

ARTICLE X
Architectural Standards and Use Restrictions

10.01 Purpose In order to preserve the natural setting and beauty of the Development, to establish and preserve harmonious and aesthetically pleasing design for the Development and to protect and promote the value of the property, the Lots, Dwellings, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every Owner by acceptance of title to his Lot or Dwelling agrees to be bound by the provisions of this Article X.

10.02 Architectural Review Committee The interim Architectural Review Committee shall consist of one member appointed by Declarant until such time as the Architecture Review Committee of three (3) members is appointed. The interim Architectural Review Committee consisting of one member shall have any and all rights, powers and duties as specified under Article X. The Board of Directors shall establish the Architectural Review Committee which shall consist of three (3) members, all of whom shall be Owners and who may or may not be members of the Board of Directors, provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Association, such members shall not be required to be Owners. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year in the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary any member appointed to the Architectural Review Committee by the Board shall be subject to the prior approval of Declarant until that date which is two (2) years from and after the date on which Declarant's right to appoint and remove officers and directors of the Association is terminated. The Architectural Review Committee shall elect a chairman and he, or in his absence, the vice-chairman, shall be the presiding officer at its meetings. The Architectural Review Committee shall meet at least once every second month, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Review Committee shall constitute the action of the Architectural Review Committee on any matter before it. The Architectural Review Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. Each member of the Architectural Review Committee may be paid a stipend or honorarium from time to time determined and approved by the Board.

10.03 Permitted Improvements, Submittals

- (a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon a part of the Property, including the alteration of the lot and street layout as described on the Plat, except

- (i) such improvements and alterations as are approved by the Architectural Review Committee in accordance with this Article X, or
 - (ii) improvements which pursuant to this Article X do not require the consent of the Architectural Review Committee.
- (b) The Architectural Review Committee is hereby authorized to promulgate from time to time written requirements governing the contents of submissions of plans and specifications and other information including, but not limited to, nature, color, type, shape, height, materials and location of the proposed improvements to evidence compliance with and obtain approval pursuant to Sections 10.05, 10.06, and 10.08 hereof (“Required Submittals”).

10.04 Construction of Improvements

- (a) All buildings, structures, or other improvements (except sidewalks and driveways) on or with respect to any Lot or Dwelling shall be located only within the set-back lines specified on the Subdivision Plat, provided that the Architectural Review Committee shall be empowered to grant variances with respect to such set-back lines.
- (b) No construction or improvements on any Lots or Dwellings shall be undertaken or conducted on any Sunday, except for
 - (i) construction activities of Declarant,
 - (ii) emergency situations involving the potential loss, injury, or damage to person or property, and
 - (iii) as otherwise permitted by the Architectural Review Committee.
- (c) The exterior of any improvement permitted by this Declaration shall be completed within one (1) year after the construction of same and shall have been authorized by the Architectural Review Committee.
- (d) Dwellings may not be temporarily or permanently occupied until the exteriors thereof and landscaping therefor have been completed. No temporary house, shack, tent, barn, other outbuilding or construction trailer shall be permitted on any Lot or Dwelling at my time, except as provided in Section 10.20 hereof and except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, nor shall any stable (except as provided in Section 10.16 hereof), poultry house or yard rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot or Dwelling. During the continuance of construction by Owner, such Owner shall require its contractors to maintain the Lot or Dwelling in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction such Owner shall cause its contractors to immediately remove all equipment,

tools, and construction material and debris from the Lot or Dwelling on which such construction has been completed; and shall provide portable bathroom facilities for all workers until permanent ones have been constructed within the Dwelling.

- (e) Except for those rights reserved to Declarant in Article II, Plan of Development and Article III Property Rights hereof, any proposed reconfiguration of Lots, streets and conservancy areas, or any change in zoning, shall first be approved by the Architectural Review Committee.

10.05 Architectural Approval

- (a) To preserve the architectural and aesthetic appearance of the Development and all improvements therein, the Architectural Review Committee shall adopt promulgate written and graphic design guidelines (the "Design Guidelines") which would achieve harmony with exterior design, location and appearance in relationship to surrounding structures and topography. The Design Guidelines shall be maintained in the office of Declarant and of the Association and shall be available to all Owners. In addition, the Architectural Review Committee is authorized to promulgate from time to time as part of the Design Guidelines described in 10.05(a) hereof additional architectural standards and guidelines applicable to the Development, including, without limitation, restrictions relating to height of improvements above grade, roof pitch, and minimum square footage of Living Space in each Dwelling.
- (b) No construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner, other than Declarant, with respect to the construction or affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, flagpoles, basketball backboards, dog runs and houses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining or any exterior surface), nor shall any off-site improvements, such as streets, drainage and sewerage and water systems, be constructed unless and until the Required Submittals shall have been submitted to and approved in writing by the Architectural Review Committee. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Architectural Review Committee, and the other copy shall be returned to the Owner marked "approved," "approved as noted," or "disapproved." The Architectural Review Committee shall establish a fee sufficient to cover the expenses of reviewing

plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be One Hundred and No/100 (\$100.00) Dollars, and the Architectural Review Committee shall have the right to increase this amount from time to time. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Dwelling that do not affect the exterior appearance without the necessity of approval or review by the Architectural Review Committee.

