

**Master Declaration of Covenants, Conditions, and
Restrictions for The Reserve at Parker District
And
Dedication and Transfer of
Common Areas and Tract PD-2**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this _____ day of _____, 202__, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

DISCOVERY REAL ESTATE AND DEVELOPMENT, LLC (“the Declarant”), a Louisiana limited liability company domiciled in East Baton Rouge Parish, Louisiana, whose mailing address is P.O. Box 86559, Baton Rouge, Louisiana 70879, represented herein by G. Scott Sanchez and Michael Powers, its duly authorized agents;

PARKER DISTRICT-ST. FRANCISVILLE, LLC (“Tract PD-2 Owner”), a Louisiana limited liability company domiciled in East Baton Rouge Parish, Louisiana, whose mailing address is P.O. Box 86559, Baton Rouge, Louisiana 70879, represented herein by G. Scott Sanchez and Michael Powers, its duly authorized agents; and

THE RESERVE AT PARKER DISTRICT PROPERTY OWNERS ASSOCIATION, INC. (“the Association”), a Louisiana non-profit corporation domiciled in East Baton Rouge Parish, Louisiana, whose mailing address is P.O. Box 86559, Baton Rouge, Louisiana 70879, represented herein by G. Scott Sanchez, its duly authorized President;

who did depose and say that the Declarant is the owner of that certain parcel of property comprising The Reserve at Parker District, in West Feliciana Parish, Louisiana (“the Property”) containing Lots 1 through 50, inclusive, plus Common Areas and Tract PD-2, and which property is shown on a map entitled “Final Plat of The Reserve at Parker District (A Residential Planned Unit Development) formerly Tract C of the Burnett Parker, LLC Property, Located in Sections 44& 68, T-3-S, R-3-W, Greensburg Land District, West Feliciana Parish, Louisiana, for Discovery Real Estate and Development, LLC” prepared by Boyd Holmes Engineering, Incorporated, on file and of record in the official records of the Clerk of Court and Recorder for West Feliciana, Louisiana (“the Final Plat”).

Recitals

Declarant is the Owner of the real Property identified as The Reserve at Parker District, as more particularly described in Exhibit A attached hereto (the "Property")

The Property is made a part of this Master Declaration of Covenants, Conditions and Restrictions for The Reserve at Parker District (as may be amended from time to time, this "Declaration"); it is intended that the Property described on Exhibit A be subject to this Declaration;

Declarant believes that the establishment of covenants, conditions, restrictions, easements, reservations, rights-of-way, servitude and other provisions of this Declaration will enhance the value of the Property; and

Declarant intends that the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitude and other provisions of this Declaration shall run with the Property, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property, and their heirs, successors and assigns.

Therefore, in consideration of the premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant executes this Declaration affecting the Property, and by this Declaration, imposes upon the Property the restrictions, conditions, liens and servitudes hereinafter set forth.

Article I. **GENERAL PROVISIONS**

This article provides the duration of the Declaration and other general provisions.

Section 1.01 **Purpose.** The Property plan is established to enhance the Property values of the Property and the amenities in the Property, to ensure the best use and most appropriate development and improvement of the Property, preserve, so far as practical, the natural beauty of the Property, prevent construction of poorly designed or proportioned structures on the Property, obtain harmonious color schemes, prevent haphazard and inharmonious Improvements of the Property, secure and maintain consistent architectural appearance from streets, provide for adequate rights-of-way on the Property, and generally provide for quality Improvements on the Property, thereby enhancing the value of investments of the Owners of the Property.

Section 1.02 **Duration.** The covenants, conditions and restrictions of this Declaration shall run with and shall inure to the benefit of and shall be binding upon the (a) Property (and any re-subdivision thereof), (b) the Declarant and it's successors and assigns, (c) the Association, and (d) all Owners and Persons having or hereafter acquiring any right, title, or interest in the Property and their respective heirs and personal representatives for a period of twenty (20) years from this date. After expiration of the initial twenty (20)

year term, this Declaration shall be automatically extended for successive periods of ten (10) years. These covenants, conditions, and restrictions shall be binding restrictions in accordance with Louisiana Civil Code article 775, et seq.

Section 1.03 **Development of Property.** The Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, and restrictions set forth in this Declaration.

Article II. **DEFINITIONS**

This article defines words and phrases used throughout the Declaration.

