

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS FOR**

LAKE BEAU PRE' SUBDIVISION, (Lots 1 to 129)

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this _____ day of October, 2003, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

B.E.K.I.L. Developers, L.L.C., a Louisiana Limited Liability Company domiciled in the Parish of East Baton Rouge, represented herein by KELLY C. SILLS, duly authorized, hereinafter referred to as the "**Developer**";

who did depose and say that Developer is the owner and developer of the real property described on the map (the "Final Plat") entitled "Final Plat of Lake Beau Pre' A Planned Unit Development (Single Family Residential) First Filing – Lots 1 Thru 30 & Lots 97 Thru 129 Second Filing – Lots 31 – 96 And Tracts 'CA-1', 'CA-2', 'CA-3', 'CA-4', 'CA-5' & 'CA-6' Formerly Being Tract 'LBP-1' of Myrtle Grove Plantation Located in Section 62, T-7-S, R-1-W, Greensburg Land District, East Baton Rouge Parish, Louisiana For B.E.K.I.L. Developers, L.L.C. P.O. Box 14715 Baton Rouge, Louisiana 70898" (the "Property") recorded in the official records of East Baton Rouge Parish, State of Louisiana on October 24, 2003 at Original 911, Bundle 11541, and otherwise referred to as Lake Beau Pre' (the "Subdivision") and by this Act imposes upon the Property the restrictions, conditions, liens, and servitudes contained herein (hereinafter collectively referred to as the "Restrictions").

1. PURPOSES

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

2. THE SUBDIVISION PROPERTY

2.1

The real property now owned by Developer and referred to herein as Lake Beau Pre' is described as **Lots 1 to 129** of Lake Beau Pre' Subdivision, East Baton Rouge Parish, Louisiana (the "Property").

2.2

The Subdivision Property described above and all lots contained therein shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property and all of which shall run with the land.

3. **IMPROVEMENTS RESTRICTIONS**

3.1

For the benefit of all lot owners, an Architectural Control Committee ("**Committee**") is hereby created. The Committee shall have the right, by exercise of majority vote, to approve or disapprove of any plans or specifications submitted at its sole discretion and upon the basis of any grounds, including purely aesthetic considerations. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The Committee shall consist of three (3) members who shall be appointed by the Developer until such time as the Developer releases control to the collective lot owners of the Subdivision. The initial Committee shall consist of Kelly Sills, Todd Waguespack and Charles Milner, Jr.

3.2

The Committee must approve the plans and specifications of any building, residence or improvements of any kind sought to be built anywhere in the Subdivision and no building, residence or improvement of any kind may be built or started anywhere in the Subdivision without first obtaining such approval. The Committee's approval or disapproval as required herein and elsewhere in these covenants shall be in writing. No construction shall be started until the submitter obtains a signed copy of the plans approved in writing by the Committee. The Committee is responsible only for notifying the submitter upon completion of plan review. It shall strictly be the submitter's responsibility to obtain the signed copy of the reviewed plans and the accompanying letter or assume all risk for commencing construction otherwise. The Committee shall act promptly in reviewing and commenting. Regardless, all other provisions of these restrictions shall continue to apply.

3.3

The Committee shall approve all requests presented to the City/Parish for waivers made by any lot owner to the City/Parish Zoning Ordinance. Any waivers granted by the City/Parish without prior approval by the Committee must nevertheless receive Committee approval.

3.4

The Committee shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against a lot owner to guarantee that all requirements and obligations imposed herein on the lot owners are complied with.

3.5

All building plans, specifications, plot plans and landscaping plans shall be submitted in duplicate to the Committee. One copy shall be returned approved or disapproved and one copy shall be retained by the Committee.

3.6

Landscaping of front yards is required. Additionally, corner lots are required to landscape the side yard facing the side street. Landscape plans shall obtain Committee approval prior to installation. Replacement landscaping shall also be approved by the Committee prior to installation. The side yard of any corner lot and front yard of all lots shall contain a minimum of one (1) tree. Size and type of tree shall meet the guidelines set forth on Exhibit "A", attached hereto and made a part hereof.

