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MAGNOLIA SPRINGS LLC

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MAGNOLIA SPRINGS LLC

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Book: 633 Entry: 20 File #: 557 Seq: 1

MAGNOLIA SPRINGS PLANNED UNIT DEVELOPMENT

PHASE ONE

IBERVILLE PARISH

DECLARATION OF COVENANTS, BUILDING AND USE RESTRICTIONS

STATE OF LOUISIANA

PARISH OF IBERVILLE

BE IT KNOWN, that on this **8th** day of **February** 2012, before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

MAGNOLIA SPRINGS, L.L.C., a Louisiana limited liability company, domiciled in the Parish of Iberville, State of Louisiana, whose mailing address is P.O. Box 391, Plaquemine, Louisiana 70765, represented herein by its duly authorized Manager (herein after referred to as the "Developer")

who deposes and declares that Developer is the owner and developer of the immovable property described hereinafter as **Magnolia Springs 1st Phase**, of a planned unit development in the Parish of Iberville, State of Louisiana, and who by this Act imposes upon the property the construction, conditions, obligations, building and use covenants, restrictions and predial servitudes to run with the land as contained hereinafter set forth (hereinafter collectively referred to as the "Restrictions". The "Restrictions shall be binding on the Property and on all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and all parties claiming under them. The Property shall be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to these "Restrictions" whether or not specifically referred to in the instrument of sale, transfer, lease or encumbrance.

1. **THE PROPERTY**

1.1 **SINGLE FAMILY RESIDENTIAL: Lots 1 through 104**, more fully described as follows:

A certain lot of land previously designated as Tract A, together with any and all buildings, improvements and appurtenances thereon, location in Section 66 & 68, T9S - R1E, GLD, Iberville Parish, Louisiana, and being more particularly described as follows:

From the North West corner of Tract B and the Point OF BEGINNING as shown on a plat by Earles and Associates LLC dated December 11, 2007 commence North 29 degrees 00 minutes 27 seconds West a distance of 1949.03 feet to a corner, thence proceed North 66 degrees 16 minutes 28 seconds past a distance of 1927.33 feet to a point and corner; thence proceed South 18 degrees 51 minutes 00 seconds East a distance of 104.52 feet to a point and corner; thence proceed South 71 degrees 04 minutes 10 seconds West a distance of 150.00 feet to a point and corner of 75.00 feet to a point and corner; thence proceed South 71 degrees 04 minutes 10 seconds West a distance of 148.25 feet to a point and corner; thence proceed South 17 degrees 37 minutes 02 seconds East a distance of 50 minutes 38 seconds East a distance of 1065.66 feet to a point and corner; thence proceed North 70 degrees 57 minutes 10 seconds East a distance of 300.05 feet to a point and corner; thence proceeds South 18 degrees 55 minutes 53 seconds East a distance of 70.00 feet to a point and corner; thence proceed South 70 degrees 57 minutes 10 seconds West a distance of 300.39 feet to a point and corner; thence proceed South 18 degrees 56 minutes 59 seconds East a distance of 567.64 feet to a point and corner; thence proceed South 66 degrees 02 minutes 01 seconds West a distance of 1063.60 to a point and corner; thence proceed South 29 degrees 00 minutes 27 seconds East a distance of 425.72 to a point and corner; thence proceed South 60 degrees 58 minutes 50 seconds West a distance of 70.00 feet to a point and corner; thence proceed North 29 degrees 00 minutes 27 seconds West a distance of 432.48 feet to a point and corner; finally proceed South 61 degrees 36 minutes 09 seconds West a distance of 150.00 feet to a corner and the POINT OF BEGINNING (P.O.B.). The herein tract of land described as TRACT A contains 66.50 acres.

as shown on that Preliminary Plat designated as Magnolia Springs-1st Phase, dated April 12, 2011 by Earles & Associates, L.L.C. Professional Land Surveyors, having such dimensions, setback lines, servitudes and easements as shown on said map or as amended and recorded at

Original ^{CB} 633 Bundle 54.

1.2 TOWNHOME or CONDOMINIUM USE: Lots 299 through 301, as shown on the Preliminary Plat designated as Magnolia Springs-1st Phase, dated April 12, 2011 by Earles & Associates, L.L.C., Professional land Surveyors, having such dimensions, setback lines, servitudes and easements as shown on said map or as amended are designated for condominium or townhome development.

1.3 MULTI-FAMILY & LIGHT COMMERCIAL: Tract D-1, A,B,C,D, E, D-2 and D-3 is designated for use as multi-family apartments with limited light commercial with the dimensions as shown on said map referenced above, or as amended, and subject to such servitudes and easements as shown thereon.

1.4 COMMERCIAL: Tracts C-1, C-2, C-3, C-4, C-6, C-7, and Tract B having such dimensions set back lines, easements and servitudes as shown on said map or as amended.

1.5 ADDITIONAL PROPERTY: It is the intention but not the obligation of Declarant to develop an additional phase or phases of Magnolia Springs adjacent to Phase 1, but Declarant makes no representation of any current or future uses, actual or permitted, of any land adjacent to Magnolia Springs 1st Phase, regardless of what any plat may indicate as future use or expansion.

2. DEFINITIONS

2.1 "Property" shall mean and refer to the Planned Unit Development (PUD) as a whole; "Single-Family Unit" shall refer to Lots 1 through 104, and townhomes on Lots 299 through 301; "Multi-Family Unit" shall refer to the apartments located on Tract D-1-A, B, C, D, E, D-2 and D-3 with any light commercial located therein being referred to as "D-1 Commercial Component"; "Commercial" shall refer to those tracts designated as "B", "C-1 through C-7", and "D-2" and such additions to each component of a similar nature and made subject to these restrictions by Developer.

2.2 "Lot" shall mean any plot designated by solely a numerical designation, and shall apply to single family or townhome use only, "Tract" shall mean any plot as currently shown on said map or hereafter subdivided and designated for multi-family or commercial thereafter designated by the term, "Unit" with additional phases carrying like designations.

2.3 "Common Area" or "Common Property" shall mean any property designated in these restrictions, or on said map or amendments thereto by servitude, dedication, or reservation not as a building site but for either signage, landscaping or as green space and water retention or other areas or buildings for the benefit of all property owners of a given component or the PUD as a whole as designated.

2.4 "Developer" or "Declarant" shall mean Magnolia Springs, L.L.C., its successors and assigns.

2.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including the Developer), of any lot, or Tract having an ownership interest in said property excluding any one or entity having only a security interest in said property until such time as said interest holder acquires title by any legal document or process. An "owner" may be referred to as a "Member" for purposes of referring to membership in a sub-component property or homeowners association with the condition that only one vote shall exist for a given lot, tract, or subdivided unit regardless of the number of co-owners.

2.6 "Magnolia Springs" shall refer to the "Property" as a Planned Unit Development, including subsequent Phases, which may be made by Declaration or the Developer subject to these restrictions, or modifications thereof.

2.7 "Restrictions" or "Declarations" shall mean the entire body of this document, subcomponents may be referred to by single-family (SF), multi-family (MF) or commercial (C)

components. Future townhome subcomponents may be designated as (TH) with an appropriate property association formed in conjunction therewith.

2.8 "Magnolia Springs Homeowners Association, Inc." shall refer to the mandatory membership non-profit homeowners association corporation formed by the Developer, and consisting of only single-family lot owners; Magnolia Springs Commercial Park Owners Association, Inc. formed by the Developer shall refer to the owners of commercial or multi-family property within the PUD to which all owners of commercial tracts, buildings, or multi-family tracts or units shall be mandatory members. "Magnolia Springs Association, Inc.", formed by the Developer, shall refer to the non-profit Association of Associations within the planned unit development.

2.9 "Committee" shall mean the Architectural Control Committee for Magnolia Springs Subdivision or PUD, hereafter referred to as the (ACC). Architectural Control Committees may be created for subcomponents of the planned unit development by the Developer at Developer's discretion.

2.10 "Servitude" in these restrictions shall refer to such private servitudes as shown on said map or set forth in these restrictions or as amended providing for use, enjoyment and access to common areas, utilities, water or sewer, signage, sidewalks, or passage for the benefit of lot owners in Magnolia Springs PUD.

2.11 "Final Plat" shall mean the Final Plat so designated of the Magnolia Springs Planned Unit Development, Phase-1, or as amended, recorded in the official records of the Clerk of Court of Iberville Parish for which owners shall be subject to such servitudes, building setback lines and dedications as shown thereon.

2.12 "Appointment Period" shall mean the period of time commencing from the date of recordation of these restrictions during which Developer or Declarant retains the right to appoint the Board of Directors for each association as set forth hereinafter, until Declarant voluntarily relinquishes said right or 90 % of all property in the planned unit has been sold to a person(s) or entities for occupancy or lease of a developed lot, whichever comes first.

2.13 "Board of Directors" shall mean the Board of Directors of the Magnolia Springs Association, Inc. unless otherwise designated by subcomponent owners association.

2.14 "By-Laws" shall mean the by-laws of the Magnolia Springs Association, Inc. unless designated to be those of a subcomponent.

2.15 "Property Manager" shall refer to a person or entity employed by the Magnolia Springs Association, Inc. or Developer as a property manager for the PUD, or a property manager for a subcomponent so designated to perform the duties of maintenance, collection of assessments, and to the extent authorized enforcement of these restrictions.

2.16 "Rules and Regulations" shall refer to the rules and regulations adopted by the Board of Directors from time to time of a given subcomponent association to control parking, speeding, utilization of common areas, and such other measures not inconsistent with these restrictions to maintain the appearance and utilization of the common areas and subdivision for the benefit of all owners of a given subcomponent.

3. PURPOSE

3.1 Purpose. The intent and purpose of this Act is to assure that the Magnolia Springs Planned Unit Development is a high quality coordinated and cooperative community development having a uniform plan of single family development and townhouse having compatibility with the multi-family and commercial property elements within the planned unit.