Any terms not found here in shall have the meaning set forth in the PUD and in the Design Guidelines, which are incorporated herein by reference. To the extent any terms not defined herein, are not defined in the PUD or in the Design Guidelines, but are defined in the Comprehensive Zoning Ordinance or Subdivision Regulations, the terms shall have the meaning as defined in the Comprehensive Zoning Ordinance or Subdivision Regulations of the Town of St. Francisville on October 1, 2020. To the extent that the Comprehensive Zoning Ordinance or Subdivision Regulations of the Town of St. Francisville is amended after October 1, 2020, such amendments shall not change the meaning of the defined terms.

Section 2.01 **Accessory Building.** Accessory building shall have the meaning as defined in the Design Guidelines.

Section 2.02 **Appointment Period.** Appointment Period shall mean the period of time commencing as of the date of recordation of this Declaration and continuing on until the date on which Declarant, or its successors and assigns, no longer holds the title to any of the Lots, tracts, or other areas comprising the Property.

Section 2.03 **Architectural Control Board.** Architectural Control Board or ACB shall mean The Reserve at Parker District Review Board as elected pursuant to this Declaration.

Section 2.04 **Articles of Incorporation.** Articles of Incorporation shall mean the Articles of Incorporation of the Association, as amended from time to time and referred to in this Declaration.

Section 2.05 **Assessment.** Assessment shall collectively mean Common Assessments, Phase Assessments, Special Assessments, Reimbursement Assessments, or any other assessments levied hereunder.

Section 2.06 **Assessment Period.** Assessment Period shall mean the period selected by the Board of Directors for the levying, determining, and assessing of the Common Assessments under this Declaration.

Section 2.07 **Association.** Association shall refer to The Reserve at Parker District Property Owners Association, Inc., a Louisiana nonprofit corporation, and its successors and assigns, as referred to in this Declaration.

Section 2.08 **Association Functions.** Association Functions shall mean all functions of, for and on behalf of the Association that are necessary or proper under this Declaration, and shall include, without limitation: (a) providing management and administration of the Association; (b) maintaining the Common Areas; (c) assessing and collecting Assessments; (d) incurring reasonable attorney's fees, Managers' fees and accountants' fees; (e) obtaining casualty insurance, liability insurance and other insurance for the Association; (f) obtaining errors and omissions insurance for officers, directors and agents of the Association; (g) obtaining fidelity bonds for any person handling funds of the Association; (h) paying real estate, personal Property or other taxes levied against the Common Areas; (i) incurring filing fees, recording costs and bookkeeping fees; (j) obtaining and maintaining offices and office furniture and equipment if necessary; (k) performing such other reasonable and ordinary administrative tasks associated with operating the Association; (l) coordinating with the Architectural Control Board to review and approve construction and design plans; (m) enforcing restrictions and the terms of this Declaration; and (n) ensuring that the Common Areas are operated in a manner that promotes use by Owners and guests.

Section 2.09 **Balcony.** Balcony shall have the meaning as defined in the Design Guidelines.

Section 2.10 **Board of Directors.** Board of Directors or Board shall interchangeably mean the Board of Directors of the Association.

Section 2.11 **Budget.** Budget shall mean a written itemized estimate of the expenses to be incurred in performing functions under this Declaration and prepared pursuant to Section 8.04.

Section 2.12 **By-laws.** By-laws shall mean the By-Laws of the Association, adopted by the Board of Directors, as amended from time to time.

Section 2.13 **Common Areas.** Common Area(s) shall mean that portion of the Property which are designed as Common Areas by Declarant, which may include, but shall not be limited to, parks, squares, gardens, trails, paths, green space, streets, rights-of-way, alleys, or Common Areas reflected as Common Areas on the Final Plat. Common Area(s) also includes any Improvements on that immovable Property and all servitudes designated as Common Areas by Declarant. Tract PD-1 designated on the Final Plat as "Open Space Common Area" and the Private Streets and Drives dedicated to the Association are the Common Areas. Tract PD-2 designated on the Final Plat as "Preserved Natural Area" is not a Common Area; however Tract PD-2 Owner shall have the right to transfer, donate, or sell Tract PD-2 to the

Association at any time and the Association shall accept such transfer (subject to Rules and Regulations and vested rights established by this Declaration, the Declarant, or Tract PD-2's owner). Declarant reserves the right to modify the Common Areas as indicated on a Final Plat from time to time. The Final Plat shall be controlling and will govern in the event of any such modification. The Declarant reserves the right to dedicate any part of the Common Areas to the public or to grant servitudes for public use. Designation as common area on a Final Plat shall not be deemed an implied exclusive dedication to the Owners, the Association, the public, or any other Person.