Landscaping shall be installed immediately upon home construction completion. Required landscaping shall include sodding with centipede (or equivalent); and sufficient shrubbery for front yards and utility installments.

3.7

No owner shall occupy or use his property or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence. No part of the Property shall be used for any commercial purpose except as expressly permitted by these restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory buildings, shall be built or constructed on each lot.

3.8

The use of adjoining lots (more than one lot) for one residence will not be permitted. Further, no lot may be resubdivided without consent of the Committee and the City/Parish.

3.9

The minimum square footage requirement for residences in Lake Beau Pre' Subdivision is 1300 square feet of living area (areas mechanically heated and cooled). No improvements shall exceed two stories in height, and then a minimum of 1000 square feet shall be on the ground.

No exterior construction shall consist of vinyl siding, imitation brick or stone or aluminum siding, and not more than 60% of the exterior shall be of an approved building material other than brick unless otherwise approved by the Committee. Brick samples shall be submitted with construction plans for prior approval. Genuine "old salvaged brick" is preferred, but "simulated" old salvaged brick is acceptable provided the product is preapproved and is installed with a sack finish and one-half inch (½") wide joints. (Brick molding is required on all exterior openings facing a front and/or side street.)

3.10

Garages or carports adequate for storage of at least two (2) automobiles shall be required. Garages shall be totally enclosed and equipped with automatic doors. Carports will be side loading and allowed on the rear one-third of the lot with the opening not visible from the street directly in front of the lot. Front loading and side loading garages may be constructed on the front one-half of a lot. Houses constructed on corner lots shall include an attached or detached fully enclosed garage. All garage doors must meet Committee approval and be equipped with an automatic door control. All driveways shall be constructed of concrete or concrete and brick and location of driveways on interior lots shall be opposite the designated zero lot line side of the lot except for front loading garages. Boats, travel trailers, recreational vehicles and other similar vehicles shall be parked inside a garage or otherwise effectively screened completely from off-site view so that such are not visible from the street. In no case shall they be merely stored in the driveway. No garage apartments shall be permitted. Garages are intended for the storage of motor vehicles and are not permitted to be reconstructed as living quarters, recreational areas or to house any commercial activity.

3.11

Electric service along with other utilities servicing each residence must be underground and no outside lines, television antennas, satellite dishes, above ground improvements or mechanical devices will be allowed without Committee written approval. Satellite dishes may be approved if the diameter does not exceed 18" and the location for installation is on the rear of the house.

3.12

No living area improvements or accessory building improvements shall be built closer than 25' to the front property line. Only one side yard is required. Accessory buildings (i.e., carports or garages) may be located in the required 25' rear yard, but may not occupy more

than 30% of a rear yard, or as specified by the City Parish Zoning Ordinance. The Zero Lot Line (side with no side yard required) is pre-determined and so indicated on referenced Final Plat. A minimum five (5) foot private maintenance servitude (easement) shall be provided by the adjacent lot for maintenance of the adjoining zero lot line wall. The dwelling unit wall located on the zero lot line side shall have no openings (i.e., doors and windows, except as provided for in the Zoning Ordinance), and shall be constructed of brick to a minimum height equal to that of the ground floor wall plate height. Roof overhangs shall not encroach on the adjacent lot. The zero lot line side of directly adjoining lots shall be a continuous wall consisting of a combination of the dwelling unit wall, accessory building wall and/or 6' (minimum) privacy fencing from the lot's front building line to the rear corner. If fence is of the type with only one finished side, that finished side shall face the adjacent lot providing the maintenance servitude (easement).

3.13

No fence shall be erected any closer to the front of a lot than the front building line as set forth on the Final Plat of the Subdivision. All fencing material, except as noted below, shall be of wood, brick, stucco or wrought iron, unless otherwise approved by the Committee. A privacy fence of at least six feet (6') in height will be required on all lots along the rear lot line. In addition, a privacy fence of at least six feet (6') in height will be required along the zero lot line on all Lots. Fencing not provided by the home builder shall be the responsibility of the home purchaser. There shall be no solid fencing across the rear of the property on lots 70 – 107. Fencing on the rear of lots 70 – 107 must be approved by the Committee.

