpose and Intent. Declarant is the owner of the immovable property described on Exhibit "A" attached to and made a part of this Declaration on which it will develop the planned community known as "The Meadows at Beaver Creek", initially with the Second Filing phase and thereafter with additional property owned by Declarant to be developed in a series of filings (all herein collectively, "Beaver Creek" or the "Subdivision" or the "Property"). Declarant has established a general plan of development for the Property, including pursuant to this Declaration of Covenants, Conditions, Restrictions, and Servitudes for The Meadows at Beaver Creek ("Declaration") to enhance the Lot Owners' quality of life and collective interests, the aesthetics and environment within the Property, and the vitality of and sense of community within the Property, all subject to the ability of the Association to respond to changes in circumstances, conditions, needs, and desires within the community. As and when used in each case in this Declaration, the term "Property" refers to and includes the Property and any additional property which may become part of Beaver Creek in the future by the filing for record in the Conveyance Records of one or more supplements to this Declaration for such purpose (a "Supplemental Declaration").

Imposition upon Property. Declarant hereby imposes upon the Property the covenants, conditions, restrictions, servitudes and other charges set forth in this Declaration.

Declarant. As and when used in each case in this Declaration, the term "Declarant" refers to and includes Beaver Creek Development, L.L.C. and its successors and assigns. A natural person or any other legal entity (a "Person") shall be deemed a successor or assign of Declarant only if the Person is specifically designated as a successor or assign of Declarant under this Declaration, in a written act of conveyance or assignment recorded in the Conveyance Records of the Clerk and Recorder of East Baton Rouge Parish, Louisiana (the "Conveyance Records"), and shall be deemed a successor or assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated by Declarant in the written act of conveyance or assignment. However, a successor to Declarant by consolidation or merger shall automatically be deemed a successor or assign of Declarant under this Declaration. Prior to the establishment of the Association, Declarant shall exercise all rights afforded to the Association under this Declaration.

Binding Effect. The Property, shall be held, owned, leased, occupied, conveyed and used subject to the provisions of this Declaration, including without limitation, all reservations, servitudes, restrictions, covenants, charges, liens, privileges and conditions contained herein, which are intended as and are declared to be reciprocal, predial servitudes and real obligations established as a charge on the Property and each Lot therein and incidental to ownership thereof and are for the benefit of and shall be binding upon the Property, the Association, and each one or more Persons who hold record title to a Lot (each, an "Owner" or "Lot Owner"). The obligation to honor and abide by the provisions of this Declaration and to pay any assessment pursuant to this Declaration shall also be a personal obligation of each Owner of in

favor of all other Owners and of the Association. The term "Lot" as and when used in each case in this Declaration refers to and includes that land which is a part of the Property as shown on the Final Plat of the Second Filing of Beaver Creek on the Plains, formerly known as Tract "D-1" and "D-2" of the French Terrell Property, located in Sections 61, 62 and 63, T4S, R1W, Greensburg Land District, East Baton Rouge Parish, Louisiana for Beaver Creek Property, L.L.C. (the "Final Plat"), a copy of which has been recorded in the Conveyance Records at Original _____, Bundle _____, and that land which is part of the additional property and is subsequently subjected to this Declaration by the recording of a Supplemental Declaration, if applicable, whether improved or unimproved, which is intended for development, use and occupancy as a dwelling for a single family residence, including all improvements thereon, if any (individually a "Lot" and collectively, the "Lots").

Owners' Acknowledgment and Notice to Purchasers and Occupants. All Owners and Occupants residing in improvements upon a Lot with the permission of such Lot's Owner (an "Occupant") are given notice that the use of each Lot is limited by the use restrictions, rules, regulations and guidelines established throughout this Declaration, the Articles of Incorporation of the Association filed with the Secretary of State for the State of Louisiana, as amended from time to time (the "Articles"), the By-Laws of the Association, as amended from time to time (the "By-Laws"), the Design Guidelines (defined below), and the additional rules and regulations covering the details of the operation of the Association, governing the use of the Property and the personal conduct of Owners and their guests, as the Association may adopt from time to time, all as they may be amended from time to time (collectively, the "Rules and Regulations"). Each Owner, by acceptance of an act of sale or other means of transfer acquiring a Lot, and/or exercising any ownership rights to a Lot, acknowledges and agrees that the use and enjoyment and marketability of its Lot can be affected by this provision and that the Rules and Regulations may change from time to time.

Term. This Declaration shall be effective for a period of fifty (50) years commencing on the date this Declaration is filed for record in the Conveyance Records, and thereafter shall be automatically extended for ten (10) successive periods of ten (10) years each, unless terminated by an instrument signed by Owners of at least seventy-five percent (75%) of the total number of Lots subject to this Declaration as of the effective date of such termination instrument. Any such instrument shall set forth the intent to terminate this Declaration and shall be recorded in the Conveyance Records.

Disclaimer and Limitation of Representations. Declarant makes no representations or warranties whatsoever that any property not now subject to this Declaration will be subjected to the provisions hereof. In addition, if guard service is provided within Beaver Creek, Declarant makes no representations or warranties that it will be provided during any particular hours or be continued in the future. Nothing contained in this Declaration and nothing which may be represented to a purchaser of a Lot by real estate brokers or salesmen representing Declarant or any contractor shall be deemed to create any representation or warranty, implied or express, with respect to the security of Person or Property within Beaver Creek.

Home Owners Association. Declarant will establish the Beaver Creek Home Owners Association, Inc., a Louisiana not-for-profit corporation (the "Association"), an association to be comprised of all owners of residential Lots within Beaver Creek, to own, operate and maintain common areas and to administer and enforce this Declaration and the other Articles and By-Laws referred to in this Declaration. As and when used in each case in this Declaration, the term "Association" refers to and includes Beaver Creek Home Owners Association, Inc., and its successors and assigns, and prior to the establishment of the Association, refers to Declarant. The Association shall be empowered to and may adopt additional rules and regulations ("Rules and Regulations") that supplement, facilitate the enforcement of, and aid in carrying out the intent and purpose of this Declaration.

Architectural Control Committee. Declarant will also establish the Beaver Creek Architectural Control Committee (the "Committee") that will also be empowered and entitled to implement and enforce the Design Guidelines (defined below), enforce any other components of this Declaration relating to the design and construction of improvements on Lots, and otherwise act as provided in this Declaration. As and when used in each case in this Declaration, the term "Committee" refers to and includes Beaver Creek Architectural Control Committee., as it may be constituted from time to time, and prior to the establishment of the Committee or at any time that the Committee is not fully staffed, refers to Declarant, who may exercise all of the rights and authority of the Committee. The Committee shall be entitled, with the affirmative concurrence of the Association, to amend and restate the Design Guidelines, as further provided for herein.

ADDITIONAL GENERAL STATEMENTS REGARDING APPLICATION AND CONSTRUCTION OF THIS DECLARATION

Equal Treatment. Similarly situated Owners shall be treated similarly; provided, that the Rules and Regulations may vary from one part of the Property to another.

Household Composition. No rule shall interfere with the freedom of Owners or Occupants of Lots to determine the composition of their households, except that the Association shall have the power to require that all Occupants be members of a single family or housekeeping unit, and to limit the total number of Occupants permitted within the improvements on a Lot, on the basis of the size and facilities of the Lot and the improvements thereon, and the impact of the number of Occupants on the fair share and reasonable use of the Common Area.

Activities Within Lot. No rule shall be applied so as to interfere with the activities carried on within the confines of structures on Lots, except that the Association may prohibit activities not normally associated with property restricted to upscale residential neighborhoods or that may impair the value of the Property, and it may restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of Occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the Lot, that block the views from other Lots, or that create an unreasonable source of annoyance.

Allocation of Burdens and Benefits. The initial allocation of financial burdens and rights to the use of Common Areas among the various Lots shall not be changed to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision, however, shall prevent the Association from changing the Common Areas available, from adopting generally applicable rules for use of Common Areas, or from denying use privileges to those who abuse the Common Areas, fail to pay assessments, or violate this Declaration, the By-Laws or the additional Rules and Regulations affecting the Property as the Association may adopt from time to time, all as they may be amended from time to time. This provision does not affect the Association's right to increase the amount of assessments as provided in this Declaration.

Alienation. No rule shall prohibit the transfer of title of any Lot, or require consent of the Association or Association for such transfer. The Association shall not by rule impose any fee on the transfer of title of a Lot greater than an amount based on the costs to the Association of the transfer; however, this provision shall not preclude imposition of transfer or similar fees for the benefit of the Association or other entities pursuant to other recorded covenants.

Signs and Displays. The limitations contained herein on the rights of Owners to display on Lots religious and holiday signs, symbols and decorations of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods is not abridged; however, the this Declaration imposes, and the Association may adopt further, restrictions for the reasonable time, place and manner (including design criteria) of such displays for the purpose of minimizing damage and disturbance to other Owners and Occupants. This Declaration is not intended to, nor shall the Association, regulate the content of political signs, provided however that this Declaration, the Rules and Regulations may reasonably regulate the time, place and manner (including design criteria) of posting the signs, number of signs, requirements for maintenance of the signs and the like.

Pets and Other Animals. In addition to the general provisions contained in this Declaration concerning pets and animals, the Association may adopt Rules and Regulations regarding pets and animals designed to minimize damage and disturbance to other Owners and Occupants, including reasonable Rules and Regulations requiring damage deposits, waste removal, leash controls, noise controls, occupancy limits based on size and facilities of a Lot, and fair share and reasonable use of the Common Area. Nothing in this Declaration shall be construed to prevent the Association from requiring removal of any animal that it reasonably determines presents an actual threat to the health or safety of residents or others, or from requiring abatement of any nuisance or unreasonable source of annoyance.

Abridging Existing Rights. If any amendment to this Declaration, provision of the Rules and Regulations, or amendment to the Design Guidelines would otherwise require a Lot Owner to dispose of property which had been maintained (a) in, on or as part of a Lot prior to the effective date of such rule; and (b) in compliance with all rules in force prior to the effective date of such rule, the new rule shall not apply to such Owner without its written consent, unless the rule or rules in question had been in effect at the time the Lot Owner acquired its ownership interest in the Lot.

COMMON AREAS – GENERAL PROVISIONS

Defined. Common Areas include any and all areas transferred by Declarant to the Association for the general use and benefit of the Owners, subject to the additional rules provided herein. Rights in and to any Common Areas established on a Final Plat recorded in the Conveyance Records are subject to use as Common Areas while still owned by Declarant.

COMMON AREAS – EXCLUSIVE COMMON AREAS

Purpose. Certain portions of the Common Areas may be designated as "Exclusive Common Area" and reserved for the exclusive use of Owners of Lots within a particular area. By way of illustration and not limitation, an Exclusive Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Areas within a particular area. Costs associated with maintenance, repair, replacement and insurance of an Exclusive Common Areas may be assessed against the Lot Owners of Lots which are the beneficiaries of such Exclusive Common Areas, or any portion thereof, at the Association's discretion.

Designation. Initially, Declarant shall designate any Exclusive Common Areas and shall assign the exclusive use thereof in the deed, act of sale, or other act of transfer conveying the Exclusive Common Areas to the Association or on the plat of survey relating to such Exclusive Common Area.

Designation of the Lakes. The Lakes are hereby designated as Exclusive Common Areas for the exclusive use of Owners of Lake Lots. All costs associated with maintenance, repair, replacement and insurance of the Lake shall be assessed solely against the Owners of the Lake Lots.

COMMON AREAS – CHANGES IN COMMON AREAS

Partition. There shall be no judicial partition of the Common Area.

Transfer or Dedication of Common Areas. The Association may dedicate portions of the Common Areas to the City of Zachary/Parish of East Baton Rouge, Louisiana or to any other local, state or federal governmental or quasi-governmental entity, subject to such approval as may be required by Article 14 of this Declaration.

SERVITUDES

Servitudes in the Common Areas. Every Owner shall have a right and nonexclusive servitude of use, access and enjoyment in and to the Common Areas, subject to: (a) this Declaration, the By-Laws and any other applicable covenants and servitudes; (b) any restrictions or limitations contained in any deed, act of sale or other act of transfer conveying such property to the Association; (c) the right of the Association to adopt Rules and Regulations regulating the use and enjoyment of the Common Areas, including rules restricting use of recreational facilities within the Common Areas to Owners or Occupants of Lots and their guests, and rules limiting the number of guests who may use the Common Area; (d) the right of the Association, acting through the Association, to dedicate or transfer all or any part of the Common Areas, subject to such approval requirements as may be set forth in this Declaration; and (e) the rights of certain Owners to the exclusive use of those portions of the Common Areas designated "Exclusive Common Area", if any, as more particularly described in Article 11. Any Owner may extend its right of use and enjoyment to its Occupants, the members of its family, lessees and social invitees, subject to reasonable regulation as provided for in this Section 10.1 and Article 2.

Servitudes for Encroachment. There shall be reciprocal servitudes for encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Areas and between adjacent Lots, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered on a Lot or the Common Areas (in accordance with the terms of this Declaration) to a distance of not more than six inches (6"), as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall any servitude for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, a Lot Owner, Occupant or the Association.

Servitudes for Utilities. There is hereby reserved by and to Declarant, so long as Declarant owns any portion of the Property or the additional property, subjected to this Declaration, and there is hereby granted to the Association, and to the respective designees of each (which may include, without limitation, any municipality or public or private utility company), access and maintenance servitudes upon, across, over and under all of the Property, to the extent necessary for the purpose of replacing, repairing and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas and electricity and for the purpose of installing and maintaining any of the foregoing on property which

they own or on property where servitudes are designated for such purposes on recorded plats of the Property.

These servitudes shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing dwelling on a Lot, and any damage to a Lot resulting from the use of these servitudes shall promptly be repaired by and at the expense of the Person exercising the servitude. The exercise of these servitudes shall not unreasonably interfere with the use of any Lot and, except in the case of an emergency entry onto a Lot, shall be made only after notice to the Lot Owner or Occupant.

Declarant specifically grants to the local water supplier, electric company and natural gas supplier servitudes across the Property for ingress, egress, installation, reading, replacing, repairing and maintaining utility lines, cables, pipes, wires, meters and boxes. However, the exercise of these servitudes shall not extend to permitting entry into the dwelling on any Lot, nor shall any utilities be installed or relocated on the Property, except as approved by the Association or Declarant.

Servitudes for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself and the Association and its successors, assigns and designees, the nonexclusive right and servitude, but not the obligation, to enter upon the lakes, ponds, streams and wetlands located within the Property to (a) install, keep, maintain and replace pumps, systems and any parts thereof, in order to provide water for the irrigation of any of the Common Area; (b) construct, maintain and repair any bulkhead, wall, dam or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration.

Declarant's rights and servitudes provided for in this Article shall be transferred to the Association at such time as Declarant shall cease to own any Property or additional property subjected to this Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. Declarant, the Association and the respective designees of each shall have a servitude of access over and across any of the property abutting or containing any portion of any of the lakes, ponds, streams or wetlands, to the extent necessary to exercise their rights under this Article.