- (c) The Owner shall pay a damage deposit of Three Hundred and No/100 (\$300.00) Dollars for streets, Common Areas and any other portion of the Development, which may be subject to activity as a result of construction of a Dwelling. The amount of the damage deposit may be changed from time to time by the Architectural Review Committee or as provided otherwise. The Architectural Review Committee shall refund the deposit only upon completion of the Dwelling and only if the streets, Common Areas or other portion of the Development have not been damaged during the course of construction. In the event that streets, Common Areas or any other portion of the Development have been damaged during the course of construction then the deposit shall be forfeited in full to the Association for use in making the necessary repairs.
- (d) Each Owner may be required to create and maintain a drainage way within and immediately adjacent to the interior side or rear lines of his Lot in order to provide and as deemed necessary for drainage as determined by the Architectural Review Committee.
- (e) The Architectural Review Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association provided, however, such discretion shall be exercised to give effect to the Design Guidelines. In connection with approval rights and to prevent excessive drainage of surface water run-off, the Architectural Review Committee shall have the right to establish a maximum percentage of a Lot which may be covered by Dwellings, building, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the Architectural Review Committee, representatives of the Architectural Review Committee shall have the right during reasonable hours to enter upon and inspect any Lot or Dwelling or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event that the Architectural Review Committee shall

determine that such plans and specifications have not been approved or are not being complied with, the Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Architectural Review Committee fails to approve, approve as noted, or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Development as set forth in this Declaration. Upon approval of plans and specifications, no further approval under this Article X shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Review Committee upon any ground which is consistent with the object and purposes of this Declaration and with the Design Guidelines, including aesthetic considerations, so long as such grounds are not arbitrary or capricious.

- (f) No mailboxes shall be installed on any Lot, until specifically authorized by Declarant, and the Board of Directors, and then only in conformity with the design approved by said Board.
- (g) Each Lot shall have a gas light fixture on a post in the front yard in conformity with the design, height, and location approved by the Architectural Review Committee. Declarant shall provide the gas light fixture before the completion of construction.

10.06 Landscaping Approval

- (a) To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner other than Declarant, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Review Committee. A significant portion of each construction budget shall be devoted to landscaping.
- (b) The provisions of Section 10.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, applicable to any proposed landscaping, clearing grading, excavation, or filling. Such plans shall conform to the Design Guidelines and shall include calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural

state, and the Architectural Review Committee shall be entitled to promulgate standards with respect to such ratios. No hedge or shrubbery planting shall be placed or permitted to remain on any Lot or Dwelling where such hedge, shrubbery, or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or street in the Development. The same sight-line limitations shall apply to any Lot or Dwelling within ten (10') feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines unless located within ten (10') feet of a building, no Owner other than Declarant shall be entitled to cut remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6') inch or more at a point of four (4') feet about ground level, without obtaining the prior approval of the Architectural Review Committee, provided that the dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Review Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot or Dwelling by the Owner of such Lot or Dwelling. The Architectural Review Committee reserves the right to require the installation and maintenance of underground irrigation systems in proper working order when water table, tro count, and other relevant factors are considered. All of the landscaping of Lots and Dwellings must be completed prior to occupancy or substantial completion to the Dwelling, whichever date shall first occur.

10.07 Approval Not a Guarantee No approval of plans and specifications and no publication of Design Guidelines or the architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, nor the Architectural Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the term of this Article X, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plan and specifications.

10.08 Building Restrictions First floor elevations shall conform at least to the minimum height established pursuant the Parish Flood Control Ordinance and any

regulations promulgated by the authority having control thereover. FEMA mail shall be kept in the office of the Association for ready review during regular business hours.

The roof pitch of each Dwelling shall be a ratio greater than four and one-half over twelve. To assure that Dwellings and other structures will be located and that the maximum view, privacy, and breeze will be available to each Dwelling or structure, Dwellings and structures shall be located with regard to the topography of each Lot or Dwelling taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Dwellings or structure within the Development. All residential structures constructed on a Lot shall be designed and constructed in compliance with the requirements of the Southern Building Code and other applicable codes.

10.09 Service Yards Each Owner of a Lot or Dwelling shall provide visually-screened areas to serve as service yards in which garbage, receptacles, fuel tanks, wood piles, gas and electric meters, air conditioning equipment, materials, supplies, and equipment which are stored outside by Owners must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least six (6') feet high and may consist of either fencing or landscaping and planting which is approved by the Architectural Review Committee in accordance with the terms of this Article X.