3.14

Exterior colors including siding, trim, brick and roof must be approved by the Committee. Changes to exterior colors must also be first approved by the Committee.

3.15

Roof pitches and roof materials shall meet Committee approval and there shall be a minimum pitch of seven (7) on twelve (12). Asphalt shingles will be required. 70% of the ground floor ceilings shall not be less than nine (9) feet in height, unless otherwise approved by the Committee.

3.16

All lots are required to provide for "positive" storm drainage (from the rear to the front and into the street in front of the lot), either surface and/or subsurface, or to a subsurface storm drain where applicable.

3.17

Fireplace flues and chimneys shall be siding, brick, stucco or synthetic stucco and must have Committee approved caps of brick, slate, terra cotta, anodized aluminum or copper. Stack vents must be located in the rear of the home when possible.

3.18

Foundations shall be designed by the builder, designer or architect of each home, and the Committee's approval of construction plans is limited only to appearance and not structural design or engineering.

The Developer does not warrant soil conditions. City/Parish regulations should be obtained and carefully reviewed for slab elevation requirements. The minimum floor elevation for all structures to be elevation 25.0 as directed by East Baton Rouge Parish Drainage Engineer.

3.19

Window mounted air conditioning or heating units are prohibited.

3.20

Solid core wood or metal doors are required on all doors facing a front and/or side street.

3.21

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

3.22

Each residence shall be required to locate a single mailbox, address plate and pole unit at the street in accordance with Exhibit "B", attached hereto and made a part hereof. The mailbox unit shall be installed such that the bottom of the box is thirty-two inches (32") above the back of the street curb, and such that the front of the box is even with the back of the street curb. The mailbox shall be painted glossy black. The pull knob shall be gold, and the street address shall be displayed on both sides of the box in two inch (2") solid brass numerals.

3.23

In addition to the requirements in Paragraph 3.2, no fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made to any building until the plans, specifications, additions or changes have been submitted to and approved in writing by the Committee as to harmony of external design and location in relation to surrounding structures and topography. The owner shall not paint or decorate any portion of the exterior of the building or garages without first obtaining written consent of the Committee.

3.24

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

3.25

The exterior construction of any building started must be completed within eight (8) calendar months following pouring of the foundation for that building.

3.26

On street parking overnight shall not be permitted of automobiles or any other type of vehicle. Any area designated by signage stating "No Parking" shall not be used for parking any vehicle and any such vehicle may be towed. The Association has the right, power and authority to direct the towing of any vehicle blocking the sidewalk or parked on any Subdivision Property, other than a concrete driveway. The vehicle's owner shall bear the costs of any removal.

3.27

Tracts "CA-3", "CA-4" and "CA-5", as designated on the Final Plat, shall be used as Parking Lots. These Parking Lots shall be used for cars only, and shall not be used for the parking of boats, trailers, recreational vehicles and motor homes. All cars parked in these parking areas shall be in operating condition. Abandoned or junked vehicles may be towed at owner's expense.

3.28

The Association shall be responsible for the regular mowing of the front yard of all lots and the side yard facing the street of any corner lots. Lot owners shall keep the balance of their respective lots regularly mowed so as to maintain a neat and orderly appearance and free of noxious weeds and debris. Any lot owner who fails to comply with any of the obligations

herein shall be liable for all costs associated with providing the maintenance along with reasonable attorneys' fees and all costs of collection and litigation brought by the Association.

3.29

No signs advertising that any property in the Subdivision is "for rent" or "for lease" shall be posted on any lot until two (2) years after the Developer completes construction of a house on each and every lot in the Subdivision.