There is further reserved herein for the benefit of Declarant, and its designees, and granted to the Association, for itself and its designees, a perpetual, nonexclusive right and servitude of access and encroachment over the Common Areas and Lots (but not the dwellings thereon) adjacent to or within fifty feet (50') of lake beds, ponds and streams within the Property, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Property; (b) fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds, streams and wetlands; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams and wetlands; and (d) enter upon and across such portions of the Property to the extent reasonably necessary for the purpose of exercising their rights under this Article. All Persons entitled to exercise these servitudes shall use reasonable care in the exercise, and repair any damage resulting from the intentional exercise, of such servitudes. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes or other natural disasters.

Servitudes to Serve Additional Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, successors-in-title, assigns, licensees and mortgagees, a perpetual nonexclusive servitude over the Common Areas for the purposes of enjoyment, use, access and development of the Property, whether or not such property is made subject to this Declaration. This servitude includes, but is not limited to, right of ingress and egress over the Common Areas for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns

shall be responsible for any damage caused to the Common Areas as a result of vehicular traffic connected with the development of such property. Declarant further agrees that if the servitude is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, Declarant, its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance of any private roadway serving such property.

Servitude for Maintenance, Emergency and Enforcement. Declarant, the Association, and their respective designees shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article 6 hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, or the additional Rules and Regulations, which right may be exercised by any member of the Association, the Association, officers, agents, employees and managers of each, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Lot Owner. This right of entry shall include the right to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event a Lot Owner or Occupant fails or refuses to cure the condition within a reasonable time after requested to do so by the Association, but shall not authorize entry into any single family detached dwelling without permission of the Lot Owner or Occupant, except by emergency personnel acting in their official capacity.

Servitude for Use of Private Streets. Declarant hereby creates a perpetual, nonexclusive servitude for access, ingress and egress over the private streets within the Common Areas, for: (a) law enforcement, fire fighting, paramedic, rescue and other emergency vehicles, equipment and personnel; (b) school buses; (c) U.S. Postal Service delivery vehicles and personnel; (d) private delivery or courier services; and (e) vehicles, equipment and personnel providing garbage collection service to the Property; provided, such servitude shall not authorize any such Persons to enter the Property except while acting in their official capacities.

Servitudes for Stormwater Drainage and Retention. Each portion of the Property is hereby subjected to a nonexclusive servitude to and for the benefit of each other portion of the Property for the purpose of stormwater drainage and runoff in accordance with the master drainage plan established by Declarant for the Property, which servitude shall include, but shall not be limited to, the right to tie in to existing stormwater drainage facilities and to divert stormwater runoff from each Lot into such stormwater drainage facilities at such points and in such manner as approved by Declarant, and for the flow of stormwater runoff over the Property to such points and from such points through the stormwater drainage facilities into wetlands, ponds or other retention facilities within or outside the Property. The foregoing servitudes shall be subject to any and all restrictions regarding quantity, rate and quality of discharge which Declarant may hereafter impose or which may be imposed on the Property by a Lot Owner or by any governmental entity having jurisdiction over the Property.

LOTS - GENERAL PROHIBITIONS, RESTRICTIONS AND COVENANTS

Residential Use. Except as specifically provided herein, Lots shall be used for single family residential purposes only. No Lot or any part thereof shall be used for a school, church, hospital or other medical facility, assembly hall, group home of any kind, including without limitation, any community home as defined in La.R.S. 28:477, or any other use otherwise permitted under zoning ordinances of the Parish of East Baton Rouge or City of Zachary applicable to single-family dwellings.

Prohibited Activities in General. The following activities are prohibited upon and within (a) a Lot, and (b) all improved or unimproved real property located within the Property that Declarant may own or convey to the Association for the common benefit of the residents of Beaver Creek that is not a Lot (each, a "Common Area" and collectively, the "Common Areas"):

Business. Any business, trade, occupation or profession, except that a Lot Owner may conduct discrete business activities within the improvements, so long as the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot, the business activity does not involve regular visitation of Persons to the Lot or door-to-door solicitation of residents of the Property, and the operation of the business is not illegal. The Association may restrict business activities that it determines to interfere with the enjoyment or residential purpose of the Property in its sole and absolute discretion. Leasing of a Lot to be used in conformity with the provisions of this Declaration shall not be considered a business within the meaning of this Subsection. This Subsection shall not apply to any activity conducted by Declarant with respect to the development and sale of the Property or its use of any Lots which it owns within the Property. Garage sales, rummage sales, estate sales and similar sales are prohibited, unless specifically authorized by the Committee. Notwithstanding anything to the contrary in this Declaration, Declarant and any contractor approved by Declarant may utilize a Lot as a show house or model home. Furthermore, Declarant and any approved contractor may utilize a Lot as a sales office for homes being constructed within the Property.

Decorations. Placement of decorations on any Lot; provided, however, that a reasonable number of holiday and religious decorations may be displayed on a Lot for up to thirty (30) days prior to the holiday or religious observance and up to fourteen (14) days thereafter without prior approval, subject to compliance with other provisions of this Declaration as well as the right of the Association, to require removal of any decorations which it deems to (a) be excessive in number, size or brightness; (b) draw excessive attention or traffic; or (c) unreasonably interfere with the use and enjoyment of neighboring properties.

Temporary Structures. No trailer, storage shed, garage, barn or other structure not designed for initial occupancy shall be used as a residence, temporarily or permanently. Temporary structures are permitted only in connection with the construction of improvements on a Lot and must be removed within two hundred seventy (270) days of initial placement on the Lot. No residence may be occupied until the improvements on the Lot have been Substantially Completed in accordance with plans approved by Declarant or Association, as applicable. "Substantially Completed" for purposes of this Subsection 2.4.5 shall be determined by Declarant or the Association, as applicable.

Flags. Flags of any kind placed on a Lot so as to be visible from outside the dwelling on the Lot, except that one (1) country flag not exceeding forty-eight inches by seventy-two inches (48" X 72") in size and one (1) decorative flag not exceeding thirty-six inches by sixty inches (36" X 60") in size may be hung from flagpoles not exceeding seventy-two inches (72") in length and two inches (2") in diameter, which are mounted on the exterior facade of the residence at a location approved pursuant to Article 3 of this Declaration.

Garage or Carport. Conversion of a garage or a carport to a use which precludes its use for parking of the number of vehicles for which it was originally designed, unless another garage or carport, as applicable, is constructed in its place, in accordance with this Declaration.

Motorized Vehicles. Operation of motorized minibikes, motorized go-carts, all terrain vehicles and other similar vehicles within the Property, except as provided by the "Rules For The Use Of Motorized Vehicles", which rules are set forth in the Rules and Regulations; provided that nothing herein shall preclude the operation of electric vehicles in and on streets and other paved areas intended for vehicular traffic, if the vehicles meet the requirements of Louisiana law for operation on public streets at night, and only if permitted by the City of Zachary/Parish of East Baton Rouge. The use of golf carts by Declarant, Owners, residents, and tenants of Beaver Creek, and agents, employees and representatives of the Association shall be permitted and encouraged within the Property to the extent permitted by applicable federal, state and local law. The Association may adopt Rules and Regulations permitting and governing the use of golf carts within the Property at its sole discretion.

Leasing of Lots. The regular, exclusive occupancy of a Lot in its entirety by any Person, other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including, but not limited to, a fee, service gratuity or other emolument (a "Lease" or "Leasing"), may be permitted; however, no rooms or other portions of a Lot may be leased, nor shall any Lot or portion thereof be used for operation of a boarding house, a bed and breakfast establishment, or similar accommodation for transient tenants. Notice and a complete copy of any such Lease or similar agreement, together with any additional information as may be required by the Association, shall be given to the Association by the Lot Owner within ten (10) days of execution of the Lease or similar agreement. The Lot Owner must make available to the lessee copies of this Declaration, the By-Laws, and the additional Rules and Regulations affecting the Property, all as they may be amended from time to time. Subleasing or assignment of any Lease is prohibited without prior written approval of the Association. If the Lot Owner fails to comply with any of the requirements set forth in this Subsection 2.4.10, the Association shall have the authority to nullify any Lease.

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

Nuisance. Any activity or condition that interferes with the reasonable enjoyment of any part of the Property or that detracts from the overall appearance of the Property.

Occupancy. Occupancy of a Lot by more than two (2) Persons per bedroom, unless prior approval has been granted by the Association. For purposes of this provision, "Occupancy" shall be defined as staying overnight in improvements constructed upon the Lot for more than thirty (30) days in any six (6) month period.

Parking. (a) Parking of vehicles on or in any portion of a Lot other than in or on an area specifically designed for such purpose, such as a parking space, a garage, a carport or a driveway; (b) Owner or Occupant parking of vehicles on private streets, except that guests of Owners or Occupants may park on private streets; (c) parking of commercial vehicles, equipment, mobile homes, boats, trailers, or stored or inoperable vehicles in places other than enclosed garages, except temporarily for a period not to exceed twenty-four (24) hours for loading and unloading; however, these parking restrictions shall not apply to construction vehicles and service vehicles not owned by a Lot Owner while such vehicles are reasonably necessary for providing services to the Lot or to guest parking in accordance with the reasonable regulations as the Committee may adopt from time to time.

Signs. No sign, poster, circular, billboard, or advertising is permitted upon any Lot or in any Common Areas, except as follows: Each Lot may have posted, prior to initial occupancy of a residence, a sign setting forth the name of the Lot Owner, architect and contractor of the improvements upon the Lot and, in the case of a Lot owned by Declarant or a contractor approved by Declarant, a sign indicating that the Lot is available for sale; provided, that any and all such signs must be approved by the Committee prior to placement on a Lot and shall be removed at the time of initial occupancy. One (1) sign not exceeding eighteen by twenty-four inches (18" x 24") in size containing endorsements of political candidates or issues may be posted on a Lot for only forty-five (45) days prior to an election or a vote on a referendum and for two (2) days thereafter. One (1) sign not exceeding nine inches by twelve inches (9" X 12") in size may be mounted in a window or on a stake not more than thirty-six inches (36") above the ground to identify the Lot as being equipped with a security system and/or monitored by a security service. Declarant may post a sign reading, "model home", or similar signs on a Lot containing model homes open to the public prior to initial occupancy of the model home. Religious and holiday signs may be displayed in accordance with Subsection ____.

Subdivision of Property. No Lot or any part thereof may be subdivided into two (2) or more Lots, and no part of the Common Areas may be incorporated into a Lot, without the prior written approval of the Committee, which approval may be withheld in its sole discretion. A Lot Owner of contiguous Lots may not combine the Lots for development as a single residence without the prior written approval of the Committee, which approval may be withheld in its sole discretion;

Timesharing. Operation of a timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years is absolutely prohibited;

Trash and Building Materials and Equipment. No Lot or Common Areas shall be used for dumping of rubbish, trash, garbage or other waste. All equipment for storage or waste disposal shall be kept in a clean and sanitary condition. A Lot Owner shall cause all debris to be removed from the Lot within ten (10) days following Substantial Completion of improvements, including the initial construction of a dwelling. No building materials or equipment may be kept upon any Lot so as to be visible from the Lot or from outside the dwelling on the Lot, except those to be used in the construction of improvements which have been approved by the Committee. "Substantial Completion" for purposes of this Subsection 2.4.17 shall be determined by Declarant or the Association, as applicable; and

Lakes and Ponds Lakes or ponds shall not be used for swimming, boating, canoeing, rafting, tubing, or similar activities or for operation of manned water craft. The use of such area is restricted to the Lot Owners of Lake Lots and their respective licenses, invitees or guests. All costs associated with maintenance, repair, replacement and insurance of lake shall be assessed solely against the Owners of the Lake Lots.

Pets. No animals, reptiles, birds, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept on the Lot Owner's property, provided that they are not kept, bred or maintained for sale in such numbers or in conditions as may be offensive in the sole opinion of the Committee, and further aggressive breeds of dogs, such as pit bulls, rottweillers, and chows are prohibited. Furthermore, the interpretation of an offensive condition or an aggressive breed of animal is within the sole discretion of the Association. All costs in connection with enforcing these provisions shall be subject to all collection provisions contained herein.

Pet Restraint. Pets shall not be allowed to run free in the Subdivision at any time. Pets being walked outside the Lot Owner's property shall be on a leash not in excess of 6 feet in length with a person walking the animal capable of controlling the pet, and shall not be permitted to leave any feces on any other property.

Rules Applicable to Vehicles. The following rules apply to vehicles in the Subdivision belonging to Owners and others.

Storage and Parking. Family vehicles shall be parked inside garages, with garage doors closed, whenever possible. No truck, bus, trailer or other "Commercial Vehicle" (as that term is hereinafter defined) and no mobile home, motor home, house trailer, camper, van, boat, boat trailer, horse trailer or other recreational vehicle, trailer or the like shall be permitted to be parked or stored on Residential Property, unless the same shall be parked or stored entirely within the fully enclosed by a garage or other approved enclosure; nor shall any such above mentioned commercial, recreational vehicle of the like be permitted to be parked or stored within any Common Areas or on any street within the Community.

Maintenance and Repairs. No passenger, automobile, commercial, recreational or other motorized vehicle, or the like, shall be dismantled, serviced, rebuilt, repaired, or repainted within the Subdivision. Notwithstanding the foregoing provisions of this subparagraph (b), however, it is expressly provided that the foregoing restriction shall not be deemed to prevent or prohibit those activities normally associated with and incident to the day-to-day washing, waxing, polishing, or other normal and non-disruptive maintenance of a Lot Owner's vehicles.

Motorcycles, All-Terrain Vehicles, Etc. No motorcycle, motor scooter, go-cart, moped, ATV (all terrain vehicle) or other two-wheeled, three-wheeled or four-wheeled motorized vehicle or the like, shall be permitted to be parked or stored on a Lot, unless parked or stored entirely within and fully enclosed by a garage; nor shall any such two-wheeled, three-wheeled or four-wheeled motorized vehicle be permitted to be operated anywhere within or upon the Subdivision, except for those which may be used or employed in connection with security, maintenance and operation of the Subdivision, or other use exempted by the Association. It is expressly provided, however, that the foregoing provisions of this subparagraph shall not apply to approved, electrically-powered four-wheeled golf carts that meet the requirements of Section _____ of this Declaration.

Mobile Homes/Trailers, Water Born Vehicles. The keeping of a mobile home or trailer, either with or without wheels, on a parcel of property covered by these covenants is prohibited. A motorboat, houseboat or other similar water born vehicle or recreational vehicle (motor home, travel trailer) may be maintained, stored or kept on any parcel of property covered by these covenants ONLY if housed completely within a structure which has been approved by the Committee or only if completely screened from view by landscaping or fencing which has been approved by the Committee.

Commercial Vehicles. In the context of this **Section _____** the term "commercial vehicle" means and includes a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity and/or containing more than four (4) wheels, and any vehicle, including a passenger automobile, with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials, tools or other unsightly items are visible.

Other Vehicle Rules and Regulations. The Association shall be entitled and is hereby empowered to adopt additional reasonable rules and regulations governing the admission, parking, use and storage of commercial, recreational, and other vehicles (including approved, privately-owned golf carts) within the subdivision and if so adopted, the same shall be binding upon all residential property and all Lot Owners and their guests.