To such end the immovable property described herein is hereby subjected to the covenants, restrictions, conditions, servitudes, liens, and charges herein as construction, building and use restrictions and predial servitudes to run with the land as set out herein to insure the best use and appropriate development and improvement of each building site to protect all owners of building sites, residential and commercial, against improper and inharmonious use, appearance, or inferior building materials that could depreciate property within the planned unit development. These restrictions in general are intended to provide for high quality standards of material, building, use, and development of the property within the planned unit development to enhance the value of investments of property owners with additional requirements for maintenance of the same for long-range appreciation and preservation of all property values and secure the quality of life in Magnolia Springs PUD.

3.2 Nature and Extent. All Obligations, covenants, restrictions, servitudes and conditions of these Restrictions are intended as and are declared to be reciprocal, predial (run with the land) servitudes and are real obligations established as a charge on each lot, tract, and unit hereby made subject to these restrictions and shall be incidental to ownership thereof for the benefit of each owner and element within the planned unit development with the obligation to abide by said restrictions, covenants, and servitudes being in addition to an in rem obligation, a personal obligation of each owner, lessee or tenant of a lot, tract, or unit made subject thereto which shall include the obligation to pay any assessments in favor of the respective associations and in favor of the owners of lots, tracts, or units within a subcomponent. Any property and all portions thereof shall be conveyed, transferred and sold by an owner shall be subject to these conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out and shall be mandatory members of the respective associations of their subcomponent. All property owners

shall be required to furnish buyers with a copy of these restrictions prior to any sale and receive a signed acknowledgement of said delivery which can be conveyed by electronic conveyance or reference to any planned unit or subcomponent website containing said restrictions therein. Any assumption of responsibility for compliance with use restrictions or payment of assessments by any tenant in any lease shall not relieve the owner of ultimate responsibility of compliance with any restriction violated by a tenant or lessee. These restrictions set forth a general plan of development to the extent that these provisions are charges upon the land for the purposes of preserving the appearance and harmony of the planned unit development with the specific intention to prohibit and inhibit the free use and development of the Property. Some provisions are couched in general terms, including, those dealing with approval by the Architectural Control Committee for the Magnolia Springs Planned Unit Development of proposed plans of any improvements, initial or continuing. Criteria for approval by the Committee is intended to be subjective in addition to using objective visual harmonious elements both being within the discretion of the Committee. Each Owner of a lot, tract, or unit by act transferring title to said property whether or not expressed in said act, does hereby recognize and agree that these Restrictions are intended to and do restrict, inhibit, and prohibit free use and development of any Property within the planned unit development and each owner shall be deemed to be bound by these Restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite with any interpretation thereof to be made toward preservation of the general plan of development set forth herein within the sole discretion of the Developer (Declarant) which is reserved herein.

RESERVATION OF AMENDMENT RIGHTS

4. AMENDMENT BY DEVELOPER

4.1 Notwithstanding provisions set forth hereafter pertaining to amending these restrictions or those of any subcomponent of this Planned Unit Development, the Developer, Magnolia Springs L.L.C., or its successor or assigns reserves the sole and exclusive rights until the Developer, its successor or assigns, no longer owns any lots, tracts, or units within tracts in said Planned Unit Development to amend the Act of Restrictions one or more times to impose on the lots, tracts, or units such building and use restrictions, conditions, liens, and servitudes as deemed appropriate including adding additional phases subject to existing restrictions of a subcomponent of Phase I or with modifications, or in any other manner for any purpose deemed necessary or appropriate to carry out the purpose of the harmonious development, maintenance, preservation and use, and to otherwise expedite development of the planned unit development in the sole discretion of the Developer. Any amendment to these "Restrictions" shall be in writing and shall be effective only when filed for registry in the official records of the Clerk and Recorder for the Parish of Iberville, State of Louisiana. This reservation of right shall otherwise expire on December 31, 2025 notwithstanding any continued ownership.

4.2 Developer may by amendment or declaration record such an instrument declaring that additional phases and developments are subject to these restrictions of record with or without such modifications or changes as designated in said document affecting additional phases and subcomponents thereof without the necessity of recording separate restrictions to include membership in any existing subcomponent association by owners in an additional development of similar nature, or creating a separate association in the sole discretion of Developer to further the community identity of Magnolia Springs Planned Unit Development.

ARCHITECTURAL CONTROL COMMITTEE

5. ARCHITECTURAL CONTROL COMMITTEE

5.1 Formation and Purpose: An Architectural Control Committee (hereinafter referred to as the "ACC") is hereby created to carry out the general plan of harmonious development between and within each component of the Planned Unit Development. Upon completion of all initial improvements and structures within any given subcomponent, Developer reserves the right to transfer Architectural Control Committee duties for that subcomponent to the Board of Directors of the subcomponent association for the purpose of controlling any changes, alterations, modifications or additions to any lot, tract, or unit within that subcomponent to ensure continued harmonious design, appearance and compatibility with the other units in said subcomponent.

5.2 Committee Membership. The initial ACC shall consist of the Developer, or persons appointed or designated solely by the Developer until such time as the Developer, its successor or assigns, by written instrument entitled "Transfer of Architectural Control Authority" transfers ACC authority within a given subcomponent to the respective subcomponent Board of Directors by recordation of said transfer in the conveyance records of the Clerk and Recorder of Iberville Parish, or the Developer no longer owns any property within the Planned Unit Development including additional Phases at which time ACC control shall automatically pass to the Board of Directors of each subcomponent association of owners over the property within its subcomponent or upon December 31, 2025, whichever comes first. The respective Boards of Directors shall at that time have the authority to delegate such responsibilities to not more than three (3) persons who shall function in such capacity as each Board of Directors shall designate. In the case of the death or resignation of any member of any ACC, whether by appointment of

the Developer or a Board of Directors, the remaining members shall function as the ACC until such time as a successor is appointed. An affidavit filed of record in the conveyance records of Iberville Parish attesting to either ground for transfer of the foregoing shall be notice to all owners and future owners of such transfer of Architectural Control Authority.

5.3. No residence, building, fence, wall, commercial or mixed use structure, or landscaping shall be commenced, erected, or maintained, nor shall any exterior addition, change or alteration of any kind thereto be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the lot, signage on any commercial or other lot, and plans for landscaping of the lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority of the ACC. Prior to the submission of any plans a pre-submission conference shall be held to discuss proposed plans and requirements for the harmonious development of the planned unit development to minimize the necessity for any changes or modifications required in building and landscaping plans to be submitted. Prior to the start of construction, a pre-construction conference shall be held to review construction restrictions and transfer the construction deposit set forth hereafter. The ACC is responsible only for notifying the submitter upon completion of a plan review. It shall be the responsibility of the submitter to obtain a signed copy of the reviewed plans and accompanying letter of approval and all necessary permits for construction. No construction shall commence until such approval in writing has been obtain, nor shall any changes to a set of approved plans be made without obtaining ACC approval for such changes in writing. Substantial changes in appearance or design shall require a resubmission of plans. The ACC shall act promptly in reviewing and

commenting on all plans submitted, as well as review of any changes or modification required. All other provisions of these restrictions shall continue to apply. Re-painting, re-planting, and repair of existing structures in the same color and similar planting shall not require ACC approval. Failure to obtain written approval prior to construction commencing shall be a violation of these restrictions.

5.4 ACC written approval shall be required for all requests presented to the City of St. Gabriel or Parish of Iberville for waivers on any lot, tract or sub-unit to the City or Parish Zoning of any building ordinances or regulations. The ACC reserves the right to enforce these restrictions or decisions of the ACC should the same be more restrictive than those required by the city or parish ordinances and building standards whether or not any waiver is granted.

5.5 The ACC and/or association of owners 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, tract, or unit owner and/or builder to guarantee that all requirements and obligations imposed herein on said owner or builder are complied with. The committee shall have the right to recover its attorney fees and cost should said owner or builder continue construction following receipt of written notice of a perceived violation of these restrictions or the lack of approval by an ACC. An owner or builder receiving such notice shall be entitled to a hearing before the ACC within 5 days of receipt of such notice before legal action is commenced unless in the sole discretion of the ACC an immediate temporary restraining order is necessary to prevent substantial harm to the purposes of these restrictions. No bond shall be required of any ACC or Association in bringing such action, nor liability imposed on an ACC or Association for enforcing these restrictions.

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

5.7 A review fee shall be set by the ACC and payable to the Developer or as otherwise directed by the Boards of Directors if such authority has been transferred and must accompany each application for approval of plans by the ACC. The fee initially established for such review shall be \$200.00. The ACC shall have the right to increase such amount if in its sole discretion it determines a review by a professional architect is required, or reduce said amount for repetitive utilization of a set of building plans with only slight modifications to frontal appearance or elevations. In all cases exterior architectural design and exterior colors including material, trim, brick and roof must be approved by the ACC to effect a harmonious and uniform appearance throughout the development. Any changes to exterior color or materials must be approved by the ACC. The ACC may set an additional fee for review of any resubmission of plans requiring substantial modifications or changes.

5.8 For development within the commercial subcomponent, the ACC shall have the discretion to accommodate a fixed design and standard construction for a given commercial entity but shall endeavor whenever possible to have such commercial entity conform in its design, materials and appearance to the overall harmonious design of the commercial planned unit buildings and other development components including signage whether on a fixed stand alone pylon or building attached signage, all which must be approved by the ACC.

5.9 The ACC may but is not obligated to create design and construction guidelines and criteria to utilize in its decisions in regard to harmonious development of the Planned Unit

Development and furnish the same to builders and property owners. These guidelines shall be utilized by the ACC, but shall not constitute the sole basis for approval or disapproval.