Section 2.14 **Common Assessment.** Common Assessment shall mean the assessments made for the purpose of covering all expenses incurred by, or assessed to, the Association for the purposes of fulfilling obligations of the Association, and promoting the recreation, health, safety and welfare of the Owners of the Property and to provide services and facilities devoted to such purposes and related to the use and enjoyment of the Common Areas. Assessment proceeds shall be used by the Association to pay taxes and insurance on the Common Areas and for repairs and additions to, and replacement of, the Common Areas and improvements located thereon or used in connection therewith, and for the cost of services, labor, equipment, materials, management, and supervision incurred in connection with the Common Areas in any way connected with the fulfillment of the purposes set forth above. Common Assessments shall include Common Area Assessments

Section 2.15 **Common Area Assessments.** Common Area Assessments are Common Assessments for the maintenance of Common Areas as set forth in Section 8.03 and allocated to Lots.

Section 2.16 **Declarant.** Declarant shall mean Discovery Real Estate and Development, LLC, its successors and assigns. A person shall be deemed a "successor and assign" of the Declarant only if specifically designated in a duly recorded written instrument as a successor or assign of the Declarant, and then only as to the particular rights or interests of the Declarant under this Declaration.

Section 2.17 **Declaration.** Declaration shall mean this Master Declaration of Covenants, Conditions and Restrictions for The Reserve at Parker District, as amended and/or supplemented from time to time.

Section 2.18 **Design Guidelines.** Design Guidelines shall collectively mean the Design Guidelines for The Reserve at Parker District attached hereto as Exhibit B, together with all amendments and modifications to the same adopted hereafter pursuant to the terms hereof. Nothing herein shall prohibit the ACB from amending, modifying, supplementing, altering, or otherwise changing any provisions of the Design Guidelines from time to time; provided, however, that any such amendments, modifications, supplements, alterations, or changes shall not require an Owner to alter Improvements previously approved and built in accordance with the version

of the Design Guidelines in effect at the time of approval of the Improvements by the ACB.

Section 2.19 **Final Plat.** Final Plat shall mean a recorded final plat or final development plan affecting the Property.

Section 2.20 **Frontage or Frontage Line.** Frontage or Frontage Line shall mean the dimension of the Lot facing the thoroughfare that is designed for the most traffic whether for vehicular passage or pedestrian passage.

Section 2.21 **Ground Floor.** Ground Floor shall mean the floor of a building at ground level.

Section 2.22 **Height.** Height shall have the meaning as defined in the Design Guidelines.

Section 2.23 **Improvements.** Improvements shall mean all buildings, improvements, fixtures, canopies, outbuildings, or other structures and any appurtenances thereto of every type or kind built on the Property. Improvements shall include, without limitation, walls, fire walls, patios, patio covers, awnings, decorations, exterior surfaces, additions, walkways, sprinkler systems, utility connections, pools, fountains, mailboxes, garages, carports, roofs, chimneys, sidewalks, driveways, parking areas, roadways, lanes of travel and related drives, ramps, loading docks, delivery areas, service corridors, lighting, signs, seating areas, fences, gates, screening walls, terraces, retaining walls, stairs, decks, fixtures, landscaping, satellite dishes, hedges, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennae, equipment, solar panels, and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services, and the painting or redecorating of such.

Section 2.24 **Landscape Guidelines.** Landscape Guidelines shall collectively mean the Landscape Guidelines for The Reserve at Parker District included as part of the Design Guidelines attached here, together with all amendments and modifications to the same adopted thereafter pursuant to the terms thereof. Nothing herein shall prohibit the ACB from amending, modifying, supplementing, altering or otherwise changing any provisions of the Landscape Guidelines from time to time; provided, however, that any such amendments, modifications, supplements, alterations or changes shall not require an Owner to alter landscaping previously approved and installed in accordance with the version of the Landscape Guidelines in effect at the time of the approval of the landscaping by the ACB.

Section 2.25 **Lot.** Lot shall mean any portion of land within the Property upon which Improvements may be constructed and which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a separate Lot, townhouse unit or parcel on a Final Plat.

Section 2.26 **Manager.** Manager shall mean any one or more persons or management companies employed by the Association to perform any of the duties, powers or functions of the Association. The Manager shall be reasonably compensated to perform these duties, powers and functions.

Section 2.27 **Mean Roof Height.** Mean Roof Height shall have the meaning as defined in the Design Guidelines.

Section 2.28 **Member.** Member shall mean the person, or if more than one (1), all persons collectively, who constitute the Owner of a Lot. There shall only be one (1) Member per Lot but the Declarant shall have the right to (a) allocate classes of Members based on the use of each Lot; and (b) allocate Voting Power based on different allocated classes of Members. If a Member is designated to represent and vote for such entity in its capacity as a Member.