Enforcement of Vehicle Regulations. A commercial, recreational, or other vehicle parked or stored in violation of these restrictions or in violation of any other rules and regulations adopted by the Committee may be towed away or otherwise removed by or at the request of the Committee at the sole expense of the Lot Owner on which it is parked and if a different person, the Lot Owner of such commercial, recreational or other vehicle in violation of such rules and regulations. In the event of such towing or other removal, the Committee and its employees or agents shall not be liable or responsible to the Lot Owner of such vehicle for trespass, conversion or damage incurred as an incident to or for the cost of such removal or otherwise.

Additional Rules Pertaining to Appearance of the Lots, Safety, and Related Matters. The following additional rules apply to Lots, Lot Owners, and all others conducting any activity on any part of the Property.

Signs. No sign, billboard, or advertising of any kind shall be displayed for public view on any Lot without the prior written consent of the Association; except as follows:

One (1) discreet, professionally prepared sign not exceeding four (4) inches high and eighteen (18) inches long identifying the name of the Lot Owner of a particular Lot;

One (1) discreet, professionally prepared sign of not more than five (5) square feet placed on the street side of a Lot identifying the architect and general contractor responsible, respectively, for the design and construction of a dwelling under construction on a particular Lot; provided, however, that such sign is first approved in writing by the Declarant; and,

One (1), discreet, professionally prepared sign identifying the master plumber, only for the time period required by Louisiana law.

No "For Sale" or other signs advertising the sale or leasing of a Lot or the improvements located thereon shall be permitted on a Lot. No signs of any kind shall be placed on the Golf Course side of any Lot. Notwithstanding the foregoing provisions of this section, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon residential property such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any residential property. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of residential property shall be permitted.

Lawn Care. All Lots, whether improved or not, shall be maintained at all times to prevent overgrowth of weeds, grass and other vegetation, provided that no Lot may be mowed on a Sunday or legal holiday before 8:00 A.M., Zachary, Louisiana time;

Trees. No trees thicker than six (6) inches shall be removed from any Lot without the prior written consent of the Committee. Such approval shall be reasonably given, however, if such removal is necessary in connection with the location of the main residential dwelling on a particular Lot where the preservation of such tree would work a hardship or require extraordinary design measures in connection with the location of such dwelling on the Lot. Certified tree specialists are available to Lot Owners for consultation regarding tree-cutting and preservation of trees during and after home construction. These specialists can assist in identifying trees which may be damaged during normal construction activities, formulating protective measures to minimize tree damage, and supervising tree protection during construction. Such services may be required by the Committee for certain residential Lots.

Permanent Exterior Lighting. The predominant exterior lighting on residential property shall produce “soft, subdued” light rather than “bright” light. Traditional, exterior light fixtures shall be required on Lots. Any exterior security lights, flood lights, tennis court lights or the like, shall require specific approval of the Committee or Association and shall be installed in such a manner as not to create excessive horizontal exposure, but rather shall be directed and/or shielded in order to cast light upward or downward so as not to create a nuisance to neighboring property. Such tennis court lights, flood lights, security lights, and the like shall be operated manually or by a timer (not by photocell or motion detectors) and shall be extinguished no later than 10:30 p.m. daily.

Seasonal Exterior Decorations and Lighting. An exterior holiday or seasonal décor placed in view on residential property shall be tasteful, presentable, and inoffensive. During the Christmas season, the preferred and encouraged exterior decorative lighting shall consist of single-colored, white lights, in keeping with the annual holiday tradition of highlighting rooflines and other architectural elements of historic homes and white lights. No flashing lights and no noisy, obnoxious, gaudy, or otherwise objectionable decorations and/or lighting, as determined at the sole discretion of the Committee, shall be placed on residential property, in view of street, country club property, or neighboring residences. No inflatable figures shall be displayed on a Lot as part of holiday decorations or at any other time.

Garbage and Garbage Containers. All garbage, trash containers and the like shall be stored inside garages, or behind approved opaque walls attached and made a part of the dwelling, or in an approved underground location. In no event shall any of the same be visible from any adjacent or neighboring residential property, from the Golf Course Property or from common areas, including streets and roads. Further, all garbage and trash containers and their storage areas shall be designed and maintained so as to prevent animals from gaining access thereto.

Burning. No burning of leaves, trash, rubbish, garbage or other waste materials of any type shall be permitted or conducted on any Lot or Common Area. Nothing contained herein, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside of any building or other structure located on residential property.

Laundry and Clothes Drying. No laundry or clothes-drying lines or area shall be permitted outside of any building on any Lot unless the same shall be behind approved walls, fences, landscaping screens or similar type enclosures. In no event shall any of them be permitted to be visible from any adjacent or neighboring residential property, from the Golf Course Property or from common areas, including streets and roads.

Unsightly Objects. No unsightly objects shall be kept in view of any Lot, in any Common Areas, or placed upon the exterior of any dwelling, including such things as garments, rugs, banners or other unsightly items hanging inside windows or on porches or balconies. No aluminum foil or similarly reflective material shall be used or placed on doors or windows. The Association shall have the absolute right, in its sole discretion, to determine what is an unsightly object, as well as to require removal or approved screening of such object.

Firearms. No firearms shall be discharged, and no hunting shall be allowed, with any type of weapon, within the Subdivision, any Common Areas, Golf Course Property or any other contiguous property owned by or under option by the Declarant or its affiliates, successors or assigns.

LOTS – ADDITIONAL RULES REGARDING MAINTENANCE AND REPAIR

Maintenance of Lots. Each Owner shall maintain, or cause to be maintained, its Lot and all structures, parking areas, landscaping and other improvements located thereon, in a good and workmanlike manner, consistent with the financial investments made by the other Owners in Beaver Creek and the Rules and Regulations established throughout this Declaration and all associated documents.

Enforcement. A Lot Owner, upon purchase of a Lot, shall deposit the sum of _____ dollars (\$_____) with the Association, to be used as a maintenance deposit (the "Maintenance Deposit"). After completion of the construction of all improvements on the Lot, the Association will release the Maintenance Deposit back to the Lot Owner after an inspection of the premises confirms that the Lot Owner's maintenance obligations have been complied with. To the contrary, if the inspection reveals that the Lot Owner's maintenance obligations have not been complied with, the Association shall keep the Maintenance Deposit and use it to cause Owner's maintenance obligations to be complied with. Thereafter, if a Lot Owner fails to properly perform its maintenance responsibility, the Association of the Association may: (i) perform or cause to be performed such maintenance responsibility and assess all costs incurred by the Association in connection therewith against the Lot and its Owner, or (ii) assess a fine against the Lot and its Owner of up to a maximum of fifty (\$50.00) dollars per day. The Association shall afford all Owners notice and a reasonable opportunity to cure the problem prior to performance, except when such performance is required due to an emergency situation. The remedies in this Section are in addition to all other available legal remedies.

Substantial Damage or Destruction. Each Owner further covenants and agrees that in the event of damage to or destruction of improvements or structures on or comprising its Lot; it shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or other Plans and specifications as are approved in accordance with Article 3 of this Declaration. Alternatively, the Lot Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the community-wide standard. The Lot Owner shall pay all costs which are not covered by insurance proceeds.

LOTS – SPECIAL PROVISIONS GOVERNING LAKE LOTS

Designation of Lake Lots. Any Lot that is adjacent to any lake on or bordering the Property (whether or not such lake is part of the Property) is hereby designated a "Lake Lot" and subject to the provisions contained herein and in other portions of this Declaration applicable to Lakes and Lake Lots.

Heightened Scrutiny for Lake Lots. The nature of the Lake Lots is such that after the construction of dwelling units and improvements thereon, the side and rear portions of the Lake Lots will still be subject to the view of other Lake Lot Owners and of other Persons in Common Areas near the Lake. Therefore, all Owners and Occupants of Lake Lots are hereby given further notice and are deemed to have agreed that due to the nature of the Lake Lots, the plans for improvements upon each Lake Lot will be reviewed in accordance with a heightened scrutiny in order to effectively maintain the aesthetics and environment of Beaver Creek for the benefit of all Owners and Occupants.

Restrictions Applicable to Lake Lots. Any Lake Lot shall be subject to the following additional restrictions:

No pier, dock or other structure or obstruction or any other wall, revetment, rip-rap or any other material shall be built, placed or maintained upon any Lake Lot except with the specific written approval of the Association. As to any such structure, approval or permits from the United States Army Corp of Engineers or any other such private or governmental agency as may be now or hereafter required must be obtained by the Lot Owner, if permitted by the Association.

Except with the prior written approval of the Association, no device or material may be constructed, placed or installed upon any Lake Lot which shall in any way alter the course of natural boundaries of any portion of the Lake or which shall involve or result in the removal of water from the Lake.

The Owner of each Lake Lot abutting the water's edge shall release and discharge Declarant, the Association, the City of Zachary, and the Parish of East Baton Rouge, from any and all claims for debt or damages sustained by the Lot Owner or Occupant or existing in or on the Lake Lot heretofore or hereafter sustained or to accrue by reason or account of the operation and maintenance of the Lake.

All Lake Lots shall be subject to a perpetual servitude in favor and for the use and benefit of the Association for the maintenance of the Lake.

Lake Lots. Any Lot bordering a Lake that is part of the Common Areas shall be maintained along the Lot edge of the lake in a manner acceptable to the Association. There shall be no swimming or boating allowed and no person is allowed to fish except from their property or in designated areas.

Banks Etc. No docks, walkways, gazebos or any other structure shall be allowed on the lakes. No boats shall be allowed on the lakes or stored along lakesides. No fishing poles or similar equipment shall remain along lake edges. Lake edges shall be kept clean from debris and are the responsibility of the Owners whose Lots abut them.

LOTS – SPECIAL PROVISIONS REGARDING GOLF COURSE LOTS AND GOLF COURSE PROPERTY

Golf Course. Portions of the Property are adjacent to the Beaver Creek Golf Course (the “Golf Course”) operated by the Recreation and Parks Commission for the Parish of East Baton Rouge (“BREC”). As a BREC course and park, the Golf Course and related BREC facilities are currently open to the general public.

Designation of Golf Course Lots. Any Lot that is adjacent to any portion of the BREC property (including lakes, improvements other than but associated with the Golf Course is hereby designated a “Golf Course Lot” and subject to the provisions contained herein and in other portions of this Declaration applicable to Golf Course Lots.

Ownership and Operation of Golf Course. All Persons, including all Owners, hereby acknowledge that no representations or warranties have been or are made by Declarant or any other Person with regard to the continuing existence, ownership or operation of the Golf Course and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by Declarant. Further, the ownership and/or operation of the Golf Course may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations of one or more of the Golf Course by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the Golf Course to an “equity” club or similar arrangement whereby the Golf Course or the rights to operate it are transferred to an entity which is owned or controlled by its members; or (c) the transfer of ownership or control of the Golf Course to one or more affiliates, shareholders, employees, or independent contractors of Declarant. No consent of the Association, any Owner, or any other Person shall be required to effectuate such transfer or conversion.

Golf Course. Each Owner shall be responsible for Owner’s conduct and behavior on the Golf Course and for the conduct and behavior of Owner’s guests, family members, tenants, agents and contractors on the Golf Course. Owners shall also be responsible for any damage caused to the Golf Course by the Lot Owner and Owner’s guests, family members, tenants, agents and contractors. Contractors may not use or travel over any portion of a Golf Course.

Right to Use. Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such Persons, and on such terms and conditions, as may be determined from time to time by the respective owner(s) of the Golf Course. The owner of the Golf Course shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Golf Course, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

Servitudes for Golf Courses. Each Golf Course Lot and any other portion of the Property located adjacent to the Golf Course is burdened with a servitude permitting golf balls unintentionally to come upon such property and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of such property to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Lot Owner’s permission before entry. The existence of this servitude shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this servitude:

Declarant;

the Association;

successors-in-title to the Golf Course, or assigns;

any contractor or contractor (in their capacities as such);

any officer, director, member, partner, agent, or representative of any of the foregoing.

All Golf Course Lots and other portions of the Property immediately adjacent to the Golf Course are hereby burdened with a non-exclusive servitude in favor of the adjacent Golf Course for overspray of water from the irrigation system serving the Golf Course. Under no circumstances shall the Association or the owner of the Golf Course be held liable for any damage or injury resulting from such overspray or exercise of this servitude.

The owners of the Golf Course and its successors and assigns, shall have a perpetual, exclusive servitude of access over the Property for the purpose of retrieving golf balls from bodies of water within the Common Areas lying reasonably within range of golf balls hit from the Golf Course.

Golf Course Covenants. By accepting title to a Golf Course Lot (whether or not it is expressly stated in the instrument of conveyance), a Lot Owner acknowledges and agrees, for itself and its guests, that:

The Property is adjacent to or near the Golf Course;

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;

Golf Course related activities, including without limitation, regular course play may be allowed during all daylight hours up to seven days a week, and golf tournaments open to the public at large may be conducted at any time during the year;

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;

Water hazards, the club house, maintenance facilities and other installations located on the proposed Golf Course may be attractive nuisances to children;

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;

Its guests do knowingly and voluntarily assume all risk 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 a Golf Course, Golf Course operations and the Golf Course-related activities;

None of Declarant, the Committee, the Association, the Golf Course owner and operator of all or part of any related BREC facilities, and their respective officers, directors, members, employee, agents, invitees, licensees, contractors, successors and assigns shall be responsible for or accountable for, and shall have no liability for any claims, causes of action, losses, damages, costs or expenses for any nuisance, inconvenience, disturbance or 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 or the Golf Course-related activities;

The operation or maintenance of the Golf Course may require that maintenance personnel and other workers will commence work relating to the operation and maintenance and use of the same as early as 5:00 A.M., on a daily basis, and that the operation, maintenance and use of the Golf Course and recreational facilities will entail the operation and use of the following:

Noisy power equipment such as tractors, lawn mowers, or similar machinery on various days of the week, including weekends, during various times of the day, including early morning and late evening hours;

Sprinkler and other irrigation systems during day and night;

Electric, gasoline or other power driven vehicles and equipment used by maintenance and operations personnel;

Application of pesticide and fertilizing chemicals; and

Refuse removal trucks, delivery trucks and other vehicles entering and exiting on various days of the week, including weekends, during various times of the day, including early morning and late evening hours.

Each Owner and its guests do knowingly and voluntarily assume the risks associated with such operation and maintenance, including but not limited to, risks of nuisance, noise, disturbance, inconvenience, property damage and personal injury or sickness.

None of Declarant, the Committee, the Association, the Golf Course owner and operator of all or part of any related BREC facilities, and their respective officers, directors, members, employee, agents, invitees, licensees, contractors, successors and assigns shall be responsible or accountable for, and shall have no liability for any claims, causes of action, losses, damages, costs or expenses for any nuisance, inconveniences, disturbance or property damage or personal injury or sickness directly or indirectly related to, caused by or associated with such operation or maintenance activities.

View Impairment. None of Declarant, the Association, the Committee or the Golf Course owner guarantee or represent that any view over and across the Golf Course from Golf Course Lots will be preserved without impairment. The Golf Course owner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping to preserve the Golf Course from time to time. In addition, the Golf Course owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the tees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may diminish or obstruct any view from a Lot and any express or implied servitudes for view purposes or for the passage of light and air are hereby expressly disclaimed.