5.10 Plans submitted to the ACC shall contain and show at a minimum the following:

- a. All exterior materials, finishes and designs, including elevations of all four sides of buildings, all interior floor plans, ceiling heights, floor finishes, and roof pitch and covering. Plans and improvements should be drawn to architectural draftsman standards. Failure to so submit may result in disapproval by the ACC.
- b. A plot plan showing the location of all improvements, driveways, parking, drainage, and compliance with building setback lines and servitudes and fencing drawn to standard scale.
- c. A landscape plan showing all lawn area, landscape beds and type of plants proposed to be installed or planted, including maintenance plans.

5.11 A landscape plan shall include the specifications by name and placement of plant material, as well as quantity and size. All lawn areas front, side and back within the single-family component must have sod installed upon completion of the home and prior to occupancy by the owner or tenant. Failure to comply with this restriction shall result in a fine of Fifty (\$50.00) dollars per day following occupancy for which lien and other collection rights shall exist in favor of the appropriate ACC, or subcomponent association.

5.12 The ACC shall have the authority and discretion to vary the front building set back line by not more than five (5) feet should in its sole discretion a staggered frontal set back line appear to render a more aesthetic appearance to enhance the overall design of the single family sub-component.

5.12 Failure of the ACC to review and approve or disapprove any plans or modifications thereto within forty-five (45) days of submission shall constitute approval thereof, but shall not authorize violation of any specific restriction set forth in these restrictions. If construction has

not been commenced within six (6) months of final approval of any plans submitted, then prior approval is void and a re-submission of plans shall be required.

5.13 The decision of the ACC shall be final, binding and non appealable.

5.14 Any specific restriction to the contrary notwithstanding, the ACC shall have the right to establish varied set back lines for the Townhome, Residential and Commercial elements and otherwise approve any variances from these Restrictions in writing when it deems it in the best interest of the overall design and harmony of the Planned Unit Development or any subcomponent including a variance of not more the 10% in the square footage requirement, or frontal set back line in the residential component as set forth herein above.

5.15 The ACC shall have the right to approve or disapprove any plans and specifications submitted in its sole discretion does not comply with the harmony and compatibility of the overall harmonious planned unit design concept within and between subcomponents, including purely aesthetic considerations regardless of compliance with specific architectural guidelines. The decision of the ACC shall be final and non-appealable.

5.16 The ACC shall function in an agency capacity for the respective Board of Directors and be entitled to the immunity granted to Boards of Directors of non-profit homeowners associations following transfer of ACC authority from the Developer. Prior to and subsequent thereto, each member of the ACC shall also be indemnified by the owners of property on a pro-rata basis within a given subcomponent controlled by the respective ACC against all cost, damages, loss, liability and/or expense, including attorney fees reasonably incurred or imposed in connection with any proceeding in which an individual or entity in his or her or its capacity as a member of the ACC is made party to unless said member of the ACC is adjudged guilty of willful malfeasance or misfeasance in the performance of the duties of the ACC. This right of

indemnification shall not be exclusive of all other rights to which such member of the ACC shall be entitled but shall be in addition to such other rights.

CONSTRUCTION RESTRICTIONS

6.0 CONSTRUCTION RESTRICTIONS

6.1 At the time of submission of the final plans to the ACC, the owner and/or builder shall transfer a five hundred(\$ 500.00) dollar “construction deposit” payable to the Developer to ensure compliance with the construction and other restrictions set forth herein or other requirements imposed by Developer. Developer reserves the right to increase this deposit not to exceed \$ 10,000.00 for any owner or builder who has repeated violated any of the restrictions or guidelines imposed by this document or the Developer, and/or to further withhold the right to construct improvements within the Planned Unit Development and be listed as an approved builder for a period not to exceed five (5) years.

6.2 The construction deposit shall be forfeited as liquidated damages to the date of notification should a violation continue for more than 10 days following written notification from the Developer or its agent and said construction deposit shall be replaced within 15 days of said forfeiture together with reimbursement of cost in issuing the notice to the builder/owner including attorney fees if incurred to ensure continued compliance with the construction restrictions set forth hereinafter. Failure to replace the “Construction Deposit” shall require the builder and owner to immediately cease all construction. No liability or bond shall be required for Developer to enforce these construction restrictions by injunction and all cost and attorney fees incurred by Developer assessed to the builder and/or owner in default of these construction provisions. The following specific requirements shall result in a forfeiture of the “Construction Deposit”, with all additional rights of the Developer or the ACC being reserved with respect to

adherence to approved plans and specific "restrictions" including all rights to restraining orders, injunctive relief, damages and other rights:

- a. No construction shall be started until all necessary City and Parish permits are obtained, and all plans and modifications thereto have been approved by the ACC.
- b. Plans as submitted to the ACC and approved are not complied with or a change is made to the exterior in materials, design, or color that has not been approved in writing by Developer.
- c. Landscaping requirements as set forth in these restrictions is not complied with prior to occupancy.
- d. The builder or owner fails to maintain a clean job site, and immediately remove all trash and mud or other residue deposited on any street as a result of the construction. Examples shall include the rutting of any adjacent lots or rights of way, servitudes, or damage to existing structures, spilling of soil, oil or concrete on any streets or other areas or in allowing trash to disburse into other areas.

6.3 If no further violations resulting in the forfeiture of the "Construction Deposit" occur, or damages result to development property, the "Construction Deposit" will be refunded in full after inspection by Developer or its agent of the completed constructions and landscaping. To the extent any of the construction deposit was expended to correct any violations not corrected by the builder/owner to Developer's satisfaction the balance will be refunded, or such deficiency incurred billed to the builder/owner which shall be due and payable within 10 days of receipt. Failure to pay the deficiency shall entitle Developer to immediate lien rights against the property in addition to being the personal obligation of the builder and/or owner.

6.4 Notices: Notices may be given as set forth herein by certified mail, fax, or email with proof of transmission constituting proof of receipt. The owner and builder shall furnish with the submission of plans a current and official address for all notices

IMPROVEMENT RESTRICTIONS

7.0 IMPROVEMENT RESTRICTIONS FOR SINGLE-FAMILY COMPONENT

7.1 Minimum Sizes of Residences. The minimum size of a residence is to be computed on the basis of the square footage area that is mechanically heated and cooled (the "living area"). These living area square footages exclude garages, carports, breezeways, open porches, terraces, patios, overhanging eaves and storeroom areas that are not mechanically heated and cooled. The minimum size requirements are, as follows:

- a. For houses on lots on which a single story house is constructed, the minimum living area shall be 1,300 square feet.
- b. For houses on lots on which a multi story house is constructed the minimum living area shall be 1,600 square feet..
- c. On request of a Lot Owner, the Committee can reduce the above stated size requirements by up to Ten percent (10%) in its sole discretion.

7.2 Building Setback Lines. For all Lots, no residence, car storage structure (other than driveways and parking pads) or outbuilding shall be built nearer the sideline of a Lot than the distance required by Parish Ordinances (five feet), except as may have been waived in an application for a waiver or variance obtained from the City of St.Gabriel and Parish of Iberville, and approved by the Developer. Front and side street (for corner lots) building lines shall be in accordance with the Final Plat for the Subdivision and rear yards shall be in accordance with any applicable ordinances and regulations of Iberville Parish, Louisiana, except as may have been waived by waiver or variance after application for same is approved in writing by the Developer. All lots that have rear yards adjacent to non-building sites such as a common area may have a rear yard (building setback) of Fifteen (15) feet for the living area of the home.

7.3 Car Storage and Garage Doors. All lots shall have garages which shall require a garage door that shall be equipped with fully operational automatic garage door openers

activated by remote control. Garage doors may be constructed of wood, painted metal or acceptable composite material. All garage doors must remain closed except for ingress or egress. No vehicles, trailers or boats may be parked on a regular basis on any street or street right-of-way in the Subdivision. Garages are to be used for storing of vehicles; at no time are they ever to be converted into living area, or to have heating or air installed. Construction of and use of a garage as a game room living area or other type of recreation area shall, ipso facto constitute a violation of these restrictions.

7.4 Configuration on Lot. Any house built on any corner lot in the Subdivision must face the street with the least amount of linear footage along the lot. All other houses must face the street on which they front.

7.5 Driveways. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. Prior to design of a home, the Driveway Plan for the Subdivision should be obtained from the Committee and followed. The Committee may grant variances from the Driveway Plan when deemed appropriate because of special circumstances of lot layout, house design, utility box location, street drain locations or for other reasons.

7.6 Foundations. Foundations shall be designed by the builder, designer or architect of each home. The Committee's approval of construction plans for a home is limited only to appearance and not structural design or engineering, for which the Committee takes no responsibility and shall have no liability. The builder/owner shall be required to do soil testing prior to the pouring of any slab to ensure adequate compaction and pre-treat all slabs for termites.

7.7 Ceiling Height. All residences shall be constructed with interior ceilings on the ground floor not less than nine feet (9') high.

7.8 Window Units. Window Mounted air-conditioning or heating units may be used in non-living area spaces only, such as garage storage rooms. They must be installed, however, in such a way that they are not visible from any street bordering the lot. There shall be no window units above the first floor of any home.

7.9 Shutters. All shutters must be approved by the Committee. Shutter details must be shown on elevation drawings, including the number of battens. Picture Windows should not have shutters. Closed shuttered windows (or false windows) shall not have battens showing, but the window shall be framed and the attendant hardware shall be included.

7.10 Fascia, Eaves & Soffits. Fascia, eaves and soffits shall be constructed of wood, hardiplank or vinyl. No other synthetic material (including but not limited to aluminum) will be permitted. A substantial portion of the eaves on the front elevation of each home shall be 9 feet and 10 feet (or higher) from ground level.