4. **LAKE BEAU PRE' HOMEOWNER'S ASSOCIATION**

4.1

The Developer has organized a non-profit corporation, called the Lake Beau Pre' Homeowner's Association, Inc. (the "Association"), for the purpose of managing and regulating the Subdivision and to provide for the maintenance and preservation of Lots and commons areas within the Subdivision. The Association may acquire, hold, encumber, convey, manage, regulate and maintain any portion of the Property, particularly the servitudes of passage and the common areas shown on the Final Plat of the Subdivision. The Association shall have the authority to fix assessments, charges and penalties to be levied against lot owners and to administer and enforce any and all provisions of the Restrictions, as they may be amended from time to time.

4.2

Every person or entity who is a record owner of a lot (as evidenced by recordation in the official records of the Parish of East Baton Rouge, State of Louisiana) shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Voting is determined by lot ownership, with each lot being entitled to one (1) vote (regardless of the number of record owners), provided however, that Developer shall be entitled to ten (10) votes for each Lot owned by Developer. When more than one (1) person holds an ownership interest in any Lot, all such owners shall be Members, and the vote for such Lot shall be exercised as the owners of the Lot determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) directors, who are members in good standing of the Association. The initial Board of Directors shall be appointed by the Developer, who shall hold office until such time as the Developer no longer owns any lot in the Subdivision (unless such ownership is of a lot to be used as the private residence of a member of the Developer). At such time a new Board of Directors shall be elected by a majority vote of the lot owners, at a meeting called for the purpose of electing new directors, and shall thereafter hold office for one (1) year terms, or until such time as successors are elected by a majority vote of the lot owners.

4.3

The Board of Directors of the Association shall have the right to levy and collect from each Owner a bi-annual assessment in an amount reasonably necessary for the maintenance of grounds, streets, landscaping on common properties, lighting, garbage collection, and all other services customarily undertaken or furnished by homeowners associations of residential subdivisions, and special assessments as hereafter provided. Assessments shall be paid in advance such that any assessment due for a six-month period must be paid in advance of said period. In addition to the bi-annual assessments authorized above, the Board may, if authorized by a vote of a majority of the Members of the Association at a meeting duly called for this purpose, levy a special assessment for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon or to the servitudes and the common properties of the Subdivision, including fixtures and movable property related thereto or for any other purpose that is reasonable for the maintenance, improvement or safety of the Subdivision.

4.4

The bi-annual and special assessments and, if delinquent, interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien and privilege upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of each person who was the owner of such property at the time when the assessment was due. Sale or transfer of any Lot shall not affect the assessment lien nor relieve such Lot from liability for any assessment thereafter becoming due or from the lien and privilege thereof nor shall it relieve the personal obligation of the Owner of such property at the time when the assessment was made.

4.5

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of (12%) percent per annum. The Board of Directors of the Association may bring an action at law against the owner personally obligated to pay the same, or to enforce the lien and privilege against the Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the servitudes or common areas of the Subdivision or by abandonment of his Lot.

4.6

In accordance with paragraph 4.3, the purchaser of any lot in the Subdivision is obligated, at the time of execution of an act transferring the lot (the "Closing"), to pay the bi-annual assessment due for the present six-month period, if not already paid by the seller or such amount may be pro-rated in accordance with any applicable agreement to purchase.

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

5.1

Various servitudes for installation and maintenance of utilities, drainage facilities and for sidewalks are reserved as shown on the Final Plat. Within these servitudes, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage channels in the servitudes (easements) or which may interfere with the passage along the sidewalks. The servitude area on each building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible. A lot owner shall not impede or modify the natural drainage flow on any lot in any manner that will adversely affect other lot owners.

5.2

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

5.3

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept in the residence. Household pets shall not roam freely, nor shall they be of a kind, disposition or number that would create a nuisance.

5.4

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

5.5

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

5.6

No trailer, motor home, tent, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Nor shall any trailer, motor home, recreational vehicle or boat be permitted to be parked anywhere in the Subdivision in view of the street.

5.7

The keeping of a mobile home or house trailer either with or without wheels on any parcel of property covered by these restrictions is prohibited. No boats, vehicles, campers, motor homes or trailers (herein referred to as "Vehicles") of any kind may be kept, stored, repaired or maintained on the street, in required front yards, or in any manner which would distract from the appearance of the lot and/or the Subdivision Property. Parking of Vehicles is restricted to garages, carports, and driveways. Parking of Vehicles on driveways must not interfere with public's use of the sidewalks.