Jurisdiction and Cooperation. It is Declarant's intention that the Association and the owner of the Golf Course shall cooperate to the maximum extent possible in the operation of the Property and the Golf Course. Each shall reasonably assist the other in upholding the community-wide standard. The Association shall have no power to promulgate rules and regulations affecting activities on or use of the Golf Course. The Association shall reasonably consult with the Golf Course owner prior to amending this Declaration to the detriment of the Golf Course and/or Golf Course Lots.

Golf Course Lot Restrictions. The following restrictions shall also apply to all of the Golf Course Lots:

No visual or audio features on the residence situated on Golf Course Lots shall be a distraction to the golfers. The Committee shall make the determination as to whether such distraction has occurred in its sole discretion.

Direct access from Golf Course Lots to the Golf Course Property is prohibited. Access to the Golf Course Property shall be controlled by BREC.

The Association may promulgate additional regulations and guidelines with respect to construction features on Golf Course Lots which may appear unsightly or unattractive from a golfer's point of view, such as storage sheds and storage areas.

Servitudes for Golf Course. Each of the Golf Course Lots is burdened with a servitude permitting golf balls unintentionally to come upon such property and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of each contiguous Lot or retrieve errant golf balls; provided, however, if any Golf Course Lot is fenced (with an approved fence), golfers shall be required seek that Lot Owner's permission before entry, which permission may be denied by the Lot Owner in its discretion.

The existence of this servitude shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this servitude:

the Declarant;

the Committee; and/or

the Association;

all directors, officers, members, employees, agents and/or representatives of any of the foregoing.

The Golf Course Lots are hereby also burdened with a non-exclusive servitude in favor of the Golf Course Property for unintentional and occasional overspray of water from the irrigation system serving the Golf Course Property. Under no circumstances shall the Declarant, the Committee, or the Association of Directors be held liable for any damage or injury resulting from such overspray or exercise of this servitude.

ARCHITECTURAL CONTROL COMMITTEE

Committee and Application Requirements. Except for construction and/or development by Declarant, and except for any improvements to any Lot or to the Common Areas accomplished by Declarant concurrently with said construction and/or development, and except for purposes of proper maintenance

and repair, no clearing, bush hogging, culvert installation, ditching or excavation or removal of plant material, nor any building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change or other alteration thereupon be made until the complete plans and specifications, showing location, nature, shape, height, material, color, type of construction and/or any other proposed form of change as well as any other information required to conform to the requirements of the Design Guidelines (defined below) and/or this Declaration (all collectively, an "Application", more fully described below) shall have been submitted and approved in writing by the Committee as to safety, harmony and external design, color and location in relation to the surrounding structures and typography and conformity with the Design Guidelines.

Composition. The Committee shall be appointed by Declarant, and Declarant may remove and replace members in its sole discretion. The members of the Committee need not be Members of the Association (as defined herein) and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by Declarant. A professional architect may serve as Chairperson of or a consultant to the Committee, to review and make recommendations with respect to all building plans, and a licensed horticulturist may serve as a member of or consultant to the Committee to review and make recommendations with respect to landscape plans.

Application Fees. Declarant may establish and charge reasonable fees for review of Applications and may require the fees to be paid prior to review of an Application. The initial fee for the architectural review shall be no more than \$300.00. In addition, the Committee may, retain architects, engineers or other professionals to assist in the review of any Application and Declarant may charge reasonable fees incurred. At such time as Declarant transfers its reserved rights with respect to the Committee to the Association, the Association should act for the Association with respect to the composition and duties of the Committee.

Design Guidelines. The Design Guidelines for the Subdivision as established originally established in Exhibit "B" attached to and made a part of this Declaration, and as may be determined and modified by the by the Committee in conjunction with the Association ("Design Guidelines", including as they may be amended from time to time) include without limitation, overall house image, scale, proportion and details along with appropriate and reasonable standards for all aspects of design, materials and finishes, such that, overall house image, scale, proportion, details, materials and finishes are desirable, appropriate and of the quality and character which the Committee deems are compatible with the standards and character of the homes in the subdivision and may exclude any such overall house images, scale, proportions, details, exterior finishes or materials which it deems undesirable or which, in its discretion, detracts from the value of the home or the surrounding homes or the general appearance or value of adjacent structures or the neighborhood. The Committee's vision and desires are intended to encourage design creativity that ensures individual yet compatible design character throughout the entire development. While each home design proposed will be reviewed based upon the criteria contained within the Design Guidelines, it is important to acknowledge that each submittal will also be reviewed based upon how well it relates to and supports the overall goal of creating a compatible street scape and fits within the overall neighborhood. It is through understanding and then implementing the desired "appropriate" character that the quality and value of the overall neighborhood along with the financial investment of each Lot Owner may be maximized. The Committee will seek to encourage the creation of aesthetically harmonious relationships among the homes within the Subdivision and between the particular Lot and home. The Committee will encourage the development of a Subdivision of outstanding architectural statements, and the repetition of home designs will be limited. The Committee will encourage Lot Owners to have homes designed which have not been previously used in the Subdivision.

Prohibited Activity Prior to Compliance with Requirements. Subject to the limitations hereinabove provided for, it is prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shade, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Areas or to combine or otherwise join two or more dwellings or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the Property, or the interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any Common Areas or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony and external design, color and location in relation to surrounding structures and typography and conformity with the Design Guidelines and any other requirements or conditions imposed by the Committee.

Review Factors. The Committee may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, topography and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Guidelines, and architectural merit. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements, and the opinion of the Committee shall govern.

Approvals. Upon approval by the Committee of any Application, as approved, shall be deposited among the permanent records of the Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Committee) have been submitted to it in writing, then approval will not be required and this article will be deemed to have been fully complied with, provided that such approval shall not be deemed a waiver of any requirements of this Declaration or the Design Guidelines.

Review Factors. The Committee may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, topography and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Guidelines, and architectural merit. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements, and the opinion of the Committee shall govern.

Plan Review and Approval Procedure. Each Owner shall submit an Application for architectural review and approval in such form as may be required by the Committee. The Application shall include:

one (1) complete set of plans and specifications (the "Plans") prepared by an architect licensed under the laws of the State of Louisiana, or by another Person required by the Committee, as the case may be, showing the site layout, height of proposed improvements, materials, floor plans, elevations, colors, garage door and garage specifications, landscaping, drainage, lighting,

irrigation and other features of the proposed construction, as required by the Design Guidelines and as otherwise required by the Committee;

a complete list of all contractors and contractors to be used on the job; and

a non-refundable fee determined by the Committee.

The Committee may require the submission of additional information as it deems necessary to consider the Application.

Variance Requests. The Committee may, but shall not be required to, authorize variances from compliance with any of the provisions of the Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, or when architectural merit warrants a variance, as it may determine in its sole discretion. Variances shall be granted only when, in the sole judgment of the Committee, unique circumstances exist, and no Owner shall have any right to demand or obtain a variance. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Committee from denying a variance in other circumstances. Prior to petitioning the Committee for approval of a variance, the Owner must receive written approval in writing from adjacent Lot Owners.

Changes and Revisions. All changes to final plans or any component of an Application, including but not limited to colors or materials, must be submitted to the Committee and approved prior to implementation.

Enforcement. Any work performed in violation of this Article or in a manner inconsistent with the approved Plans shall be deemed to be nonconforming. Upon written request from Declarant, the Association, the Association or the Committee, the Lot Owner whose improvements are nonconforming shall, at such Owner's sole cost and expense, remove any nonconforming structure or improvement and restore the Property to substantially the same condition as existed prior to the nonconforming work. Should a Lot Owner fail to remove and restore as required by this Article, Declarant or the Association shall have the right, without the posting of bond, to obtain injunctive relief from a court of competent jurisdiction requiring the Lot Owner to remove the violation and restore the Property to substantially the same condition as previously existed. Upon demand, the Lot Owner shall reimburse all costs incurred by Declarant or the Association, including reasonable attorney fees, in exercising its rights under this Article. In addition, Declarant and the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Committee made pursuant to this Article.

Limitation of Liability. The standards and procedures established by this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Property, but shall not impose any duty upon Declarant, the Association, the Association, the COMMITTEE, nor any officer, director or committee member of any of the foregoing (collectively, the "Indemnitees"). With respect to the review of Owner plans and Applications (a) the Indemnitees shall not bear any responsibility for ensuring structural integrity or soundness, or compliance with building codes and other governmental requirements, or for ensuring that structures on Lots are located so as to avoid impairing views from, or any other negative impact upon, neighboring Lots; (b) no representation is made that all structures and improvements constructed within the Property are or will be of comparable quality, value, size or design; and (c) the Indemnitees shall not be held liable for soil conditions, drainage problems or other general site work, nor for defects in work done according to approved Plans, nor for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot. The

limitations of liability contained within this Section 3.10 are not applicable to drainage problems caused by subdivision design.

THE ASSOCIATION – GENERAL AND MEMBERSHIP PROVISIONS

Function of Association. The Association shall be the primary entity responsible for enforcement of this Declaration, the By-Laws, the Design Guidelines and of the additional Rules and Regulations affecting the Property as the Association may adopt from time to time, all as they may be amended from time to time. Upon delegation by Declarant of its authority over architectural matters, the Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration. The Association shall also be the entity responsible for management, maintenance, operation and control of the Common Area. The Association shall perform its functions in accordance with this Declaration, the By-Laws, the Articles, and applicable Louisiana law.

Membership. Every Owner shall be a member of the Association (a "Member"); however, there shall be only one membership interest per Lot (a "Membership"). Membership shall be appurtenant to and may not be severed from ownership of a Lot. If the ownership of a Lot is transferred or otherwise conveyed, the Membership which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to its transferee any certificates or other evidences of such Membership. If a Lot is owned by more than one Person, all co-Owners and community property spouse Owners (all and any, "co-Owners") shall share the privileges of the Membership, subject to reasonable Association regulation, and the restrictions on voting set forth in the following section. All such co-Owners shall be solidarily obligated to perform all of the responsibilities of a Lot Owner.

Voting. There shall be only one (1) vote within the Association for each Membership.

Exercise of Member Rights. The Membership rights and privileges of a Lot Owner who is a natural Person may be exercised by the Lot Owner or the Lot Owner's spouse. The Membership rights and privileges of a Lot Owner which is a corporation, partnership or other legal entity may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by such Owner, in a written instrument provided to the Secretary of the Association. If such instrument is not so provided to the Association prior to the close of balloting, that Membership's vote shall be null for such ballot. For co-Owners, Membership rights and privileges may be exercised by any one of the co-Owners; however, if more than one co-Owner seeks to cast its Membership's vote, the Membership's vote shall be suspended until all respective co-Owners have advised the Secretary of the Association of their Membership's vote, as determined among themselves, in a written instrument signed by all such co-Owners. If such instrument is not so provided to the Association prior to the close of balloting, the Membership's vote shall be null for such ballot.

THE ASSOCIATION – AUTHORITY AND RESPONSIBILITIES

Payment of Common Expenses. The Association shall be responsible for the payment of expenses incurred or anticipated to be incurred by the Association for the general benefit of all Lots, including any reasonable reserves (the "Common Expenses"), as the Association may find necessary and appropriate pursuant to this Declaration and the Association's Articles and By-Laws. The Common Expenses shall be determined in accordance with this Declaration. Common Expenses shall not include any expenses incurred for initial development, original construction, installation of infrastructure, original capital

improvements or other original construction costs, unless approved by a majority vote of the Membership.

Acceptance and Control of Association Property. The Association may acquire, hold and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real property located within the Property. The property shall be accepted by the Association and thereafter shall be maintained as Common Areas by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring the property to the Association and in this Declaration.

Maintenance of Common Area. The Association, subject to the rights of the Lot Owners set forth in this Declaration, shall manage and control the Common Areas and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration, including portions of any additional property as may be included within the Common Area. The Association may maintain other property which it does not own, including, without limitation, publicly owned property and other property dedicated to public use, if the Association determines that its maintenance is necessary or desirable for the benefit of the Members. All costs associated with maintenance, repair and replacement of Common Areas shall be a Common Expense.

Rights of Declarant to Cure. In the event that the Association fails to properly perform its maintenance responsibilities hereunder, Declarant may, upon not less than ten (10) days' notice and opportunity to cure such failure, cause the maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred in connection with the performance of the maintenance, with interest thereon, including without limitation, reasonable attorneys' fees.

Implied Rights: Association Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or its Articles and By-Laws, and any right or privilege which could reasonably be implied from or which is reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Articles or the By-Laws, all rights and powers of the Association may be exercised by the Association without a vote of the Membership of the Association. The Board of Directors, assisted by any officers appointed by the Board for day to day administrative and clerical matters, shall be the body responsible for administration of the Association, selected as provided in the Association's By-Laws and generally serving the same role as the board of directors under Louisiana corporate law.

Compliance and Enforcement. Failure of any Owner or Occupant to comply with the provisions of this Declaration shall be grounds for an action by the Association, Declarant, or, in the proper case, by any aggrieved Lot Owner, to recover for sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, including without limitation, reasonable attorneys' fees, in addition to those enforcement powers granted to the Association pursuant to this Declaration and its Articles and By-Laws. All remedies set forth in this Declaration, the or elsewhere shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and court costs.

Indemnification of Officers, Directors and Others. The Association shall indemnify its directors, officers, committee member, employees, agents and representatives, as well as the Declarant and members of the Committee (collectively, the "Indemnitees") against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Association) to which it, he or she may be a party by reason of being or having been a director, officer, committee member, employee, agent or representative of the

Association, member of the Committee, or Declarant except that the obligation to indemnify shall be limited to those actions as to which liability is limited under this Declaration and Louisiana law.

Disclaimer of Liability. The Indemnitees shall not be liable for any mistake of judgment, negligent or otherwise, except for individual willful misfeasance, malfeasance, misconduct or bad faith. The Indemnitees shall have no personal liability with respect to any contract or other commitment made or action taken, in good faith, on behalf of the Association (except to the extent that the officers or directors may also be Members of the Association) and the Association shall indemnify and forever hold each Indemnitee harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any Indemnitee may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if the insurance is reasonably available.

Indemnity by Owners. Each Owner shall indemnify and hold harmless the Indemnitees from any loss, damage and expense, including, without limitation, reasonable attorneys' fees, which they may incur as a result of the failure of such Owner, its Occupants, or any contractor, employee or agent of such Owner acting within the scope of its contact, agency or employment, to comply with this Declaration, any Supplemental Declaration or other covenants applicable to the Lot Owner's Lot, the Design Guidelines, By-Laws and additional rules and regulations affecting the Property as the Association may adopt from time to time, all as they may be amended from time to time.

Security Issues. The Association may, but shall not be obligated to, maintain or support activities within the Property to enhance the safety of the Property. Neither the Association, Declarant, nor any successor or assign of Declarant, shall in any way be considered insurers or guarantors of security or safety within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system can not be compromised or circumvented, or that any such system or security measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its Occupants and tenants, if any, that the Association, the Association, Declarant, and any successor or assign of Declarant are not insurers or guarantors and that each Person using the Property assumes all risk for loss or damage to Persons, to Lots and to the contents and improvements of Lots resulting from acts of third parties.