7.11 Roof. When the substantial portion of the roof pitch is the same, it must be a minimum of a 7:12 pitch. At the Committee's discretion, when roofs of a house have pitches greater than 7:12, then areas of the roof pitch less than 7:12 may be allowed. For second story roofs or for special roofs (such as shed roofs) the ACC may approve a lesser pitch if the designer can show that it is more appropriate to the proportions of the house. Roof materials shall be of various shades of black, dark gray or dark earth tones only. The minimum roof composition requirement shall be composition architecturally cut shingles. The ACC may approve other roofing materials and will specify shingle or material colors. False shadow-line shingles will not be allowed.

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

7.13 Gutters. All gutters must be approved by the ACC.

7.14 Fireplace Chimneys/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, vents, pipes and exhaust are to be painted to color of the roof or copper colored and must be located in the rear of the home where possible or on the least visible section of roof mass. Plans must show materials and height and width dimensions of chimneys. Plumbing or mechanical vents shall be connected within the attic to minimize number of roof penetrations.

7.15 Exterior Materials/Colors. The exterior of the home and accessory buildings shall be constructed of stucco, brick or, siding approved by the ACC. Fake stone and lava rock are expressly prohibited. All siding must be wood or synthetic single board lap siding subject to the approval of the ACC. Vinyl Siding may be used on the rear of the houses only and must be subject to the approval of the ACC. Siding may be used to accent the architectural style only rather than used for major walls. Siding shall not be used on more than thirty percent (30%) of exterior walls, without prior written approval of the ACC. Exterior color samples, including siding, trim, brick, roof material and colors shall be submitted simultaneously to the ACC with final plans or at the latest, prior to black-in if permitted by the ACC in writing. If any color selections or materials are installed prior to approval or different than that approved, the Construction Deposit shall be automatically forfeited to the holder thereof. Installation of non-approved colors/materials may result in mandatory removal and replacement at the option of the ACC. Any changes in exterior colors or materials must be approved by the committee in addition to all changes to plans. The ACC shall require the use of subdued or earth-tone colors. No bright or "strong" colors will be permitted. 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.

7.16 Skylights/Solar Collectors. Skylights shall not be located on any elevation of the home that faces a street. Only flat skylights shall be allowed on the sides or the back. There shall be no solar collectors on any home, unless prior approval of the ACC is obtained. Skylights and any proposed solar collectors must be shown on plans when submitted or (if after construction) on a drawing submitted to the ACC.

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

7.18 Doors. Solid core wood or metal doors are required on the front elevations; such doors may have glass panels.

7.19 Windows. If false dormers are used, appropriate window treatments must be used to prevent interior or attic from being seen or framing must be painted black so as not to be seen from any street.

7.20 Gazebos/Pigeonniers. Gazebos, pigeoniers or other similar structures, should relate architecturally to the design of the home in both form and material. Details and location of such structures must be submitted for approval by the ACC prior to construction thereof.

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

7.22 Pools, Spas and Hot Tubs. The design and location of pools, spas and hot tubs shall be subject to approval of the ACC and shall be harmonious with the architecture and landscape design. Pool fences shall conform to Parish requirements and the requirements for fencing in these Restrictions. Pools and pool equipment must have a minimum setback of five feet (5') from the rear property line and five feet (5') from the sidelines of each lot.

7.23 Underground Utilities. Any new utility lines in the Subdivision shall be installed underground. Electric service from the electric distribution system to a residence or any other structure must be underground.

7.24 Drainage. The Owner of a Lot is responsible for providing for "positive" storm water drainage in the direction indicated in the drainage plan for Magnolia Springs Subdivision on file with the Department of Public Works of Iberville Parish. Drainage may be surface and/or subsurface, provided however, that any subsurface drainage system must be approved by the ACC prior to installation thereof. A Lot Owner shall not impede or modify the natural drainage flow of any lot in any manner that will adversely affect other Lot Owners. The ACC or any other Lot Owner shall have the right to bring legal action to enforce this restriction.

7.25 Completion of Improvements. Once construction of a house (or any addition thereto) or outside structure has commenced, it must be completed within twelve (12) months. If such improvements are not completed within the time period specified in this section, then the lot owner shall remove the foundation from the lot and restore the lot to a clean and attractive appearance unless this limit on construction completion is extended in writing or otherwise waived by the ACC.

7.26 Fences. 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, or a combination thereof, unless otherwise approved by the ACC. A privacy fence of at least six feet (6') in height will be required along the rear lot line of each lot commensurate with construction. The cost of construction and maintenance of said rear fence shall be divided between the construction lot and adjacent rear lot owner. In addition, a privacy fence of at least six feet (6') in height will be required from the rear fence to the edge of the rear of each dwelling on each side or along the zero lot line on all Lots, if any residential phase side set back lines on the final map plat changes the location of single-family dwellings to a zero lot line. This shall be done prior to refund of lot deposit, Builder will have 30 days from date of occupancy to install fence or the Developer at that time has the right to install and deduct from the deposit the cost of material and installation with the owner being assessed any additional cost not covered by the deposit with full collection rights as set forth herein.

For lots which are adjacent to the Common Area:

- a. Side fences on such lots are discouraged except as needed for children, swimming pools and pets.
- b. Side yard fences if wrought iron appearance or other material such as wood picket shall be no more than 5' in height. All wood shall be stained or natural, and all metal painted black.

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

7.28 Jobsite. Contractors are required to keep their job sites as neat and clean as possible. No construction materials or grubbing debris may be stored on any Common Area (including any Lot Servitude area). Construction materials shall be stored in a neat and orderly manner at all times during construction. Mud from construction vehicles on the streets of the Subdivision shall be removed before each day's end. Mud shall, not be washed into storm drains; and if mud is washed into storm drains, the violator and lot owner associated with violator will be fined

\$250.00 which shall be in addition to any forfeiture of any Construction Deposit. The ACC or the Sub-component Association, either of which may act independently, shall have lien rights as well as collection with all cost and attorney fees assessed to the lot owner. Materials are not permitted to accumulate on any Lot for a period exceeding 30 days from their first delivery without being incorporated into the dwelling or removed from said lot.

7.29 Trash, Littering/Stockpiling. All construction sites are to be clean as possible so as to facilitate a pleasing appearance to homeowners, visitors or prospective buyers and to eliminate any hazards for the visitors who will be touring through the various construction projects. All wrappers, paper goods and light weight building materials that could potentially blow onto adjacent properties, a lake or park area, shall be maintained, properly stored or deposited in trash receptacles on a daily basis. Any food wrappers, containers, etc. from lunch or breaks of workers shall be deposited in trash receptacles on their respective building site. No Common Areas shall be used for lunch or breaks by workers. There will be no stockpiling or dumping on adjacent lots. Every effort should be made to keep any construction debris off of adjacent property and lakes. When construction is to begin adjacent to a vacant Lot, the contractor shall not utilize such adjacent property 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. There shall be no burning of construction materials, trash, debris or and other materials on any job site. Neither the Developer, the Association or the ACC shall be responsible for any damage caused by any fires, damage to adjacent lots or damage or by failure to enforce any restriction.

7.30 Damages. Any damages to the street curbs, drainage system, street lights, street signs, mailboxes, landscaping, Common Area, adjacent Lots or any other similar property and

infrastructure may be repaired by the Developer or ACC and such costs deducted from the Construction Deposit. If the cost of the repairs exceeds the amount of the Construction Deposit, the responsible Lot Owner shall be obligated to pay such excess cost and the ACC shall have lien rights on the Lot Owner's Lot and all legal rights to enforce collection of such amounts with all attorney fees and cost assessed to said lot owner.

7.31 Spillage. Operators of vehicles are required to see that they do not leak oil or spill any materials while within the Subdivision and if spillage of a load occurs, operators are responsible for cleaning up the same. If an operator fails to clean up any spill within 24 hours of notification, the cost of the clean up will be deducted from the Construction Deposit of the responsible Lot Owner. If the cost of the clean up exceeds the available amount of the Construction Deposit, the responsible Lot Owner will be billed for and be obligated to pay the cost of such clean up together with any attorney fees and cost incurred in collection of such amount. The responsible Lot Owner shall be the Owner of the Lot on which the work was being performed when the spill occurred. The Developer and/or applicable Association shall have full lien rights against the owner for such cost.

7.32 Utility Line/Pipe Cuts/Repairs. If any telephone, cable TV, electrical, water or sewer lines are cut, it is the contractor's responsibility to report such accident to the appropriate utility company (or Dept. of Public Works for Iberville Parish for cuts of a sewer line). The cost, of repairs for such damage will be the responsibility of the Lot Owner whose contractor caused the damage. Should any legal action be require to affect repairs or to seek reimbursement for such repairs, Developer shall be entitled to recover all attorney fees and cost incurred in bringing any legal action.

7.33 Short Cuts. No short cuts across any adjacent lot, any Common Area or landscape area shall be allowed, and no driving across or parking on any of such areas shall be allowed.

7.34 Parking of Equipment. No construction vehicles (trucks, vans, cars, etc.) may be parked overnight on any subdivision lot or the streets or properties adjacent thereto. Construction equipment may be left on the site while needed, but shall not be kept on the street nor 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 an improvement on a lot. No vehicle may be parked on any street or within any driving surface in any manner that blocks the street or private driveways 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 off the property at the expense of the Owner of the vehicle. Contractors may park on the street in front of the subject Lot as long as they do not block the flow of traffic and vehicles are not left overnight.

7.35 Concrete Truck Deliveries and Washouts. Concrete trucks may only be washed out on the site where they have just poured the slab or drive. Concrete trucks may not be washed out on any street, sidewalk, street drain, undeveloped property, Common Area, landscape area or park area. There will be no exceptions to this rule. The builder is to designate a washout area on the Lot where the pour is taking place, and notify the concrete truck driver of its location. Any cost of cleanup by the ACC or the Developer will be deducted from the Construction Deposit at twice the direct cost: Concrete trucks may not use any adjacent Lots or Common Areas for the pour, unless they receive permission from the adjacent property owner and agree to rectify or pay for any damage to such adjacent property.