10.10 Use of Lots and Dwellings Except as permitted by Sections 3.10 and 10.20 hereof, and except as any parcel may be specifically restricted otherwise by this Declaration or any amendment or supplement thereto with respect to the Development, each Lot and Dwelling shall be used for residential purpose only and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by a Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer client, or employee traffic, provided that in no event shall a Lot or Dwelling be used as a storage area for any building contractor or real estate developer. Lease or rental of Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease

- (i) is for not less than the entire Dwelling and all of the improvements thereon,
- (ii) is for a term of at least six (6) months, and
- (iii) is otherwise in compliance with rules and regulation as may be promulgated and published from time to time by the Board of Directors.

All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Notwithstanding any provision in this Section 10.10 to the contrary, Declarant, its successors or assigns, if the right is so transferred by Declarant, shall have the perpetual right to designate in writing to the Association from time to time Dwellings which may be leased for such period of time as Declarant shall

determine, including, daily and weekly rentals and for those Dwellings, Declarant or the Owner shall not be required to supply copies of the leases therefor to the Association.

10.11 Exterior Appearance No chain-link fences shall be permitted within the Development, except with regard to old runs within a lot and those fences erected by Declarant. No foil or other reflective materials should be used on any window for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, maintained, nor shall any clothing, rugs, or other items be hung on any railing, fence, hedge, or wall. When not in use, all garage doors shall be kept closed. No projections of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.

10.12 Signs Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on any Lot, to exterior of any improvements located within the Development, or elsewhere on any portion of the Property, without the expressed written permission of the Architectural Review Committee. Notwithstanding the foregoing, the restrictions of the Section 10.12 shall not apply to Declarant. In addition, the Board of Directors, behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those servitude areas established in Section 3.08 hereof.

10.13 Antennas No television antenna, satellite dish, radio receiver, or other similar device shall be attached to or installed on any portion of the Development unless contained entirely within the interior of a building or other structure. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot or Dwelling which may unreasonably interfere with the reception of television or radio signals within the Development; provided, however, that Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development, and should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner may make written application to the Architectural Review Committee for permission to install a television antenna to be located on the exterior of the Dwelling.

10.14 Security Systems, Confidentiality Declarant or the Association shall install a central security system within the Development, with the capability of providing security services to each Dwelling within the Development and for the purpose of controlling access to the Subdivision. Each Owner, at his expense, shall install or maintain a security system within his Dwelling which is compatible with and connected to such central security system and which system has been previously approved by the Architectural Review Committee. Said security system shall operate on a local alarm basis and, with adaptation, shall be monitored by a central station home-monitoring system. All information obtained through the security system and computer monitoring

system shall be privileged and not available except to authorized law enforcement officials. The Board of Directors may, for good cause and upon written request of all affected Owners, release such information to an Owner or other third party.

10.15 Water Wells and Septic Tanks Except those water wells solely for irrigation and heat pumps, no private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot or Dwelling.

10.16 Pets No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that up to two (2) generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether for purposes of this Section 10.16, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the Owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further rights, subject to Section 11.03 hereof, to fine any Owner (in an amount not to exceed \$150.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.

10.17 Nuisance No rubbish or debris of any kind shall be dumped, placed, burned, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot, Dwelling or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot, Dwelling or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior

speakers, horns, whistles, bells, or other sound devices, except security systems and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development not authorized in accordance with the rules and procedures for regular trash pick up, shall be liable to the Association for the actual cost of removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of any assessment next becoming due to which such Owner and his Lot or Dwelling are subject.

10.18 Motor Vehicles, Trailers, Boats, Boat Docks, Etc. Each Owner shall provide for parking of automobiles in enclosed garages equipped with garage doors prior to occupancy of the Dwelling owned or maintained by such Owner. All automobiles owned and used by Owners or Occupants other than temporary guests and visitors shall, as far as possible, be parked in garages. The Board of Directors of the Association shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot or Dwelling or within any portion of the Common Areas (other than areas provided therefor within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pickup trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, all terrain vehicles (ATV's and ATC's), and other similar vehicles, or any of them, from being kept, placed, stored, maintained, or operated upon any portion of the Development if in the opinion of Board of Directors such prohibition shall be in the best interests of the Development. No Owners or other occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling or within any portion of the Common Areas, except

- (i) within enclosed garages or workshops or
- (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

No mobile homes or private boat docks shall be located or constructed within the Development. The prohibitions herein contained shall not apply to Declarant or the Association and, in particular, the construction of Common Area recreational improvements.

10.19 Sales and Construction Activities Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant, its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, or Common Areas, including, without limitation, the installation and operation of sales offices within the Gatehouse or elsewhere in the Development, signs and model Dwellings, all as may be approved by Declarant from time to time, provided

that the location of any construction trailers of any assignees of Declarant's rights under this Section 10.19 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities.

10.20 Time Sharing No Lots or Dwellings may be sold under any time sharing, time-interval, or similar right-to-use programs.

10.21 Tennis Courts and Swimming Pools Each tennis court and/or swimming pool shall be located where the lighting thereof shall be designed to prevent the intrusion of such lighting onto adjacent Lots or Dwellings. All tennis court and overhead swimming pool lights shall be extinguished no later than 10:30 P.M.