Provision of Services to All Lots. The Association, acting through the Association, may from time to time contract for various services which the Association deems necessary, appropriate or desirable, including, but not be limited to, refuse removal, insect control, security and basic access to cable television. The cost of any services made available to all Lots shall be included in the Common Expense to be assessed and collected as part of the Base Assessment against each Lot.

THE ASSOCIATION -- FINANCES

Pre-Association Finances. Until the earlier of the Association's approval of a budget covering the estimated Common Expenses for the coming year and to fund reserves (the "Budget"), or Declarant's transfer of its reserved rights under this Declaration, or any Supplemental Declaration, to the Association, Declarant shall have the sole authority to establish and collect the annual assessments against all Lots pursuant to this Declaration. Thereafter, the following shall apply.

Budgeting and Allocating Common Expenses. At least ninety (90) days before the beginning of each fiscal year, the Association shall approve the Budget for the coming year.

Base Assessment. The Association is hereby authorized to levy assessments equally against all Lots subject to assessment in order to fund the Common Expense (the "Base Assessment"). The Base Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expense, including reserves. In determining the total funds to be generated through Base Assessment, the Association, in its discretion, may consider other sources of funds available to the Association. The Association shall take into account the number of Lots subject to assessment on the first (1st) day of the fiscal year for which the Budget is prepared and may consider the number of Lots reasonably anticipated to become subject to assessment during such fiscal year. The initial Base Assessment shall be \$30 per month.

Notice of Assessments. The Association shall send a copy of the Budget and notice of the amount of the Base Assessment for the next ensuing year to each Owner at least sixty (60) days prior to the beginning of the fiscal year for which it is to be effective. The Budget and the Base Assessment shall become effective unless disapproved at a meeting by a vote of at least seventy-five (75%) of the total number of Membership votes. There shall be no obligation to call a meeting for the purpose of considering the Budget and the Base Assessment, except upon the petition of the Members for a special meeting for such purpose, as provided for in the By-Laws, which petition must be presented to the Association within ten (10) days after delivery of the notice of the amount of the Base Assessment. If the proposed Budget is disapproved or the Association fails for any reason to determine the Budget for any year, then the Base Assessment for the immediately preceding year shall continue in effect.

Budgeting for Reserves. The Association shall annually prepare reserve budgets which take into account the number and nature of replaceable assets maintained as a Common Expense, the expected life of each asset and the expected repair or replacement cost of each asset. The Association shall set the required annual reserve budget capital contribution in an amount sufficient to permit meeting the projected needs of the Association with respect to those assets over the Budget period. The amount of the reserve budgets shall be shown on the Budget, and included in the annual Base Assessment.

Special Assessments. In addition to other authorized assessments, the Association may levy any special assessment from time to time to cover unbudgeted expenses or expenses in excess of those budgeted (a "Special Assessment"). Except as otherwise specifically provided in this Declaration, any Special Assessment which would exceed twenty percent (20%) of the annual Budget for the year immediately preceding that in which the Special Assessment is approved shall require the affirmative vote or written consent of Owners representing at least two-thirds (2/3) of the total votes allocated to Lots which will be subject to such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

Specific Assessments. The Association shall have the power to levy a Specific Assessment against any particular Lot or Lots constituting less than all Lots to cover any and all costs incurred in bringing the Lot into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the By-Laws or other Rules and Regulations, or to cover any and all costs incurred as a consequence of the conduct of the Lot Owner or Occupants of the Lot, its licenses, invitees or guests (a "Specific Assessment"); provided, that the Association shall give a Lot Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying a Specific Assessment under this Section.

Authority to Assess Owners. The Association is hereby authorized to levy assessments against each Lot as provided for in this Article and elsewhere in the Declaration, the Articles and the By-Laws. The obligation to pay assessments shall commence as to each Lot on the first (1st) day of the month following the month in which title to the Lot is transferred to the Lot Owner. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot. Assessments shall be paid in such manner and on such dates as the Association may establish. Unless the Association otherwise provides, the Base Assessment shall be due and payable one-twelfth (1/12) monthly, on the first (1st) day of each month. If any Owner is delinquent in paying any assessment or other charge levied on its Lot, the Association may require any unpaid installments of all outstanding assessments to be paid in full immediately.

Nature of Obligation. Each Owner, by accepting a deed, act of sale, exchange, donation or other act of transfer, or by entering into a recorded contract of sale or transfer, for any portion of the Property, is deemed to covenant and agree to pay all assessments authorized in this Declaration, the Articles and the By-Laws. The obligation to pay all assessments shall constitute a personal obligation of the Lot Owner and a real obligation against its Lot. All assessments, together with interest from the due date of such assessment at a rate determined by the Association (but not less than ten percent (10%) per annum, subject to the limitations of Louisiana law), reasonable late charges in such amount as is established by resolution of the Association, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 7.11. Each such assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Lot Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the Person who acquires such Lot shall be jointly and severally liable for any assessment and other charge due at the time of conveyance. However, no Person who obtains title to a Lot following foreclosure of a first priority mortgage shall be liable for unpaid assessments which accrued prior to such foreclosure.

Failure of Association to Act. Failure of the Association to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay the Base Assessment on the same basis as during the last year for which an assessment was levied, if any, until a new assessment amount is determined by the Association, at which time the Association may retroactively assess any difference.

No Exemptions. No Owner may exempt itself from liability for unpaid assessments by reason of non-use of Common Areas, abandonment of its Lot or any other means whatsoever. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Association to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action the Association or Association might take.

Certificates of Payment. The Association shall, upon request, furnish to any Owner liable for any type of assessment, a certificate in writing signed by an officer of the Association or its designated agent, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a processing fee for the issuance of such certificate.

Option of Declarant. Until Declarant has sold off its Lots, Declarant may, but is not obligated to, annually elect, at its sole option, either to pay regular Base Assessments on its unsold Lots, or to pay the difference between the amount of assessments levied on all other Lots subject to assessment and the

amount of actual expenditures by the Association during the fiscal year. Declarant may make such election at any time prior to the end of such fiscal year. Declarant's payments hereunder may be satisfied in the form of cash or by in kind contributions of services or materials, or by any combination of these. The Association is specifically authorized to enter into subsidy contracts and contracts for "in kind" contribution of services, materials or a combination of services and materials with Declarant.

Lien for Assessments. All assessments authorized in this Article shall constitute a lien against the Lot against which they are levied until paid (a "Lien"). The Lien shall also secure payment of interest, late charges (subject to the limitations of Louisiana law) and costs of collection (including reasonable attorneys' fees). Such Lien shall be superior to all other liens, except (a) liens for all taxes, bonds, assessments and other levies which by law would be superior; and (b) the lien or charge of any first priority mortgage of record made in good faith and for value. The Lien, when delinquent, may be enforced by suit, judgment and foreclosure in the same manner as mortgages on real property are foreclosed under Louisiana law.

The Association may bid for any Lot at a foreclosure sale and acquire, hold, lease, mortgage and/or convey such Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be levied on it. The Association may sue for any unpaid Common Expense attributable to such Lot and all related costs without foreclosing or waiving the Lien securing the same.

The sale or transfer of any Lot shall not affect the assessment Lien or relieve such Lot from the Lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of a first priority mortgage shall extinguish the Lien as to any installments of such assessments due prior to such sale or transfer. A mortgagee or other purchaser of a Lot who obtains title following foreclosure of such a mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be a Common Expense, collectible from Owners of all Lots subject to assessment under Section 7.7, including such acquirer, its successors and assigns.

The lien rights created in this Declaration shall be for the benefit of the Association, as to assessments levied on behalf of the Association.

Exempt Property. The following property shall be exempt from payment of any Base Assessment and Special Assessment: (a) all Common Areas and any additional property owned by Declarant which may be included in the Common Areas pursuant to Section 6.3; and (b) any property dedicated to and accepted by any governmental authority or public utility company.

ADDITIONAL RIGHTS RESERVED TO DECLARANT

Amendment of Declaration, Withdrawal of Property. Declarant reserves the right to amend this Declaration, so long as it has a right to annex additional property, for the purpose of removing any portion of the Property from the coverage of this Declaration, provided the withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property. The amendment shall not require the consent of any Person other than Declarant, unless the property is Common Areas, in which case the consent of the Association shall be required.

Right to Transfer or Assign Declarant Rights. Any or all of the rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons, provided that such transfer shall neither reduce any obligation nor enlarge a right beyond that of Declarant under this Declaration. No such transfer shall be effective unless it is memorialized in a written instrument expressly stating the intention to assign Declarant's rights and duly recorded in the Conveyance Records. The foregoing shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration, where Declarant does not intend to transfer such right in its entirety, and in such case, it shall not be necessary to record any written assignment, unless necessary to evidence Declarant's consent to such exercise.

Right to Use Common Area. Declarant and its designees may maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Declarant, may be required, convenient or incidental to the construction or sale of Lots, including, but not limited to, signs, model Lots, and sales offices. Declarant and its designees shall have servitudes for access to and use of such facilities. Declarant and its designees, during the course of construction on the Property adjacent to any Common Areas, may use such Common Areas for temporary storage and for facilitating construction on adjacent or nearby property. Upon cessation of such use, the user of such Common Areas shall restore it to its condition prior to such use. If Declarant's use under this Section results in additional costs to the Association, Declarant shall not be obligated to pay any use fees, rent or similar charges for its use of Common Areas pursuant to this Section. Declarant shall also have a right of use and servitude over and upon all of the Common Areas for the purpose of making, constructing and installing such improvements to the Common Areas as it deems appropriate, in its sole discretion.

Right to Approve Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instruments affecting any portion of the Property without the prior written consent of Declarant. Any such recordation without Declarant's consent shall result in such instrument being void and of no force and effect.

Right to Approve Changes in Community Standards. Notwithstanding any contrary provision of this Declaration, no amendment to, or modification or restatement of this Declaration, any Rules and Regulations, or the Design Guidelines, shall be effective without prior notice to and the written approval of Declarant, so long as Declarant owns any portion of the Property or additional property subjected to this Declaration.

Exclusive Right to Use the Name of the Development. No Person shall use the term "Beaver Creek" or any derivative thereof in any printed or promotional material, without Declarant's prior written consent, provided, however, that the Association shall be entitled to use the word "Beaver Creek" in its name.

Amendment and Termination of Rights. This Article may not be amended without the written consent of Declarant so long as Declarant has any rights hereunder. The rights contained in this Article shall terminate upon the earlier of the following: (a) the date which is seventy-five (75) years from the date this Declaration has been filed for recording in the Conveyance Records; or (b) the date on which a written instrument is filed by Declarant for record in the Conveyance Records stating that it has surrendered and terminated its reserved rights hereunder.

AMENDMENT OF DECLARATION

By Declarant. Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary to (a) bring any provision into compliance with any applicable

governmental statute, rule, regulation or judicial determination which is in conflict therewith; (b) enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property; (c) enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; (d) satisfy the requirements of any governmental agency; (e) in Declarant's reasonable discretion preserve or enhance the intent and purposes of any of the provisions of the original Declaration. Any such amendment shall not adversely affect the record title to any Lot, unless the Lot Owner shall consent thereto in writing.

By Members. Except as otherwise set forth elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds (2/3) of the total votes in the Association, including two-thirds (2/3) of the votes held by Members other than Declarant, and the consent of Declarant, so long as Declarant has an option to subject additional property to this Declaration. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon the date on which they have been filed for record in the Conveyance Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its filing or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If a Lot Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision in any mortgage or contract between a Lot Owner and a third party will affect the validity of such amendment.

No amendment may, directly or indirectly, remove, revoke or modify the status of, or any right or privilege of, Declarant, without the prior written consent of Declarant.

Amendment of Design Guidelines. Any Design Guidelines shall be subject to amendment from time to time in the sole discretion of the Committee. Amendments to the Design Guidelines shall not require modification to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; amendments may remove requirements previously imposed or make the Design Guidelines otherwise more or less restrictive in whole or in part.

MISCELLANEOUS

Notice of Sale, Lease or Mortgage. In the event a Lot Owner sells, leases, mortgages or otherwise disposes of any Lot or dwelling, the Lot Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

No Trespass. Whenever the Declarant, Committee, Association, and their respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Subdivision, the entering thereon, including on privately owned Lots, and the taking of such action shall not be deemed to be a trespass.

Terms. The terms used in this Declaration shall generally be given their natural, commonly accepted definitions, except as otherwise specified. Capitalized terms shall have the meaning ascribed to them within this Declaration.

Headings. The headings in this Declaration have been included solely for reference and will not be considered in the interpretation or construction of this Declaration.

Remedies. The rights and remedies within this Declaration are not exclusive of any other remedies provided herein or by law.

Severability. If any provision of this Declaration shall be invalid, inoperative or unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, to any extent whatever. The invalidity of any one or more phrases, sentences, clauses Articles or Sections contained in this Declaration shall not affect the validity of the remaining portions of this Declaration, or any part thereof.

Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes set forth herein.

Governing Law. This Declaration shall be construed and governed under the laws of the State of Louisiana.

Exhibits. Exhibits "A", "B" and "C", attached to this Declaration, are incorporated by this reference and amendment to such exhibits shall be governed by this Article, except as otherwise specifically provided in this Declaration. All other exhibits, if any, are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

Costs of Enforcement. In the event of a violation of these restrictions known, intentional or otherwise or in the event of a continuing violation of these restrictions after receipt by the violator or owner of the Lot on which the violation occurs of written notice of said violation, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgment or otherwise shall be entitled to recover from the violator or Lot Owner reasonable attorney's fees and costs to be fixed and awarded by the court.

This Declaration has been signed in _____ on the date first above written in the presence of the undersigned witnesses and notary public.

[Signatures on Following Page]

WITNESSES:

BEAVER CREEK DEVELOPMENT, L.L.C.

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

NOTARY PUBLIC

Print Name: _____

Notary ID no. or Bar Roll no.: _____

My Commission expires: _____

Property Description

The Meadows at Beaver Creek, Second Filing

THOSE CERTAIN LOTS OR PARCELS OF GROUND, together with all the buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision known as **THE MEADOWS AT BEAVER CREEK, SECOND FILING**, and being designated on the official plan of said subdivision on file and of record in the office of the Clerk and Recorder of said Parish and State, as **LOTS FIFTY-ONE (51) THROUGH NINETY-EIGHT (98)**, said subdivision, said lots having such size, shape and dimensions and being subject to such servitudes as are shown on said map.

**Design Guidelines
for
The Meadows at Beaver Creek**

These Design Guidelines are incorporated in and made a part of the Declaration. All improvements on Lots shall comply with these Design Guidelines. In the event of a conflict or ambiguity between any provision of the Design Guidelines and a provision of the Declaration, or with any other provision of the Design Guidelines, then in each such case, the more restrictive provision shall control. Notwithstanding the foregoing, these Design Guidelines are subject to application according to the provisions of the Declaration, including the availability of variances therefrom, all as provided in the Declaration.