7.36 Port-O-Lets. Each Lot Owner (through his builder) shall be required to provide a properly maintained "Port-a-Let" on-site during construction. Pooling or sharing the cost of "Port-a-Let" by builders of adjacent lots or directly across the street is permissible. The "Port-a-Let" shall be maintained on a regular basis and the door of the "Port-a-Let" shall face toward the subject property and not toward the street.

7.37 Loud Music. Loud radios or playing of loud music in any manner or excessive noise other than normal construction equipment noise (during construction or otherwise) will not be allowed within the Subdivision. Speakers mounted on vehicles or outside of houses under construction will not be permitted. If all loud music is not immediately adjusted downward in such a manner not to be an annoyance to adjacent property owners upon request, a fine of \$100.00 shall result for each offense not immediately corrected following written notice which may be hand delivered. The Developer, ACC, or the Sub-component Association, either of which may act independently, shall have lien rights equivalent to the lien rights set out in other sections which shall include reimbursement of attorney fees and cost incurred in preparation, cancellation and recordation of liens and subsequent suit.

7.38 Sunday Work. No construction work on Sundays will be allowed other than work which is not noisy, or does not involve electric saws and equipment, such as manual painting and clean up, without the express written consent of the Developer or the ACC.

7.39 Sidewalks. There will be no sidewalks constructed in Subdivision. A servitude of five (5') feet from the edge of the street right away across the front of each lot is hereby reserved for future sidewalk construction.

7.40 Grass and Weeds on Construction Sites. Prior and during home construction, grass and weeds must be appropriately maintained by the builder and Lot Owner on all lots owned. If

the Developer or ACC has to contract to have such work done due to inaction of the builder/Lot Owner ten (10) days from notification, the cost will be billed to the builder/Lot Owner at twice the cost. If such costs are not paid, they may be deducted from the Construction Deposit.

8.0 TOWNHOME OR CONDOMINIUM COMPONENT RESTRICTIONS

8.1 Townhome Use lots as designated on the final map plat for any Phase shall be utilized for residential use only and shall be subject to such additional restrictions and/or Condominium Declarations as required by law or imposed by Developer in a separate document.

8.2 All requirements of submission of plans for approval of materials, location, and appearance of all improvements including parking and access onto Magnolia Springs Parkway shall be submitted to the ACC for approval before any construction can commence as well and shall also be subject to the general applicable construction and use restrictions other than fencing and specific restrictions pertaining only to the single family residential stand alone dwelling component apply as set forth hereinabove, but specifically those pertaining to maintenance, nuisance, or other prohibited activities shall apply.

9.0 COMMERCIAL IMPROVEMENT RESTRICTIONS

9.1 No commercial construction shall be permitted on any tract until such plans and specifications have been submitted to the ACC for approval in regard to location, material, and appearance in harmony with the general theme and design of the commercial component of Magnolia Springs Planned Unit Development, but shall also require submission of all plans for electrical, sewage, drainage, parking, driveways, ingress and egress, as well as landscaping. Developer may impose limitations for delivery trucks and servicing of the commercial establishments to minimize inconvenience and annoyance to the residential components, in

addition to restrictions assessing maintenance of all common areas and related expenses on the basis of prorated square foot basis.

GENERAL COVENANTS OBLIGATIONS AND USE RESTRICTIONS

10.1 Residential Use. All Lots number 1 through 104 are restricted for single-family residential use only and no part of any so designated lot shall be used for any commercial purpose except as expressly permitted by these Restrictions. Apartment houses or and lodging houses are prohibited except in the multi-family sub-component. Not more than one single-family residence, with accessory buildings, shall be built or constructed on each Lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La. R.S. 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such. The owner of any two (2) or more adjoining lots which front on the same street may erect a single family residence on said Lots, in which case the two lots shall be considered as one Lot for the purpose of these Restrictions including voting purposes.

10.2 Re-subdivision of Lots. No re-subdivision of one or more Lots shall be allowed without the prior written consent of a majority of the ACC. Notwithstanding the above to the contrary, however, the Developer may subdivide any lots of Magnolia Springs in its sole discretion, without needing the vote of any other Lot Owners or approval from the ACC or any other party if in the sole determination of the Developer such re-subdivision or reclassification is in the best interest of the Planned Unit Development as a whole.

10.3 Servitudes and Rights of Way. Various servitudes and rights of way for installation and maintenance of utilities, drainage facilities and ditches, sidewalks, signage and use and maintenance of the common area are reserved as shown on the Final Plat or as amended relating

to the Property and Section 16 hereinafter. Within the 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 any pathways in common areas. The servitude area on each lot and all improvements 'in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible, or signage identifying the development which maintenance shall be the responsibility of all associations of the development. The maintenance of the signage and landscape particular to a given subcomponent such as the commercial sub-component shall be the responsibility of the association of owners of that sub-component. To the extent any landscaping, fences or other improvements are placed in any servitude area, such items are subject to removal or damage at the Lot Owner's expense in the event work in the servitude area is required, or interference and enjoyment of all owners is impaired.

10.4 Single Residence. No trailer, shack, garage, garage apartment, storage room, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, nor shall it be maintained on any lot in violation of the specific restriction relating to ACC approval and accessory buildings.

10.5 Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary household pets maybe kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are 'kept, bred, or maintained otherwise in accordance with law. No aggressive breeds (pit bulls, rotweiller, and doberman pinchers are NOT allowed). Domestic animals shall not be permitted

to roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. Dogs that tend to obsessively bark shall not be allowed to remain outside in the yard of any residence. Violation of this restriction shall be deemed a de facto nuisance to the neighbors permitting an injunction with all cost and attorney fees imposed upon the owner of said animals and/or lot owner incurred by the Association or any owner in enforcing this restriction.

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

10.7 Lot Maintenance. The Lot Owner shall keep the grass, weeds and vegetation on his Lot mowed and trimmed at regular intervals so as to maintain the same in a neat and attractive manner. For all lots, the yard to be maintained includes the grass area between the front of the lot and the back of any street curb bordering the Lot. Landscaping shall be maintained in a neat and attractive manner by the Lot Owner. If the Lot is not mowed and kept clean by the Lot Owner (and the landscaping maintained) the ACC or homeowners association may notify the Lot Owner of the condition. If after ten (10) days from the sending of such notice, no action is taken by the Lot Owner, then the ACC or homeowners association may cause said Lot to be mowed and maintenance performed on the landscaping. The Owner of such Lot shall be billed the greater of the cost thereof (including attorney fees if legal action for Collection is deemed necessary by the ACC or homeowners association not to exceed \$100 per mowing and other

maintenance cost). The Association shall have lien rights to enforce payment of any charges for maintenance together with reasonable attorney fees if legal action for collection is deemed necessary by the ACC or homeowners association.

10.8 Maintenance (Home Exterior). Each Owner of a home shall keep the exterior of said home reasonably maintained, including garages, carports and other approved outbuilding, in harmony and appearance with other structures in the residential component. This shall include the painting or replacement of roofs, gutters, downspouts, eaves, and exterior building surfaces and any other necessary maintenance including the replacement of windows, doors and shutters when necessary. The Association shall have lien rights to enforce payment of any charges for maintenance together with reasonable attorney fees if legal action for collection is deemed necessary by the ACC or homeowners association.

10.9 Playground Equipment. Playground equipment and swing sets may be made of wood, metal, or plastic. Metal equipment must be kept in good condition, free of rust and chipping paint. Wood is recommended. All such playground equipment must be placed in the rear of the house only. All such equipment must be screened from view with adequate landscape shrubbery or fencing so as to reduce visibility from streets or lakes, and otherwise not extend above the rear security fence except for upper framing.

10.10 Basketball Goals. No basketball goals are allowed unless by special permission by the ACC or homeowners association and goals in the front of any lot are discouraged. Utilization prior to 8:00 a.m. and after 8:00 p.m. is prohibited, and shall constitute a nuisance per se.

10.11 Commercial Activities. No commercial, business or trade activities shall be conducted on any Lot, nor shall anything be done thereon or condition allowed which may become an annoyance or nuisance to the Subdivision. This restriction, however, shall not prohibit a builder

from erecting a temporary shed and/or office on any Lot during the construction of a house on the same Lot. A Builder may use a home or homes as a Model and temporary sales office during his building program in the subdivision. An exception to this paragraph shall be the Developer (or its designee) may also have a construction and/or sales office in the Subdivision. These Restrictions shall not prohibit any home office that is allowed according to the type of zoning on the Subdivision (applying the zoning ordinances of Iberville Parish); however, no direct retail or wholesale sales activities shall be allowed from residences or Lots in the Subdivision.

10.12 Signs. No signs of any kind or description shall be displayed on any Lot, other than real estate "For Sale" signs and signs designating those involved in the construction of any residential homes or other approved improvements in the Subdivision and not exceeding five square feet in size. The Developer is excluded from the restriction. No signs (such as garage sale, lost pet, announcements, for rent, for sale, etc.) shall be attached to any subdivision street sign poles or light poles. No "For Rent" or "For Lease" signs shall be allowed except in the window of a single-family dwelling.

10.13 Satellite Dishes. No television (or other) satellite dish larger than 24 inches in diameter, or ones intended to be installed on the front half of the house (or on any side of the house facing a street) may be installed on any Lot except with the prior written approval of the ACC. No satellite dishes shall be installed on any fence.

10.14 Mailboxes. The Developer will designate a type of mailbox, including mounting post (the "Subdivision Mailbox"), as to design, construction, material and color: to be used for all Lots in the Subdivision. When a house is built on any Lot, the Owner thereof shall only use a Subdivision Mailbox the purchase and maintenance of which shall be the sole responsibility and at the sole cost of each respective Owner. The ACC may designate a mailbox placement plan

(depending on requirements of the U.S. Postal Service), in which case each Owner shall place his respective mailbox according to such plan.