5.8

Each lot owner shall be responsible for the maintenance of all landscape and landscape beds on his lot and for maintaining his lot residence and driveway in a clean and orderly fashion at all times. The lot owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. The Association may include in the bi-annual assessment, the cost to provide mowing, trimming, and edging of the front and side yard sod area exposed to the street. This will not replace the responsibility of the lot owner to maintain the landscape beds and bed plants or the side and rear yards not exposed to the street. Furthermore, the Association may take responsibility for the maintenance of the front yard of any lot upon failure of the lot owner to reasonably maintain the lot, e.g., failure to weed landscaped beds for an unreasonable amount of time. Any expense of such maintenance shall be charged to the lot owner.

5.9

Outside lighting, outside music or sound-producing devices, and any other mechanical devices shall be subject to the approval of the Committee, and any restrictions or rules adopted by the Committee regarding same shall be final.

6. MISCELLANEOUS PROVISIONS

6.1

These restrictions shall run with the land and shall be binding upon and inure to the benefit of all Subdivision lot owners for a period of twenty-five (25) years from the date hereof. During this initial twenty-five (25) year period, these restrictions may be revoked or amended by an instrument signed by a majority of the lot owners and with the additional requirement that Developer agrees to the revocation or amendment for so long as Developer owns any lots in the Subdivision. Thereafter, these restrictions shall be automatically extended for successive periods of ten (10) years each unless at least one year prior to the date on which these restrictions would expire, an instrument signed by a majority of the lot owners has been recorded in the Office of the Clerk of Court for the Parish of East Baton Rouge, Louisiana, which instrument amends or abolishes the restrictions in whole or in part.

6.2

If the Developer or any lot owner in Lake Beau Pre' or his agent or contractor, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall

be lawful for any other person or persons owning any portion of the properties or any lot in the Subdivision Property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and to prevent him or them from so doing or to recover damages, and other costs including reasonable attorneys' fees for such violation for his or its own account or for the account of the other parties similarly involved or situated or both, or to seek both of those types of relief or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

6.3

The illegality or invalidity of any paragraph or provision hereof or any part hereof or its unenforceability shall not effect any of the other provisions or parts hereof which shall remain in full force and effect.

6.4

Notwithstanding the provisions set forth in Paragraph 6.1 pertaining to revocation or amending these restrictions, the Developer reserves the sole and exclusive right until the Developer no longer owns any lots in Lake Beau Pre', to amend this Act of Restrictions one or more times, to add additional lots to the Subdivision and to impose on the lots the building and use restrictions, conditions, liens and servitudes contained in this Act of Restrictions or any other building and use restrictions, conditions, liens and servitudes as provided in any amendment. Further, the Developer reserves the right to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate in the sole discretion of the Developer. An amendment shall be in writing and shall be effective when filed for registry in the official records of East Baton Rouge Parish, State of Louisiana. Upon filing of an amendment of this Act of Restrictions, the lots described in this Act and the lots described in an amendment shall constitute a single subdivision, and the building and use restrictions, conditions, liens and servitudes contained in this Act and in any amendment shall be binding on each lot, fully enforceable by each lot owner in the Subdivision.

7. **COMMON AREAS**

7.1

It is the intention of the Developer to transfer the Tracts designated as "CA-1", "CA-2", "CA-3", "CA-4", "CA-5" & "CA-6" on the Final Plat to the Association.

7.2

Tracts "CA-1" and "CA-2" shall be used for landscaping purposes in keeping with the beautification purposes set forth herein.

7.3

Tracts "CA-3", "CA-4" and "CA-5" shall be used as Parking Lots. All restrictions contained herein regarding parking shall apply to Tracts "CA-3", "CA-4" and "CA-5" in accordance with the intention of these Restrictions.

7.4

Tract "CA-6" shall not be used as a building site.

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

WITNESSES:

Developer:
B.E.K.I.L. Developers, L.L.C.

By: _____
Kelly Sills, duly authorized Member