INTRODUCTORY INFORMATION

Introduction. These Design Guidelines are an essential component and supplement the Declaration.

Purpose. The Subdivision is intended to be **a unique community of custom designed homes.** To insure the community's high standards, a design requirements and approval of building designs have been adopted and a detailed plan review process has been established to review all individual building and landscape plans.

Use of Guidelines. To explain the review process and what is required for plan approval, Declarant and the Committee have developed these Design Guidelines. The Committee will use these Guidelines to review Applications (as defined in the Declaration), but may consider individually the merits of any project due to special site conditions. Any project submitted for such special consideration review must be demonstrated to be necessitated by site conditions and/or benefit the specific site adjacent areas or the Subdivision as a whole. Any affirmative variance from any specific Design Guidelines must comply with the Declaration.

Factors Considered as Part of and in Addition to Guidelines. It is important for Owners to understand that the Design Guidelines are only one set of factors that the Committee will employ in considering an Application. The Guidelines include without limitation, overall house image, scale, proportion and details along with appropriate and reasonable standards for all aspects of design, materials and finishes, such that, overall house image, scale proportion, details, materials and finishes are desirable, appropriate and of the quality and character which the Committee deems are compatible with the standards and character of the homes in the subdivision, and the Committee may exclude any such overall house images, scale, proportions, details, exterior finishes or materials which it deems undesirable or which, in its discretion, detracts from the value of the home or the surrounding homes or the general appearance or value of adjacent structures or the neighborhood. The Committee's vision and desires are intended to encourage design creativity that ensures individual yet compatible design character throughout the entire development. While each home design proposed will be reviewed based upon the criteria

contained within these Design Guidelines, each submittal will also be reviewed based upon how well it relates to and supports the overall goal of creating a compatible streetscape and fits within the overall neighborhood. It is through understanding and then implementing the desired “appropriate” character that the quality and value of the overall neighborhood along with the financial investment of each Lot Owner may be maximized. The Committee will seek to encourage the creation of aesthetically harmonious relationships among the homes within the Subdivision and between the particular Lot and home. The Committee will encourage the development of a Subdivision of **outstanding architectural statements**, and the repetition of home designs will be limited. The same home design shall not repeat itself more than once every three (3) homes on the same side of every street. The Committee will encourage Lot Owners to have homes designed based on plans that have not been previously used in the Subdivision. The Committee will not knowingly allow the reproduction of any home in the Subdivision. No “similar” house exterior designs within the “line of vision” of a like design will be allowed. No Contemporary styles will be accepted. Only classic, time tested, regional, traditional, historic styles compatible with the overall Subdivision will be accepted.

Construction Standards. The Committee will seek to guard against the erection of poorly designed, detailed or proportioned structures, or structures built of improper or unsuitable materials, or improperly proportioned or which are incompatible with one another or are not appropriately proportioned for the structure in which they are to be installed. Lot Owners should seek to have homes designed which address the aforementioned criteria, as well as, specific site conditions.

DESIGN GUIDELINE INFORMATION

Construction, Commencement, Changes. The Declaration’s provisions governing the prerequisites for commencing construction and for submittal of design changes during construction are incorporated into these Design Guidelines.

Contractors, Architects and Designers. A pre-approved contractor, architect or home designer must be used for construction projects within the Subdivision.

Approved List. The architects and designers composing the pre-approved list have demonstrated that they understand and are willing to comply with the vision and goals as called for in the Design Guidelines or who in the Committee’s opinion have produced previous work which would meet the Subdivision’s high standards. A copy of the current listings may be obtained by contacting Declarant or a member of the Committee.

Application for Addition to Approved Listings. Contractors, architects and home designers who are interested in being considered for “approved” status should contact the Committee for a list of required criteria for submittal to be considered for preliminary approval. Upon submitting qualifications and examples of previous work (documents and photographs of completed work), the request will be considered for preliminary approval. None of the ability to draft and produce an ‘industry standard’ set of home plans, or having a contractor license, or having a particular amount of experience in home design or building is not sufficient qualification to be added to the approved list. Upon

preliminary approval, the contractor, architect or designer will be required to attend an Orientation Meeting. Final approvals will be determined following this meeting. Approval may be reassessed given cause or on at least an annual basis.

Removal from Approved Listing. The Committee reserves the right to remove any contractor, architect or designer from the approved list for cause as determined in the Committee's discretion. Examples of cause for removal are preparation of incomplete design review submittals, or repeated submission of designs for approval which do not comply with the 'appropriate' character and detailed requirements as called for in the Design Guidelines, or failure to complete a residence in accordance with the approved plans or on a timely basis.

Design Review Submittal. The four design review submittals are:

Preliminary

Final

Exterior Colors

Landscape

Two full sets of full size plans for each preliminary and final submittal is required. One set, with Committee comments, will be stamped and returned to the Lot Owner/contractor; the others will be retained by the Committee.

All design reviews will examine compliance with the Design Guidelines. It is the Lot Owner's responsibility to comply with applicable building and zoning codes in effect. The design review process is in no way intended to be used as an analysis for determining errors or omissions in plans and specifications or design defects and neither Declarant nor the Committee can be held responsible for any such non-compliance or defects.

Design Review Process. To assist Owners and their designers and contractors in understanding the full design review process, it generally consists of the following:

- Select your home designer from the approved list.
- Review the Design Guidelines with your designer.
- Complete the Application for submittal with fee and deposits.
- Submit two (2) sets of Preliminary Plans along with completed application, review fee, and deposits.
- Design Review Process as outlined above.

- Review each stage of plans and respond to Committee’s comments, if any.
- Final Plan Submission (2 full sets of plans) (¼ = 1’0”).
- Receive Final Plan stamped “approved” by the Committee.
- Select a contractor.
- Apply for Building Permit.
- Begin construction.
- Receive and respond to any comments on, then obtain final approval of exterior color and material selections and approval of landscape plans.
- Complete home and install landscaping prior to move in.
- Request Final Inspection in writing.
- Correct any deficiencies.
- Receive Approval of Committee.
- Receive Refund of Deposits.

Preliminary Plan Submittal. Preliminary Plan Submittal shall consist of two (2) sets of Preliminary Plans, including:

Site Plan – Drawn to scale (1” = 20’), including setbacks, servitudes, home and driveway placement, and tree survey overlay indicating all trees in excess of six (6”0 inches in diameter, drainage swales and/or subsurface drainage (indicating flow of water).

Front Elevation.

Both Street Elevations on Corner Lots.

Golf Course Elevation for Golf Course Lots.

Completed Application.

Submittal of Home Plan Design Review Fee.

Submittal of Construction Damage Deposit.

Submittal of Landscape Deposit.

One set of Preliminary plans will be retained by the Committee; the other set with Committee comments will be stamped and returned to the Lot Owner/contractor. Preliminary plans must be approved prior to the drawing of Final Plans. This is to prevent the expense of redrawing of plans by architects and home designers and to expedite final approval. The completed review will contain denotations on the plans which will be required to be addressed in the final plan submittal.

Final Plan Submittal. Final Plan Submittal shall consist of two (2) full sets of plans, drawn to scale ($\frac{1}{4}$ " = 1 foot), including:

Final Plan – Drawn to scale ($\frac{1}{4}$ " = 1 foot) two (2) full sets must be submitted for review, one (1) will be kept with the Committee, one will be returned to the Lot Owner.

Site Plan – Drawn to scale (1" = 20') including setbacks, servitudes, footprint of home, driveway placement, tree survey overlay indicating all trees in excess of six (6") inches in diameter, drainage swales and/or subsurface drainage (indicating flow of water) detail (See Exhibit 2) plus hardscape including walls, fences, walkways, pools, spas, fountains, gazebos, pigeoniers, pergolas, or other detached structures

All Building Elevations – All elevations must articulate materials, exterior finishes, windows, shutters, trim, fascia details and other architectural detailing. Dimensions, details and locations of all architectural elements (for example: Columns, Dormers, Shutters, Chimneys, etc.) must be provided.

Floor Plans – The heated and unheated areas of the house shall be clearly noted on plans.

Roof Plan – must show plumbing penetrations.

Door and Window Schedules

One set of Final Plans shall be retained by the Committee; the other set with Committee comments will be stamped and returned to the Lot Owner/contractor.

Any changes to Final Plans after approval is given must be submitted and approved by the Committee prior to implementation. If a Lot Owner/contractor constructs a home or structure other than that which is approved, it may be required to tear down or remove it at its own expense.

Lot Owners or their designers may attend one Committee Meeting and shall be limited to ten (10) minutes. This visit should be made ONLY if there is a problem with an Application.

Exterior Color and Material Submittals. All exterior colors and samples must be submitted simultaneously for Committee review and approval prior to “black in” stage. The items to be submitted are as follows:

Bricks – Submit a sample of three to six (3-6) bricks with name. All bricks must be “old” brick.

Stucco or Synthetic Stucco – Submit a sample and give manufacturer and color name or number.

Shingles or Tile – Submit manufacturer name and color. Must be Composition architecturally cut.

Other Exterior Colors – Submit samples as well as name or number and manufacturer for each of the following. Indicate on submittal where each color is to be used.

- Trim (fascia, eaves and soffits);
- Siding – Must be smooth, single board;
- Doors;
- Windows;
- Garage Door; and
- Other.

Landscape Plan Submittal. Landscape Plan Submittal shall consist of two full sets of landscape/hardscape plans (drawn to scale 1” = 10’ minimum) including:

Scale of drawing 1” = 10’;

Show existing footprint of home;

Show all existing and proposed hardscapes,

Show existing trees to remain;

Show drainage swales along property lines and all subsurface drainage. (Indicate direction of flow);

Show variety, size, number and location of all plant material. (This must be clearly labeled on Plan);

Label areas to be sodded;

Provide Plant Material List including:

- Quantity;
- Botanical Name;
- Common Name; and
- Size.

Provide preparation specifications;

Provide screening details, i.e., lattice, etc.

Landscape Plan Review Fees must be submitted along with plans for review.

Review Fees/Damage Deposits. Damage Deposits and Review Fees must be submitted prior to or with submittal of preliminary plans.

Recommended Architect, Some Fees Waived. Andy McDonald Design Group is the recommended architect for the Subdivision. When an Owner uses any of the Andy McDonald Design Group plans, the Design Review fees will be waived. Andy McDonald Design Group will also give an additional incentive to use its plans by reducing the cost therefore from \$1.10 per square foot to \$0.35 per square foot.

Review Fees.

1. Design Review Fee for “Select” contractors . . . \$300

Design Review Fee for all other approved contractors \$ 400

Include review of four submittals of the same home plan, whether conceptual, preliminary or final.

2. Landscape Review Fee \$50

Fee will be increased if plan is not submitted prior to “black-in”.

Changes – Review Fees.

1. Additional Reviews \$200

Additional review of preliminary or final plan after the four initial reviews which are included in the original \$300 fee.

- 2. Change of Plan \$200

Includes fee for review when front elevation and/or floor plan are essentially a different plan than the one originally submitted.

- 3. Change to Final Approval Plan \$100

Any changes to plans after final approval is granted or during construction.

Damage Deposits and Inspection Fees.

- 1. Damage/Compliance Deposit for “Select” contractors . . . \$2,000

Damage/Compliance Deposit for all other approved contractors \$2,500

- 2. Landscape Deposit for “Select” contractors \$2,000

Landscape Deposit for all other approved contractors \$2,500

- 3. Final Inspections No Fee

Includes initial inspection plus one re-inspection.

- 4. Additional Inspections \$100 each

After initial and one re-inspection. \$100 each

Refunds of Deposits will be made in the following manner. Upon completion of the home, the Lot Owner shall request a final inspection of the home in writing. A representative of the Committee then makes an inspection of the home and landscaping. The Lot Owner is notified of any items which are in need of correction. Refund of both the deposits is conditioned upon repair of any and all items damaged, completion of all incomplete items and adherence to all restrictions, within ninety (90) days of home completion. This is evidenced by a satisfactory inspection of the property by an appointee of the Committee. Once the home has received a satisfactory final inspection, the deposits will be refunded.

The entire front elevation of the home (on corner Lots both street elevations) must be landscaped and home construction must be complete prior to occupancy by the Lot Owner. If owner moves in or occupies the home prior to home completion or the completion of landscaping, the Lot Owner shall forfeit both Damage Deposit and Landscape Deposit. Further, liquidated damages will be assessed on the property at the rate of \$100 per day until the landscaping and/or home construction is completed. Owner shall be responsible for paying

liquidated damages to the Committee or the Committee shall have the right to lien the property for the balance of said damages plus costs of litigation, attorneys' fees and collection of same. Additionally, on homes which are on the Golf Course or any common area (such as, the jogging/nature trail) all remaining landscaping must be completed within sixty (60) days of home completion or occupancy. Refunds of deposits on homes on the Golf Course and common areas are made after all landscaping, both front and rear yards, is complete.

Exceptions to this will be if within two (2) weeks of move in, there are more than four (4) certified rain days (per Weather Bureau), then owner will be allowed the number of days over four (4) certified rain days, beyond move in day to complete landscaping. (e.g. If there are seven (7) rain days, the Lot Owner will be allowed three (3) days beyond move in to complete landscaping). Any days in excess of allowable days will result in damages of \$100 per day.

ARCHITECTURAL REQUIREMENTS

Architectural Elements. Details, including the location, design, proportions and dimensions of Architectural elements, such as, dormers, columns, shutters, finials, stucco bands and quoins, etc., must be submitted to the Committee along with home plans and all specifications. These details and specifications are subject to the approval of the Committee.

Dormers. Details, including location, design, and proportions must be shown on full drawings and dormer section drawings. Where false dormers are used, interior framing must be painted black or appropriate window treatments must be installed.

Cornices & Birdboxes. Cornice and Birdbox details shall be shown on drawings for approval. Birdboxes shall be constructed so that returns overlap face of brick by ½” maximum. Birdboxes with overhangs of more than ½” will not be allowed.

Committee Approval Timeline. In the event the Committee fails to approve or disapprove within twenty-one (21) days after any matter, including plans and specifications, has been submitted to it, approval shall not be required by the Committee; however, all other provisions of these restrictions shall continue to apply. This should not imply that plans or design elements which do not comply with architectural standards set forth herein will be considered approved.

Home Placement. In order to assure that location of the houses will be harmonious, that the maximum view will be available to and from 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 including setbacks, garages, driveways, swimming pools, fences, etc. upon all residential building sites, including any waivers or variances which, in its sole discretion, it may grant; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site.

Corner Lots. Corner Lots are considered to have two front elevations, such that each elevation facing the street adheres to front elevation requirements. Thus, both elevations facing streets edge must have aesthetically pleasing exteriors.

Ceiling Height. All residences shall be constructed with at least ninety (90%) percent of the ceilings on the ground floor not less than nine (9') feet high.

Setbacks. Unless approved in advance by the Committee and except as otherwise shown on the Final Plat of the Subdivision, front, rear, and side minimum building setback lines shall be as shown at Exhibit ____. If there is a conflict between the setbacks shown on Exhibit ____ and the final plat, the greater distance should be used.