10.15 Mobile Homes, Trailers and Boats or Other Vehicles.

- a. The keeping of a mobile home or mobile home trailer, either with or without wheels, on any Lot is expressly prohibited, except for developer or builder to conduct construction or marketing operations. No school buses shall be kept or stored on any Lot or street in the Subdivision at any time.
- b. No house boat, recreational vehicle (motor home); large camper trailer, truck (larger than a pick-up truck) or off road vehicle, or ATV may be maintained, stored or kept on any Lot other than inside a closed garage.
- c. For all Lots small camper trailers and boats may be kept and stored on such Lots, but only if housed completely within a fully enclosed, standard boat port garage which has been approved by the ACC. Small camper trailers and boats may be kept and stored on such Lots, but only if kept in the rear of the home in an area that is completely screened from view of streets and neighboring homes by an opaque fence which has been approved by the Committee.

10.16 Vehicle Parking. No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is completed. No Vehicle may be parked on any street or in front of residence overnight unless in an ACC approved parking area. No vehicles may be parked on or within any, common landscape area or on the neutral ground of any street. No vehicles may be parked on any driving surface in any manner which blocks the driving surface in any road or private driveway other than during construction on that lot. Any unregistered, broken down, unauthorized or illegally parked vehicles of any kind will be towed at the expense of the owner of the vehicle. No vehicle that is disabled or in need of repair shall be parked on any lot longer than 7 days, nor shall any major repair be done on any lot to such vehicle. Continued violation of the above following written notice shall result in a fine of not less than \$100.00 for the first violation, but not more than \$300.00 per subsequent offense as set by the respective Association of the property owned in which the offense occurs to

be assessed to the Owner of a Lot regardless of whether the owner or the owner's tenant violates this restriction. Garages are intended for the purpose of housing vehicles and shall be required to be used for such purpose with garage doors closed except for entering or leaving with the vehicles, or for lawn maintenance or other temporary opening use. The repair and haphazardly parking of vehicles, in particular commercial vehicles larger than a standard pickup truck or van, within this planned unit development is incompatible with the residential nature and desired appearance of this development and shall constitute a nuisance per se.

10.17 Go-Carts, Motorbikes and Other -Similar Vehicles. No unlicensed go-carts, motorbikes, off road vehicles and other similar vehicles shall be permitted to be driven on the streets, sidewalks or street right-of-ways of the Subdivision or Common Areas. Also, no unlicensed operators shall be allowed to drive or operate any of these types of vehicles or any other licensed vehicles on the streets, sidewalks or street right-of-ways of the Subdivision or the Common Areas with the exception of specialized motorized transportation for the disabled.

10.18 Firearms. The use of firearms or air guns is strictly prohibited in the Magnolia Springs PUD.

10.19 Antennas, Solar Panels, Outside Lighting and Outside Sound. No outside above-ground lines, outside television antennas, radio antennas, or hanging devices shall be allowed without the prior written consent of the ACC. Antennas will under no circumstances be allowed to be placed in front of the farthest front or side extension of the residence or garage on any Lot. Exterior site lighting and security lighting shall be directed downward and not infringe upon adjacent neighbors. Utility poles shall be prohibited. Outside music, sound-producing devices and any other mechanical devices shall be subject to the approval of the ACC. Outside music shall not be played so loudly that it is considered a nuisance by neighbors. The ACC or

homeowners association shall have the sole discretion as to what volume of sound may or may not be considered a nuisance. Solar panels shall be allowed only on rear facing roofs at the discretion of the ACC.

10.20 Gardening. No Lot shall be used for gardening or farming purposes, except that flowers, vegetables, herbs, and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by the lot owner's household may be located on a Lot provided that it is not visible from any street. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

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

10.22 Nuisances. No noxious or offensive activity shall be carried on, nor shall anything be done on a Lot which may be or become an annoyance or nuisance to the other owners and neighborhood. Decisions of the Homeowners Association in its sole discretion shall be final as to what does or does not constitute an annoyance or nuisance. Use of a garage as a game room, living area, storage area or other type of recreation area to the exclusion of use for parking vehicles shall, ipso facto, be deemed to be an annoyance or nuisance. The Association is authorized to assess a fine against a Lot or Lot Owner for activities deemed, in the Association's sole discretion, an annoyance or nuisance following written notification and the continuation of the violation following such notice or of any restriction set forth in these restrictions and this particular paragraph for period of 10 days following receipt of notification. The fine imposed shall not to exceed \$10.00 per day for each day the violation or nuisance continues following

written notification of the imposition and commencement of the fine. The homeowners association shall be authorized to file a document in the mortgage records constituting a lien for any violation of these restrictions carrying with it a monetary fine, and thereafter seek collection thereof with reimbursement of all cost and attorney fees incurred in its collection. The Association and any owner shall retain all additional rights under these restrictions to seek an injunction against such activity in addition to any fines.

HOMEOWNER AND PROPERTY OWNERS ASSOCIATIONS

The homeowner and property owners associations hereinafter set forth shall be formed only by the Developer, and each owner of a Unit, Lot, or Tract or Unit within a tract shall be a member subject to the Articles of Incorporation, By-Laws, and Rules and Regulations of that subcomponent of this Planned Unit Development in which property is owned. Each homeowners or property owners association shall be formed after construction has been completed on thirty (30%) of the lots in the given component with occupancy permits issued unless otherwise required by law or in the discretion of the Developer in advance of said construction or occupancy.

SINGLE-FAMILY COMPONENT

11.1 Organization: MAGNOLIA SPRINGS HOMEOWNERS ASSOCIATION, INC.

shall be the name of the Association of the single-family component consisting of Lots one (1) through one hundred four (104) in Phase I, Part A, and subsequent Phases made part of the single-family stand alone component of the Planned Unit Development.

11.2 Membership: The owner of each lot or lots in the single-family lot phases of this development shall be a member of the Magnolia Springs Homeowners Association, Inc. commensurate with the purchase of a lot and subject to the Articles of Incorporation, By-Laws

and Rules and Regulations, including those affecting assessments, use and maintenance of the common areas and improvements thereon in the single-family component and any buildings for the common use of residents. Each lot, including those in additional phases made which are subject to these restrictions, shall be entitled to one vote in the election of the Board of Directors or any matter brought before the membership providing said lot and owner is current in all assessments and dues.

11.3 Purpose: The association, in addition to the Developer or any owner, shall be authorized to enforce all applicable restrictions including those assigned to the Architectural Control Committee once transferred to the Association, provide additional security for the residents if deemed necessary and assess, levy and collect from each lot its prorated share of such expenses, maintain the common areas and private servitudes and otherwise do any and all things that are lawful, necessary and proper that benefit the property owners and maintain or enhance the quality of life for the residents in Magnolia Springs Planned Unit Development single family component that are undertaken by non-profit homeowners associations.

11.4 Board of Directors: The Association shall be managed by a Board of Directors of not less than three (3) nor more than nine (9) directors who may also be the officers who shall be a President, Vice-President, Secretary, and Treasurer who shall be elected annually, but may hold office for staggered terms as set forth in the By-Laws. Developer shall retain the right to appoint the initial and subsequent Board of Directors until construction of single-family dwellings are completed and occupied on eighty (80%) of the lots unless such right is relinquished earlier evidenced in both cases by filing an affidavit to said effect in the Conveyance records of Iberville Parish. No director or officer shall be entitled to any compensation, but may be reimbursed for actual expenses incurred in the performance of his or her duties.

11.5 Quorum: A quorum of the membership at an annual or special meeting shall be those in attendance in person or by proxy after a thirty (30) day notice of said meeting, which shall include the agenda for such meeting, has been sent to all owners at the address indicated as that of the owner of record with the Assessor of Iberville Parish or such address on file with the Developer and the Association which shall be maintained current with the Developer and the Association by each owner as a requirement of these restrictions. A quorum for the Board of Directors shall be a majority of the appointed or elected Board of Directors. A majority vote of those present at a meeting of the membership or Board of Directors shall be sufficient to conduct business.

11.6 Assessment Exemption: The Developer shall be exempt from assessments by the Association, for any lot which remains undeveloped or a dwelling constructed not occupied. A builder shall be exempt for a period of two years following purchase, after which a builder shall be subject to such assessments as shall be imposed on a given lot for each lot owned whether or not a dwelling has been constructed on said lot.

11.7 Regular Assessments: The Association shall adopt and levy a regular assessment based on an annual budget with a due date as set forth in the By-Laws for which each lot owner not exempt from assessment shall be liable both personally and the lot in rem for the owner's prorated portion of such assessment. Said regular assessment shall be made for the purpose of preserving the character and appearance of the single-family component common areas as well as any prorated portion of the entrance sign maintenance or repair expenses, but shall include such expenses normally incurred for the common benefit of owners and residents, including but not limited to expenses in the maintenance of all common property belonging to the association, insurance, additional security expenses, accountant and attorney fees, and escrows for anticipated

cost, insurance deductibles and cost increases, and other expenses reasonable related to the purpose for which the Association was formed including the operational expenses of the association and retention of a property management company. To raise dues or assessments over 10% of the prior years assessments shall however require the affirmative vote of two-thirds (2/3)s of those present in person or by proxy at any annual or special meeting in which the agenda notice must include the amount of the proposed increase and purpose of each increase.

11.8 Special Assessments: In addition to regular assessments, the Board may levy one or more special assessments against all lots not exempt for the purpose of defraying in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments must be approved in writing by the owners of a majority of the eligible owners of lots not exempt from assessments following thirty (30) days notice for any new additional improvements made to the common areas, but such approval shall not be required for increases in insurance or maintenance and repair cost for existing property. Any lot owners who have not paid their regular assessments shall not be entitled to vote nor their lot counted in determining a majority of those lot owners eligible to vote on a special assessment. Additional signatures of owners may be obtained for a period of thirty (30) days following any meeting to obtain the necessary number to approve a special assessment.