Drainage/Erosion. It shall be the Lot Owner/contractor's responsibility to see that Lots are graded to direct drainage to the street, except for Lots which the final plat dictates otherwise. Drainage must be shown on the site plan for approval. During construction, contractors may use silt screen or bails of hay to control erosion and mud flow to streets, walkways and cart paths. During and after construction, erosion shall be controlled by completely sodding exposed slopes. The use of exposed drain pipe or impervious swale lining is prohibited; however, catch basins and buried drain pipe may be used. Drain pipe must go under the sidewalk and terminate at curb with a catch basin and grade adjacent to curb to allow water to spill over curb and into road. Each Lot shall have drainage swales along the rear and side property lines sloping toward the street. Lot Owners are responsible for maintenance of these swales at all times.

Driveways/Walkways. Driveways shall be constructed no nearer than one (1') foot from the side property line. A turning radius of not less than twenty-one (21') feet for entering the carport or garage shall be required. Driveways shall be constructed of concrete and shall have a width of not less than eleven (11') feet flaring to a maximum of eighteen (18') feet at street's edge. No driveway shall be permitted adjacent to another except where the configurations of Lots dictate it necessary and then it must be approved by the Committee. The placement of driveways shall be in accordance with specifications as shown on exhibit. Walkways shall be constructed on each Lot consisting of hard surfaced paths leading from the street or driveway to the front entrance of the home. Walkways shall be a minimum of 42" in width. Driveways shall be constructed of concrete with brick aprons. Driveway entry aprons shall consist of six (6) courses of brick (minimum 28"). Lot Owners may use patterned concrete instead of true brick. In all parcels, patterned concrete may be used in brick, Belgian block, cobblestone or slate patterns. Colors may be earth tones. Patterns and colors must be approved by the Committee.

Fences. All fence locations and details must be submitted to the Committee for approval prior to construction including details of decorative fences and non-perimeter fences. Existing fence designs located on adjacent Lots must be resubmitted to the Committee for approval prior to construction. Gates are considered as part of fences and gate details must be submitted for approval. Chain link or wire fences are prohibited. Brick columns are allowed in courtyards ONLY and are prohibited in perimeter fences. On Lots adjacent to the Golf Course fences are prohibited except as required by law for swimming pools. On lots adjacent to lakes or walking trails the fence is discouraged unless as needed for children and pets. Wrought iron or wrought iron like fences must conform to specifications of spacing, rail heights and post sizes as shown on the attached illustration.

Interior Lots. Perimeter fences shall be constructed of Wrought iron, simulated wrought iron fences or anodized or painted aluminum or painted wood in interior Lots. All fences shall be painted black to match the mail box. All fences must be four (4') feet high, Associations must be dog-eared shadowboxing style with three inch (3") spaces between Associations alternating on both sides of the fence and must be built on the property line. Shadowboxing allows for a two sided fence each having an equally finished appearance. Therefore, it is recommended that fence costs be shared by adjoining Lot Owners.

Lake Lots. Fences on Lake Lots shall be constructed of wrought iron, simulated wrought iron or anodized or painted aluminum with the same guidelines. No wood fences are allowed on these Lots. All fences shall be painted in black.

Courtyard Walls. All courtyard walls must be approved by the Committee prior to their installation. Courtyard walls are allowed within the building setback lines to a maximum of four and one-half (4½') feet where street elevation of home is obstructed by wall. Where there is a pool in front of the home, the Committee may approve an exception to the maximum height restriction. The Committee may allow courtyard walls to extend beyond building line at a maximum height of four feet. The distance of the allowable extension will be determined on case by case basis.

SPECIAL REQUIREMENTS

Minimum Square Footage Requirements. Homes on Estate Lots (defined as any lot with 85 or more feet of frontage, and in the case of corner lots, 85 or more feet on either street), shall have a minimum living area of 2,500 Square Feet Living Area. All other homes shall have a minimum living area of 1,900 Square Feet Living Area

Maximum Building Heights. Within all parcels, the maximum height of the home and accessory buildings shall be thirty-eight (38') feet measured from the finished grade of the Lot to the highest peak of the roof.

Foundations. Foundations should be properly designed by a structural engineer, the contractor, designer or architect of your home. Declarant does not warrant soil conditions. City Parish regulation should be reviewed carefully for slab elevation requirements. If over 8" of slab is showing, it must be camouflaged by brick ledge or by screening with continuous landscape.

Exterior Materials/Colors. The exterior of the home and accessory buildings shall be constructed of stucco, brick or siding approved by the Committee. Fake stone and lava rock are expressly prohibited. All siding must be wood or smooth synthetic shingle Association lap siding subject to the approval of the Committee. Exterior color samples, including siding, trim, brick, roof material and colors should be submitted simultaneously to the Committee with final plans or at the latest, prior to black-in. Exterior colors including siding, trim, brick, roof material and colors must be approved by the Committee prior to their installation and prior to black-in. If any color selections or materials are installed prior to approval, Damage Deposit is automatically forfeited. Installation of non-approved colors/materials may result in mandatory removal and replacement. All brick used in must be old brick. Any changes in exterior colors or materials must be approved by the Committee, as must all changes to plans. The Committee recommends the use of subdued, historically correct colors. No bright or "strong" colors will be accepted. Colors will be examined not only in relation to one another on the subject home, but in relation to other homes within the line of sight. Wood beams must be sealed with a clear sealant or naturally weathered.

Window Coverings. No foil, sheets, reflective materials, paper, or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. For temporary window coverings, the committee suggests the use of inexpensive shades or blinds until permanent window coverings are installed. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the home. Screens on windows

should be submitted with plans. If screens are added to the home later, details and location must be submitted to Committee for approval.

Doors. Solid core wood doors on the front elevations and corner elevations are required. Garage doors and side doors where there is not a roof overhang must be painted metal panel doors, and/or glass subject to the approval of the Committee. Details, with photos if possible, must be submitted to the Committee for approval.

Windows. Wood, wood clad, or committee approved windows shall be required on all elevations facing or viewed from streets and on rear elevations on Golf Course Lots. If clad windows are used, appropriate trim (as determined by the committee) must be used. Divided lights shall be required on front elevations or windows viewed from the street unless deemed inappropriate by the Committee. If false dormers are used, appropriate window treatments must be used to prevent interior of attic from being seen or framing must be painted black so as not to be seen from street. Where aluminum windows are allowed, brick mold is required.

Wood Lintels. Lintels above doors, windows or garage doors should be installed in such a way that flashing above the lintel does not show. Lintels should be allowed to weather naturally or be sealed with a clear sealant, not stained.

Shutters. Shutter width should be proportionate to the window ($\frac{1}{2}$ the window width). Shutters on front elevations must be operable. All shutters must be approved by the Committee. Shutter details must be shown on elevation drawings. Picture windows should not have shutters. Closed shuttered windows shall not have battens showing, but the window shall be framed and the attendant appropriate hardware shall be included. Where wood windows are required; false shutters must have hardware. When closed shutters are used in locations where aluminum windows would be allowed, brick mold is required; however, hardware is not required.

Fascia, Eaves & Soffits. Fascia, eaves, and soffits shall be constructed of wood or pre-approved synthetic material.

Gutters. All roof gutters shall be half round with round downspouts. Gutter colors must be submitted for approval. Gutters may be made of cooper or aluminum painted to match fascia/soffits and roof colors. Architectural profile gutters may be allowed if painted to match fascia/soffits.

Roof. The pitch of the main roof should be not less than 8:12 pitch; minor, inconspicuous or appropriate areas may have a lower pitch. The Committee may approve a lesser pitch if designer can show that it is more appropriate to the proportions of the house. Recommended roof material colors are dark brown and grays. All colors must be approved by the Committee. English or Spanish tiles are encouraged. No black roof material is allowed. False shadowline shingles will not be allowed.

The minimum roof composition requirement shall be composition architecturally cut shingles. Other roofing materials which may be used are laminated composition architecturally cut shingles, true slate, imitation slate or cedar shake shingles. Other roofing materials will be considered; however, all roofing materials must be approved by the Committee.

Ridge Vents. Only shingle covered or English or Spanish Tile covered ridge vents will be allowed. Turban vents are not allowed.

Skylights/Solar Collectors. Skylights & solar collectors are not encouraged. Skylights shall not be located on the front elevation or portion of the home. Only flat skylights/solar collectors shall be

allowed. No bubble skylights will be permitted. Solar collectors may be placed in the rear of the homes only. Skylights and solar collectors must be properly located and clearly shown on plans when submitted and must be approved prior to implementation. Details and dimensions must be included in submittal. All skylights must be approved by the Committee.

Chimney/Stack Vents. All exposed portions of chimneys must be brick, stucco or synthetic stucco. Chimney caps are required and materials may be brick, slate, terra cotta, bronzed anodized aluminum or copper. All roof penetrations are to be painted the color of the roof and must be located in the rear of the home where possible or the least visible section of roof mass. If for any reason the building, plumbing or electrical codes require the stack vents to be in any location other than the rear of the home, these stack vents must be composed of copper. Plans must show height and width dimensions of chimneys. Plumbing or mechanical vents shall be connected within the attic to minimize number of roof penetrations.

Garages. All Lots shall have enclosed garages. All Golf Course Lots must have garages with auto courts located in front of the home. Garages should be designed to blend with the main home utilizing the same materials and details. Garages shall have a minimum inside clearance of 20'x20'. Garage doors may not have glass. No false arch will be allowed. Garages should be of sufficient size to accommodate a minimum of two and not more than four automobiles plus boat port. All garages must be equipped with fully operational automatic garage door openers, activated by remote control. Garage doors may be constructed of wood or painted metal. Garage doors must be raised panel. The Committee recommends Lot Owners select dark, neutral garage door colors rather than white or beige. All garage doors must remain closed except for ingress and egress. Windows in garages that face the street must have appropriate window treatments to screen garage interior from the street. Lots not on the Golf Course may elect to have front courtyard, side-loading garages subject to the approval of the Committee. Building material above the garage door(s) must be the same as the material on the rest of the garage.

Exterior/Security Lighting. Exterior site lighting and security lighting shall not infringe upon adjacent neighbors or any public way. Utility poles are prohibited.

Gas Lights. All homes shall be required to have at least one operational gas light on the front elevation of the home.

Address Numbers/Mailboxes. Address numbers shall be displayed only on mailboxes. No address numbers shall be displayed on any part of the residence (i.e., doors, fascia, synthetic stucco, brick) once the home is completed and occupied. The Committee has pre-selected the type and style of mailbox and requires Lot Owners to select this style for their residences. Mailboxes shall be placed near the sidewalk or driveway close to the center of the Lot.

Tennis Courts Minimum Requirements. Tennis Courts shall be soft color reds and greens. Black vinyl coated chain link fence and posts will be required for court fencing. Lights, if installed, may not intrude upon adjoining properties. A minimum setback of twenty-five (25') feet from the rear property line and/or a lake edge is required. Any tennis court design and location must be approved by the Committee and compliance with the minimum requirements stated herein does not assure approval.

Sports Courts Minimum Requirements. Sports Courts may be considered on non-amenity Lots for approval on a case by case basis. Sports courts may not be any closer than eight (8') feet from any property line and must be highly screened with evergreen landscape material at least eight (8') feet in height and of sufficient density to create a solid screen at installation of the sports court to buffer the noise

and visual impact on neighboring Lots and to the street. Any and all details of the sports court must be submitted to the Committee for approval, including:

Site plan, including tree survey, footprint of house, with exact location and dimensions of the sports court.

Type fencing and color

Dimensions and color of back wall.

Lighting, which must not impact neighboring sites or amenity areas.

Compliance with the minimum requirements stated herein does not assure approval.

Pools, Spas, Hot Tubs Minimum Requirements. The design and location of pools, spas, and hot tubs shall be subject to approval of the Committee and shall be harmonious with the architecture and landscape design of a Lot. Pool fences shall conform to city requirements and the requirements for fencing in these restrictions. Pools must have a minimum setback of fifteen (15') feet from the rear property line and/or lake's edge except on Golf Course Lots where a twenty-five (25') foot minimum setback is required. The equipment, location and screening will receive close review and compliance with the minimum requirements stated herein does not assure approval. **No above ground pools are allowed.**

Storage Sheds. Storage sheds must be attached to the home or garage and shall be constructed of the same materials as the residence. No prefab, free-standing structures shall be permitted.

Satellite Dishes. Cablevision service is available in Subdivisions. The Committee may allow 18" Satellite dishes under the following conditions. Lot Owners must submit to the Committee a request for permission to install an 18" Television Receiving Dish. Dishes must be ground mounted and not visible from the street or any adjoining property. The signal must not interfere with the reception of television or radio signals upon any other properties. The Lot Owner must submit a site plan showing the exact location of the proposed dish. The Committee will have the authority to grant or deny any request on a case by case basis.

Underground Utilities. This subdivision will be served by underground utilities only. Electric service from the electric distribution system to a residence must be underground.

Servitudes. Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the final plat of the subdivision. Overhangs in servitudes will not be allowed without the written consent of the Committee and any other required approvals.

SPECIAL DESIGN GUIDELINES FOR ESTATE LOTS

It is the intent of these special design guidelines to create a unique high quality neighborhood within the Beaver Creek community. These guidelines will convey and understanding of the neighborhood vision and required architectural character and detailing for those Lots.

These Special Design Guidelines are hereby established as an addition to the Declaration and Design Guidelines. Where these Special Design Guidelines are in conflict with the Declaration and Design Guidelines, these Special Design Guidelines shall govern.

Elevation Design. All elevations shall be correctly resolved and architecturally pleasing in proportion and detail.

Roof/Roof Vents. Dark brown, red shingles or tile only. All roof shingles shall be Gemstar “Weathered Wood” 25-30 year architecturally cut shingles. All roof vents shall be minimized by grouping vents in the attic where local building codes will allow. All roof penetrations shall be carefully located by the designer or architect on the least noticeable side elevation of the house. No roof penetrations will be allowed on the front or rear elevation of the home. All roof vents shall be copper or painted to match the color of the roof. The designated roof color is Gemstar weathered wood. The matching paint can be ordered from roofing companies.

All roof gutters shall be half round with round downspouts. Gutter colors will be identical to the roof color and must be submitted for approval.

Driveways. Driveways shall be constructed of concrete “wash gravel” with a brick apron to extend not less than six (6’) feet (twelve courses of brick) from the edge of curb. The bricks shall be installed in such a manner as to run parallel with the curb and shall flare to the full required fifteen (15’) feet at the curb’s edge. The Design of the turnaround space shall accommodate guest parking.

Garages. It is recommended that all homes have side loading front garages. Garage shall be integrated into the architectural design in proportion and detailing. If front loading garages are requested and approved by the committee then the following must apply: (1) garage doors must be recessed a minimum of 18” from front elevation of garage and (2) no single garage doors are acceptable.

Two nine-foot (9’) garage doors are encouraged; however one large door is acceptable (except for front loaded garages). All garage doors must be raised panel and so noted and detailed on the construction plans.

Exterior Colors. Pastel, muted colors which are commonly found on French and New Orleans/Vieux Carrè historical homes. There is to be no duplication of colors on adjacent homes.

Site Plan. All Plan submittals shall show on the site plan the location of adjacent homes including courtyard walks with openings, driveways and walks. Setbacks, easements and servitudes must be indicated.