11.9 Late Fees and Expenses: The Board of Directors shall have the authority to impose a late fee for each installment of the regular or special assessment if not received within 30 days of each due date as set by the Board of Directors, not to exceed \$50.00 for the first five years from the date of recordation of these restrictions and thereafter as set by the membership by majority vote of those attending the annual meeting to encourage timely payment of any assessment.

11.10 Enforcement: The Association shall be entitled to file liens for all past due assessments including dues and maintenance charges and recover in addition to any late fees, attorney fees and cost incurred in making formal demand for payment by certified mail, preparation and recordation of any liens, cancellation and recordation of the same, together with reasonable attorney fees and court cost if suit is filed as well as other collection cost. Past due assessments and cost advanced in furtherance of their collection, excluding late fees, shall incur an interest charge of ten (10%) per annum from the due date until paid. Any past due assessment to which collection is prevented or lost by foreclosure or bankruptcy shall be prorated among the remaining non-exempt lot owners and included by specific notation on the next annual assessment.

11.11 Membership in the Planned Unit Association: The Magnolia Springs Homeowners Association shall be a member of the Magnolia Springs Association, Inc. and shall appoint three (3) members to the Board of Directors of said Association.

TOWNHOME COMPONENT

12.1 The Association for the Townhome Component shall be entitled Magnolia Springs Townhome Association, Inc. unless changed by the Developer or assigns upon construction.

12.2 Each owner of a Unit in the Townhome component shall be a member of the Magnolia Springs Townhome Association, Inc., subject to its Condominium Declaration if applicable, Articles of Incorporation, By-Laws, Rules and Regulations. Each owner of a residential unit shall be entitled to one vote per unit owned in the election of the Board of Directors or any matter before the membership providing said owner is current with all dues and assessments. Subsequent additions shall become members such that the vote shall always be on the basis of one vote per unit owned regardless of square footage of that unit.

12.3 The Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) owners elected annually, but whom may be elected to staggered terms of not more than three (3) years maximum duration as set forth in the By-Laws. The board shall appoint a President, Vice-President, Secretary and Treasurer.

12.4 The Association acting through its Board of Directors shall establish a budget and levy assessments and shall have the power to file liens and collect the same, which shall include but not be limited to cost of operating the association including mailing cost, hazard and liability insurance, a prorated deductible fund, cost of maintenance of all common areas and limited common areas, with the exception of any private patio areas which shall be the responsibility of the owner as set forth herein or in the Townhome Declaration of Covenants, restrictions and servitudes of record separate from but consistent with these restrictions. Assessments shall include additional security cost, and an escrow account based on a monthly assessment for future replacement of roofs, painting, repairs to exterior areas and other projected cost based on a cost price index forecast divided by the number of months until repairs, painting or replacement is anticipated in addition to a legal and accounting expense fund. The annual budget may include the cost and expenses of a property management company. Any past due assessments lost through foreclosure or bankruptcy shall be prorated among the remaining owners. Assessment of the foregoing shall be on a prorated division based on the number of unit members regardless of the size of a given unit and shall be re-divided to include additional phases and additions.

12.5 The Developer and the Association shall have the right to enforce the restrictions and covenants of the Magnolia Springs Townhome component, collect all assessments and recover reasonable attorney fees and cost incurred in the collection of dues and assessments as well as

those incurred in the enforcement of all restrictions and covenants pertaining to the Townhome development.

12.6 The Developer or Assignee shall have the right to appoint the initial and subsequent Board of Directors until such time as eighty (80%) percent of the units in Phase I have been sold and occupied.

12.7 All Construction and Architectural Control Committee and use restrictions set forth in these restrictions shall apply to the Townhome component with the exception of those clauses and terms by common usage apply only to a single-family, stand alone dwelling lot.

12.8 No activity shall be allowed to occur or continue on or in any townhome unit or common area which shall become a nuisance or annoyance to the other owners or adjacent component of the Planned Unit Development which shall include the obligation to maintain all private exterior areas.

12.9 Membership in the Planned Unit Association: The Magnolia Springs Townhome Association shall be a member of the Magnolia Springs Association and shall be entitled to appoint two (2) directors of said association.

MULTI-FAMILY COMPONENT

13.1 Membership: The owner of the Multi-Family component or any building within the Multi-Family Component shall be a member of the Magnolia Springs Apartment Owners Association, Inc.

13.2 Vote: Each owner shall be entitled to one vote for each apartment owned, and must be current with any assessment or dues assessed to be entitled to vote on the election of the Board of Directors or matters brought before the membership.

13.3 Purpose: The purpose of the Magnolia Springs Apartment Owners Association, Inc. is to maintain its common area and enforce the restrictions on maintenance and use of the multi-family component of the Planned Unit Development and ensure the maintenance of all Units in good repair and appearance and further ensure that no activity which may become a nuisance or annoyance or other activity illegal or otherwise is allow to exist on around, or in any multi-family unit.

13.4 Management: The Magnolia Springs Apartment Owners Association, Inc. shall be managed by a Board of Directors elected annually, but who may serve for staggered terms as set forth in the Articles of Incorporation and/or By-Laws, and consisting of not less than three (3) nor more than Five (5) directors who shall appoint the following officers, President, Vice-President, Secretary and Treasurer. The Board of Directors shall have the power to levy assessments, lien units, and collect the same, or enforce any and all restrictions applying to the Multi-Family Component, are be reimbursed reasonable attorney fees and all cost incurred in the enforcement of these restrictions. Developer shall have the right to appoint the members of the Board of Directors for a one year term for a period of 5 years from the completion of the last multi-family unit

13.5 Assessments: The Magnolia Springs Apartment Owners Association, Inc. shall adopt an annual budget which shall include but not be limited to hazard and liability insurance cost for the common areas and its related deductible fund, cost of maintenance of all common areas including passage ways, private streets and parking areas, landscaping and lawn maintenance, as well as any improvements located on the common area for the benefit of all residents as well as the cost of retention of a property management company. Said assessments shall be divided among all owners based upon the number of completed apartments owned whether rented or

leased. The Magnolia Springs Apartment Owners Association, Inc., may impose late fees for non-payment of dues or assessments within 30 days of their due date, and fines for failure to correct any deficiency within 30 days in the maintenance of the owners property, or allowing a nuisance to continue longer than seven (7) following notice of such deficiency or nuisance sent by certified mail to the owner.

13.6 Maintenance: Every owner of a building or building component within the Multi-Family component of the Planned Unit Development shall be required to maintain said building and unit in good repair, keeping the same painted and repaired harmonious with the other building and units to the end that property values and the appearance of all units are maintained in a condition that does not detract from the appearance of the component or adversely affect the property values of the other owners in the Planned Unit Development. Failure to maintain said building and unit shall constitute a nuisance per se entitling the Association to obtain an injunction to require said owner to affect such repairs or painting and be reimbursed for attorney fees incurred as well as all cost incurred, and further authorize the Association by court order to affect such repairs and lien said unit with all cost and attorney fees being included as damages in any action to enforce this restriction assessed to the owner adjudged in violation of this restriction.

13.7 Nuisance: No activity shall be allowed to occur or continue on, about, or in any apartment or unit building which shall become a nuisance or annoyance to other tenants or owners, or the adjacent single-family component of this Planned Unit Development. Examples for purpose of illustration only shall include the playing of loud music, the disassembly and/or repair of motor vehicles on the property, or maintaining inoperative vehicles longer than seven (7) days on any street or parking area, common area or other property in Magnolia Springs

Planned Unit Development, parking of any vehicles or trailers in inappropriate and non-designated parking areas, conducting or allowed any illegal activity in or about any apartment, common area or anywhere within the Planned Unit Development, or otherwise engaging in any loud and offensive activity or creating frequent disturbances to neighbors that creates an annoyance to the other residents. All owners shall be required to place the substance of this restriction in any leases with the penalty for continued repeated violations requiring the eviction of any tenant deemed in violation of this restriction who fails to correct the violation within five days of notice, either posted on the door to the apartment or sent by certified mail. The owner shall be required to instigate legal proceedings to evict the tenant within ten (10) days of the tenant's failure to correct the violation or the Magnolia Springs Apartment Owners Association and the Magnolia Springs Association, Inc. in default of the Magnolia Springs Apartments Owners Association taking action, shall have the authority to instigate legal action to evict the owner's tenant, and assess said owner with all cost including reasonable attorney fees which shall include immediate lien and collection rights.

13.8 The Magnolia Springs Apartment Owners Association shall be a member of the Magnolia Springs Association, Inc. and shall appoint one member to the Board of Directors of the Magnolia Springs Association, Inc.

.COMMERCIAL PROPERTY OWNERS COMPONENT

14.1 The owners of any tract or unit sold within an tract designated for commercial development hereinabove and on the final plat for Magnolia Springs Planned Unit Development shall be a member of the Magnolia Springs Commercial Park Association, Inc. subject to the Articles of Incorporation, By-Laws, and Rules and Regulations of said association, and any

Commercial Condominium Declaration filed separately should any commercial element be developed as a commercial condominium.

14.2 Purpose: The purpose of the Magnolia Springs Commercial Park Association, Inc. shall be to promote the commercial element of Magnolia Springs through joint advertising efforts, provide security and maintain the common areas and regulate the use thereof, enforce the restrictions pertaining to maintenance and use of the common commercial elements and coordinate with the other components of the Planned Unit Development in matters common to all owners interest.

14.3 Voting and Assessments: Each owner of property within the commercial component shall have the number of votes in electing the Board of Directors and in assessment of all taxes, insurance, and cost of maintaining the common areas as their ownership interest square footage bears to the total square footage of the commercial property and as set forth in any Condominium Declaration filed separately should any commercial component be developed as a commercial condominium.

14.4 Assessments: The Association acting through its Board of Directors shall make create an annual budget levy and collect the same which shall include but not be limited to such assessments to cover general liability and hazard insurance cost for all common areas, common area maintenance expenses, utilities, water, sewer fees and taxes in addition to an escrow for repairs, insurance deductibles and landscaping maintenance and replacement cost include the entrance signs and stand alone monument or pylon sign maintenance and repair.

14.5 Maintenance: Every owner of a commercial unit or tract shall be required to maintain all improvements in good condition, keeping the same painted and repaired at all times in a manner that will not detract from the other units in the commercial component. In the event that

any owner fails to maintain the exterior of his unit and effect necessary repairs deemed necessary in the sole discretion of the Association, within 30 days of the date of a letter sent by certified mail to the address of the owners as maintained with the Assessor of Iberville Parish, the Association may seek court authorization to affect such repairs and painting, and assess said owner with all cost of such repairs and painting including reasonable attorney fees and all cost of any legal proceedings

14.6 Nuisance: No owner of any commercial tract or unit shall allow or permit any business or activity on the premises or common area of an illegal nature or that constitutes a nuisance or annoyance to the other owners or owners of the other components of the Planned Unit Development. Examples of activities creating a nuisance per se entitled the Association or Developer to an immediate restraining order and injunction shall be the allowing of playing of loud music that can be heard outside the establishment, accumulation of trash and garbage and/or odors outside the commercial unit and on the common area, excessive traffic, parking or deliveries that disrupt the enjoyment and use of the common area of the other owners within the commercial component or adjacent residential components.

14.7 Enforcement: The Association shall have lien rights against any owner failing to pay the assessments as set forth herein or levied in accordance with the Articles of Incorporation for the Commercial component, together with a late fee of \$100.00 if any assessment is not paid within 10 days of its due date, with all cost of recordation preparation of liens, formal demand letters, attorney fees and all court cost and other cost of collection being assessed against an owner in default in failure to pay any assessment or adjudged in violation of any restriction herein pertaining to the commercial component including all construction and architectural control and use restrictions.

14.8 Membership in the Planned Unit Association: The Magnolia Commercial Park Association shall be a member of the Magnolia Springs Association, Inc. and shall be entitled to appoint two (2) members to said association.

14.9. Management: The Magnolia Commercial Park Association shall be managed by a Board of Directors of not less than three (3) nor more than seven (7) directors elected on an annual basis, two (2) of whom shall be appointed by the Developer until 90% of the commercial property is built and occupied or the Developer no longer owns any of the common property, whichever comes last.

MAGNOLIA PLANNED UNIT OWNERS ASSOCIATION, INC.

15.1 Membership: Each property owners association in the Magnolia Springs Association, Inc. shall be a member of the Magnolia Springs Association, Inc.

15.2 Management: The management of the association shall be by a Board of Directors consisting of the Developer, who shall also be a director until all phases of the planned unit development have been completed, and seven (7) directors, for a total of eight (8), who shall be appointed in accordance with the number allotted to each subcomponent association for terms of one (1) year. There shall be no term limits. The Board of Directors of the Magnolia Springs Association, Inc. shall meet quarterly unless more frequent meetings are deemed necessary by a vote of not less than five (5) directors.

15.3 Purpose: The Magnolia Springs Association, Inc. shall coordinate all activities of common interest to all components of the Magnolia Springs Planned Unit Development in St. Gabriel Louisiana including assessments to each component for the maintenance of the entrance signs and boulevard landscaping expenses and repair, and establish special events for all residents and property owners within the Planned Unit Development. The Magnolia Springs

Association, Inc. shall have the authority to enforce restrictions pertaining to nuisances continuing in any component should the association of owners in the sub-component where the nuisance continues fail to take action after thirty (30) days written notice sent by certified mail to the address of the association. Attorney fees and cost incurred by the association shall be assessed to the property owner upon whose property a nuisance is adjudged to exist in violation of these restrictions.

15.4 Assessments: Assessments shall be made for the maintenance of the entrance sign and entrance parkway landscaping on the basis of one-fourth of all cost divided between each association member of the Magnolia Springs Planned Unit Development. Other assessments for special events to promote the common interest of all component associations shall be made in accordance with the interest each component has to the activity and shall require five (5) votes of the Board of Directors of the Magnolia Springs Association, Inc., and approval of a majority of the Board of Directors of not less than three (3) of the member associations for a prorate assessment to be made of any cost.

15.5 Enforcement: No lien rights shall exist for the non-payment of any assessments made by the Magnolia Springs Association, Inc. Enforcement shall be made by ordinary legal process against the member association only with reasonable attorney fees and court cost reimbursed to the Magnolia Springs Association, Inc. by the association in default.

COMMON AREA

PRIVATE SERVITUDE OF USE

16.1 A private servitude of use shall exist in favor of all property owners within the single family component over the common areas within said component to which title shall be conveyed to the Magnolia Springs Homeowners Association, Inc. subsequent to the filing of

these restrictions, which shall have the obligation and responsibility to maintain the same. The Association shall have the power to establish rules and regulations for the use of said commons areas, to ensure the enjoyment thereof by all residents and control in their sole discretion, any abuse of said common areas or abate any nuisances occurring thereon as the titled owner. In addition to maintaining the landscaping and passageways, the Association may install aeration pumps and take other appropriate actions to maintain the ponds which shall be a prorata cost to all lots within the single family component not exempt from assessments owned by the Developer or a builder or assigns within two years of initial acquisition from the Developer.

16.2 There shall exist a five (5') foot sidewalk servitude across the front of each lot and common area in the single family subcomponent whether designated on a map plat or otherwise, measured from the edge of the street right-of-way for future sidewalk development either by the Developer or homeowners association and to be utilized for the passage of the property owners within the single family component and others as may be authorized by the homeowners association.

16.3 A business office, social and association of owners meeting center, at the discretion of the Developer, may be constructed on Tract B of the final map plat for Magnolia Springs Planned Unit Development. Once constructed, the Developer retains the right to have offices therein for the Developer to administer the continued development and coordinate the construction and activities of the PUD and its association as well as serving as a leasing, property management and sales office of the development. Developer reserves the right to transfer title to said property as common area belonging to a given subcomponent or subcomponents of the Developer's selection for utilization as a business and social center with a private servitude of use for the residents and owners of the single family components, subject to such rules and regulations as

may be imposed by said association, including a use charge to defray maintenance and insurance cost.

16.4 It shall be the responsibility of the Magnolia Springs Homeowners Association, Inc. to maintain all common areas to which title has transferred to it and carry appropriate liability and hazard insurance which shall be part of the prorata annual assessment to each lot owner not exempt from assessments.

16.5 By purchase of any lot, tract or unit within the Planned Unit Development, each owner is deemed to have released and held harmless the Developer and associations, its officers and Board of Directors for any liability on or arising out of the use of any common areas, including any personal injury or death of persons that utilize said common areas. The Board of Directors of Magnolia Springs Homeowners Association, Inc. shall establish rules and regulations from time to time for the use of said common areas, subject to approval by the Developer, until all phases of the Planned Unit Development have been sold, but which in no case can be adverse to Developer's utilization of said center for its business purposes. All rules and regulations must be adhered to by the owners and their invitees as a conditional right of the private servitude of use granted to the owners and residents of Magnolia Springs' single family subcomponents and other permitted use.

16.6 Said common areas shall be further subject to such public servitude of access and utilities for the maintenance and expansion of electrical, sewer, phone and drainage purposes as shown on the final map plat or as amended.

PROCEDURAL RESTRICTIONS

17.1 Amendment: Subject to the reservation of amendment rights by the Developer, these Declarations of Covenants, Building and Use Restrictions shall run with the land and be binding

on all parties, subsequent owners and all persons and entities claiming real rights whether corporeal or incorporeal, for a period of twenty-five (25) years from the date of recordation, after which these restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by two-thirds (2/3) of the then owners is recorded prior to the commencement of an automatic renewal period, amending, enhancing, modifying, or changing these covenants in whole or in part whether to terminate a given restriction, or make the restrictions more onerous.

17.2 Amendment Exception: Notwithstanding the above amendment restriction, these restrictions as they pertain to a given subcomponent may be amended at any time by the written agreement of 75% of the owners of that subcomponent. Such amendment shall require the written consent of the Developer as long as the Developer owns any lots, tracts or units in said subcomponent or any additional phases, and the proposed amendments are not inconsistent with the general plan of the Planned Unit Development.

17.3 Enforcement: Should any owners, purchaser, builder, or occupant of any lot, unit, or tract in the Magnolia Springs Planned Unit Development, his or her heirs, successors, or assigns violate or attempt to violate any of the building, improvement, construction and use restrictions set forth herein, the Developer, and/or the home or property owners association of the respective component of the Planned Unit Development in which the violation occurs in addition to an owner of property therein shall have and is specifically authorized herein to retain counsel and bring legal proceedings in any court of competent jurisdiction for such relief in equity and law as necessary to enforce these restrictions to include obtaining injunctions and damages as may be incurred, and to be reimbursed all court cost, expert and attorney fees incurred in enforcing these

restrictions from the owner or owners adjudged in violation of these restrictions. All lien rights shall be subordinate to first mortgage and security holders.

THUS DONE , READ AND SIGNED at Baton Rouge, Louisiana on this 8th day of February, 2012 in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

MAGNOLIA SPRINGS, L.L.C.

Cynthia Brashers
Print Name: Cynthia Brashers

Melissa Spring
Print Name: Melissa Spring

By: Percy E. Butler, Jr.
Percy E. Butler, Jr., Manager
Caula Butler
Caula Butler

Stephen Spring, NOTARY PUBLIC
NOTARY I.D. NO. 14549