Massing. Two story homes will be considered on a case-by-case basis. One to one-half (1-½) stories is encouraged. Two story structures will be scrutinized from a privacy and massing standpoint. Due to the high density and close proximity to other homes, massing will be

considered when approving plans. No home because of its massing shall “overpower” the street scene.

LANDSCAPE REQUIREMENTS

Landscaping Generally. The Subdivision is located in the richly wooded rolling hills of the northern part of East Baton Rouge Parish. From these landscapes the Committee has selected specific trees, shrubs, ground covers and vines that complement the prevailing mood of the Subdivision. These theme plants will be utilized throughout for street trees, entry areas, buffers, open space areas and lake edges. The look and mood of the landscape will emphasize a rich balance and seasonal variety of color and texture represented by shady Live Oaks, Florida Palms and wonderfully colorful and dramatic Crepe Myrtles or similar. To reinforce and enhance the overall community theme, it is important that the landscaping for each Lot complements the mood established in the remaining portions of the Subdivision. In addition, all landscape architects and contractors should follow Louisiana Nursery Specifications and Standards.

Landscape Plan Submittal. Two (2) sets of landscape plans and specifications showing the name and placement of plant material, as well as quantity and size, and otherwise in compliance with the requirements set forth herein, shall be submitted for approval. Bed preparation specifications must be submitted with landscape plans for approval. Landscape plans should be submitted with house plans, but in any event, no later than “black-in” stage. The landscape plans shall comply with the following:

Scale of drawing 1” = 10’ (minimum)

Show footprint of home structure

Show all existing and proposed hardscapes, i.e., walks, patios, fences, walls, pools and detached structures (pigeonniers and the like)

Show existing trees contemplated to remain

Show drainage swales along property lines and all subsurface drainage (indicating direction of flow)

Show variety, size, number and location of all plant material, clearly labeled on the plan.)

Indicate areas to be sodded

Plant material list including

- quantity
- botanical name

- common name
- size

Provide bed preparation specifications

Provide screening details, e.g., lattice, etc.

Seventy-Five (75%) percent of the trees shall be planted in the front yard with the remaining twenty-five (25%) percent planted elsewhere on the Lot. Please note, Corner Lots are considered to have two front yards; therefore, two-thirds of the required plant materials (trees, shrubs and sod) are to be planted in these areas. The remaining one-third of the plant materials should be distributed over the remainder of the Lot. Both street elevations of corner Lots must be planted prior to move in. There shall be no planting of shrubs or trees between sidewalk and curb.

Complete sodding of the front and back and both street yards of corner Lots, from the front elevation of the home to the curb of the street must be completed prior to occupancy. Sodding, sprigging or seeding of all other areas of the Lot must be completed not more than thirty days after occupancy. Except for corner Lots, side and rear yards may be sprigged.

All air-conditioning compressors, utility boxes, gas meters and pool equipment must be visually screened from the street, Golf Course, and from sideyard view by appropriate landscaping. Details shall be submitted with the landscaping plan to the Committee for approval. Gas and electric meters, panels and disconnects installed during construction of the home must be placed on the side elevation and must be hidden by landscaping.

Gazebos, pigeoniers, pergolas and other detached structures should relate architecturally to the design of the home in both form and material. Details and location of all detached structures must be submitted for approval with the landscape plan and must be approved by the Committee.

The entire front elevation of the home (on corner Lots both street elevations) must be landscaped and home construction must be completed prior to occupancy by the Lot Owner. If owner moves in or occupies the home prior to home completion or the completion of landscaping, the Lot Owner shall forfeit both Damage Deposit and Landscape Deposit. Further, liquidated damages will be assessed on the property at the rate of \$100 per day until the landscaping and/or home construction is completed. Further, the Lot Owner will be responsible for paying liquidated damages to the Committee or the Committee shall have the right to lien the property for the balance of said damages plus costs of litigation, attorneys' fees and collection of same.

Additionally, on Lots which are adjacent to the Golf Course or any Common Area, all remaining landscaping must be completed within sixty (60) days of home completion or occupancy. Refunds of deposits on homes on the Golf Course and Common Areas are made

after all landscaping in both front and rear yards are complete. Landscape and Damage Deposits will be held until all phases of the landscaping are completed.

Contractors of speculative homes must have the front elevation of the home landscaped by the time of substantial completion of the home.

For all homes, all remaining landscape planting must be completed within sixty (60) days of the time construction is completed and prior to occupying the home.

The landscape plan must contain a minimum of 1 tree for every 2000 feet of yard and a minimum of 50 plants and shrubs utilizing at least 3 different bloom colors. The table of recommended plants and trees represent the minimum size or minimum gallons to be used per tree or plant. Smaller sizes will not be approved.

The Recommended Plant Materials List appearing on the following two pages contains suggested plant materials recommended for your Lot. These materials were chosen for their compatibility with both the local climate and the overall design theme. Use of these plants is strongly encouraged, although other trees, shrubs and ground covers may be used with the approval of the Committee.

Recommended Plant Materials List appears on two following pages.

LANDSCAPE GUIDELINES – RECOMMENDED PLANT CHART

	<u>Size</u>	<u>Gallons</u>
August Beauty		3
Abelia.....		3
Ageratum		3
Alyssum		3
Andora Juniper.....		3
Assorted Flower/Color.....		1
Azalea Mix.....		3
Wachet Azalea		3
Blue Agapanthus.....		1
Bottlebrush.....		3
Bougainvilla.....		3
Boxwood.....		3
Camellia Japonica		3
Camellia Sasanqua.....		3
Cherry Laurel.....		3
Climbing Rose		3
Copper Plant		3
Elephant Ear – Giant.....		5
Firespike		3
Gardenia.....		3
Hibiscus		3
Hosta.....		3
Hydrangea.....		3
Indian Hawthorne		3
Japanese Fastia.....		3
Liriope		3
Loquat.....		3
Loropetalum.....		3
Mandavilla		3
Magnolia Fuscata.....		5
Nun’s Orchid		3
Oleander.....		3
Mandavilla		3
Mexican Heather.....		3
Purple Coneflower		1
Philodendron.....		1
Petite Snow Crepe Myrtle.....		3

LANDSCAPE GUIDELINES – RECOMMENDED PLANT CHART

	<u>Size</u>	<u>Gallons</u>
Plumbago		3
Roses knockout, various		3
Ruella		3
Washington Palm.....	8'	10
Queen Palm.....	8'	7
Windmill Palm.....	5'	15
Jelly Palm.....	5'	10
Mediterranean Fan Palm.....	5'	10
Crepe Myrtle.....	8'	10-15
Bradford Pear.....	8'	10-15
Sweet Olive.....	8'	10
Loquat.....	8'	10-15
Magnolia.....	8'	10
Japanese Magnolia.....	8'	10-15
Redbud.....	8'	10-15
Little Gem Magnolia.....	8'	10-15
Sweet Bay Magnolia.....	8'	10-15
Dogwood	8'	10-15
Arizona Ash.....	8'	10-15
Deodra Cedar.....	8'	10-15
Redbud.....	8'	10-15
Red Cedar	8'	10-15
Western Cedar	8'	10-15
Elm.....	8'	10-15
Maple	8'	15
Sumarg Oak	8'	15
Willow Oak.....	8'	15
Weeping Willow.....	8'	15
Spruce Pine	8'	10-15
Riverbirch	8'	10-15
Sweetgum	8'	10-15
Florida Sugar Maple	8'	10-15
 Irrigation System	 Automatic	
 Sod Centipede.....	 Minimum needed to cover the entire yard around the house.	

**Rules and Restrictions Pertaining to Construction
at
The Meadows at Beaver Creek**

These rules and restrictions are incorporated in and made a part of the Declaration and apply to all construction activity on Lots and supersede any less stringent conflicting provisions in the body of the Declaration. In the event of a conflict or ambiguity between any provision below and a provision of the Declaration, the more restrictive provision shall control

A copy of these rules and restrictions should be provided to each Lot Owner's contractor.

Licensed Contractors and Permits. Contractors must be Louisiana Licensed Residential Contractors. All required Permits must be obtained prior to the applicable portion of the construction commencing.

Commencement of Construction. No residence, building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, the grading plan of the Lot, plans for landscaping of the Lot on which the improvements are to be erected, and such other matters as the Committee may require shall have been submitted to and approved in writing by a majority vote of the Committee and a copy thereof as finally approved lodged permanently with the Committee, all as more fully set forth in the Declaration.

Jobsite. Contractors are required to keep their job sites as neat and clean as possible. Construction materials shall be stored in a neat and orderly manner at all times during construction. Mud and debris from construction vehicles on neighborhood streets shall be removed before each day's end. Materials are not permitted to accumulate on any Lot for a period exceeding 90 days from the original delivery date.

Speed Limit. The established speed limit within the community is 25 miles per hour for construction vehicles, including light trucks and autos. This speed limit will be strictly enforced, Declarant reserving the right to impose a system for enforcement and fines if the need therefor arises.

Utility Usage. Contractors will use only the utilities provided on the immediate site on which they are working.

Damages. Any damages to street and curbs, drainage inlets, street lights, street signs, mailboxes, walls, and the like will be repaired by the Committee and such costs will be deducted from the Damage Deposit as established by the Committee from time to time. If the cost of repairs exceeds the amount of the Damage Deposit, the responsible Lot Owner will be billed the difference.

Trash and Dumping Generally. There will be no stockpiling or dumping on adjacent Lots. Every effort should be made to keep any construction debris off of the adjacent property. When construction is to begin adjacent to a vacant Lot, the contractor shall not utilize that Lot in any manner unless prior approval and conditions have been granted by the adjacent Lot Owner. Any damage to adjacent property is to be repaired immediately.

Trash Littering/Stockpiling. Each Friday by sunset, contractors shall clean all construction sites so as to facilitate a pleasing appearance to Lot Owners, visitors or prospective buyers and to eliminate any hazards for visitors who may be touring the neighborhood, including on construction sites.

If a construction site is deemed to be in an unacceptable condition when the site is inspected on Friday evening, the contractor will be issued a notice, which will require that the condition be corrected by the following Friday and not repeated. Failure to comply will result in the Declarant hiring someone to clean the site and back-charging the contractor and/or Lot Owner at two times the direct cost. Declarant is hereby granted a servitude of access onto each Lot for the purpose of enforcing this provision.

All wrappers, paper or styrofoam goods and light weight building materials that may be blown or carried by running water onto adjacent properties or the Golf Course shall be maintained, properly stored or deposited in trash receptacles on a daily basis and not permitted to drift by wind, water, or other medium.

Workers utilizing common areas for lunch or breaks shall remove all food wrappers, containers, etc., and deposit all such debris in properly maintained trash receptacles.

Spillage. Operators of vehicles are required to assure that they do not spill any damaging materials while within the community and if spillage, full or partial, of a load occurs, operators are responsible for cleaning up and immediately notifying the Declarant of any such spill and the remedial action taken. If an operator does not promptly report and fully clean up a spill, the cost of the clean up will be deducted from the Damage Deposit. If the cost of a clean up exceeds that of the Damage Deposit, the responsible Lot Owner/contractor will be billed the difference.

Utility Line/Pipe, Cuts/Repairs. If any telephone, cable TV, electrical, water, etc., lines are cut, it is the contractor's responsibility to report such an accident to the appropriate utility immediately. The cost of repairs will be the responsibility of the Lot Owner/contractor.

Short Cuts. No short cuts across the Golf Course or adjacent Lots are allowed. No driving or parking on the Golf Course, adjacent Lots or landscaped areas is allowed. Contractors shall assure that no subcontractors, delivery vehicles, workers or others enter upon any portion of the Golf Course property at any time for any purpose.

Parking of Equipment. No construction vehicles (trucks, vans, cars, etc.) may be parked overnight on any portion of the Golf Course property or on streets or other Lots in the community. Construction equipment may be left on the site while needed, but must not be kept on the street or vacant Lots in the subdivision. No building materials or equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residence. No vehicle may be parked on or within the Golf Course or clubhouse areas or on the neutral ground within a cul-de-sac. No vehicles may be parked on any driving surface in any manner which blocks the driving surface in any road or private driveway or on Lots other than the one where the contractor is working. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed at the expense of the Lot Owner of the vehicle. Contractors may park on the street in front of the Lot on which construction is taking place as long as they do not block the flow of traffic and vehicles are not left overnight.

Concrete Truck Washouts. Concrete trucks may be washed out only on the site where they have just poured the slab. Concrete trucks may not be washed out on adjacent Lots, whether vacant or not, common grounds, the Golf Course, medians, cul-de-sacs, streets, sidewalks, or undeveloped property. The contractor is to designate a washout area on the Lot where the pour is taking place and notify the concrete

truck driver as to where it is. Any cost of clean up by Declarant will be deducted from the Damage Deposit at twice the direct cost.

Sidewalks. Contractors should place and maintain a load of dirt across the sidewalk where concrete trucks and building material trucks are to cross to make deliveries. All cracked or broken sidewalks or curbs caused during construction must be repaired prior to return of Damage Deposit.

Signs During Construction. Individual signs tacked to existing trees or posts will not be permitted. Any such signs will be removed immediately by the Declarant without compensation to the contractor. Contractors must provide a free standing post on which the building permit is to be displayed. Below the permit, on that same post, plumbing, heating and air conditioning and any other necessary inspection notices are to be displayed.

Port-O-Lets. Each Home contractor shall be required to provide a properly maintained "Port-O-Let" on site during construction. Pooling or sharing the cost of "Port-O-Lets" by contractors working on adjacent Lots or directly across the street is permissible. The "Port-O-Let" shall be maintained on a regular basis and the door of the "Port-O-Let" shall face toward the subject property and not toward any adjacent street.

Sunday Work. No construction work on Sundays will be allowed other than work which is not noisy, such as painting or other interior work, without the express written consent of the Declarant or Design Review Committee, which may be withheld as they may deem appropriate. Withholding of consent for Sunday work shall not be grounds to violate any construction timeline imposed by these restrictions or otherwise.

Noise Generally. Loud radios or noise will not be allowed within the subdivision. Speakers mounted on vehicles or outside of houses under construction, "boom boxes", or in-vehicle radio or stereo equipment played at excessive volume are not permitted.

Contractor Damage Deposit. If there is a problem with a Lot Owner's contractor not complying with the guidelines set forth in these restrictions, the Damage Deposit will be raised to \$5,000 or a stop work order will be issued.

Construction Time Periods. Construction of a prospective residence building or structure must be commenced within six (6) months after approval by the Committee, and be pursued diligently thereafter. Construction must be completed within nine (9) months of commencement and in all cases within twelve (12) months after the approval. In the event of a breach of any of these deadlines, the approval of the Committee is automatically withdrawn and the Lot Owner will be fined \$100 per day. If required by the Committee, in its sole discretion, all steps in the application process must be repeated. The Committee may however, grant extensions of its approval from time to time for good cause pursuant to requests made and approved in writing. Should construction not commence or be completed for reasons beyond the control of the Lot Owner or its contractor, such as an Act of God, national calamity or similar events, then the time deadlines provided herein may be extended by the Committee in proportion to the delay caused by such event.