Section 2.29 **Mortgage.** Mortgage shall mean any unreleased mortgage or other similar instrument of Record, given voluntarily by an Owner, encumbering the Owner's Lot to secure the performance of any obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. "Mortgage" shall not include a judgment lien, mechanic's lien, tax lien or other similar involuntary lien or involuntary encumbrance upon a Lot.

Section 2.30 **Mortgagee.** Mortgagee shall mean the Person who is the mortgagee under a Mortgage and the successors and assigns of such Person as holder of the Mortgage interest.

Section 2.31 **Outbuilding.** Outbuilding shall have the meaning as defined in the Design Guidelines.

Section 2.32 **Owner.** Owner shall collectively mean a Person or all Persons (including Declarant) who hold full or partial title of Record to a Lot in the Property.

Section 2.33 **Parking.** Parking shall mean an open area intended for the parking of automobiles.

Section 2.34 **Person.** Person shall mean a natural person, a corporation, a partnership or any other entity.

Section 2.35 **Porch.** Porch shall have the meaning as defined in the Design Guidelines.

Section 2.36 **Private Streets and Drives.** Private Streets and Drives shall mean the hard surfaced concrete roadways such as District Alley, Narrow Ridge Pass, Lost Trail Pass, Gaspers Trace, Parkside Lane, Cottage Way, and Retreat Row providing access to Lots as shown on the Final Plat and maintained by the Association as Common Areas.

Section 2.37 **Property.** Property shall mean the Property as described in Exhibit A, as amended and resubdivided from time to time.

Section 2.38 **PUD.** PUD shall mean a Planned Unit Development as defined in Section 2.2 of Appendix A- Zoning of the Code of Ordinances of the Town of St. Francisville, Louisiana, as may be amended.

Section 2.39 **Record, Recorded or Recordation.** Record, Recorded or Recordation shall interchangeably mean the filing for record of any documents in the mortgage and/or conveyance records of West Feliciana Parish, Louisiana.

Section 2.40 **Reimbursement Assessment.** Reimbursement Assessment shall mean a charge against an Owner and such Owner's Lot representing any expenses incurred, any fines assessed, and any costs of collection thereof, by the Association for an Owner's failure to perform any obligations under the Declaration or for such damages incurred through the action or inaction of an Owner in performing obligations or attributing to a violation of the Declaration.

Section 2.41 **Reserve Fund.** A Reserve Fund shall mean the segregated fund created and described in Article 8 which shall be used by the Association for the maintenance of District Alley, Narrow Ridge Pass, Lost Trail Pass, Gaspar Trace, Parkside Lane, Cottage Way, and Retreat Row.

Section 2.42 **Rules and Regulations.** Rules and Regulations shall mean the rules and regulations adopted by the Declarant and/or the Association from time to time pursuant to this Declaration.

Section 2.43 **Special Assessment.** Special Assessment shall mean a charge against an Owner and such Owner's Lot representing a portion of the costs to the Association, pursuant to the provisions of Section 8.10 hereof.

Section 2.44 **Supplemental Declaration.** Supplemental Declaration shall mean any declaration that is established by the Declarant or Association and implements additional declarations, covenants, conditions, restrictions, regimes and/or servitudes on all or any portions of the Property.

Section 2.45 **Tract PD-1.** Tract PD-1 designated on the Final Plat as "Open Space Common Area" is not a building site. It is hereby dedicated to The Reserve at Parker District Property Owners Association, Inc. as a Common Area. The Association shall own and use Tract PD-1 subject to rules and regulations, servitudes, and vested rights as established by the Declaration and Final Plat of The Reserve at Parker District. Tract PD-1 has been established to satisfy the "Open Space" requirements of the Town of St. Francisville PUD Ordinance, Section 6.3(B). The Reserve at Parker District Property Owners Association, Inc. shall have full responsibility for all maintenance and repair of Tract PD-1.

Section 2.46 **Tract PD-2.** Tract PD–2 designated on the Final Plat as "Preserved Natural Area" is not a building site. It is dedicated to Parker District- St. Francisville, LLC to own, manage, use and preserve subject to the servitudes and requirements of the US Army Corps of Engineers Permit Number MVN 2019-00150-CF and Louisiana Department of Environmental Quality Certification, WQC 191003-02. It is further subject to rules and regulations, servitudes, and vested rights as established by the Declaration and Final Plat of The Reserve at Parker District. Parker District- St. Francisville, LLC shall have full responsibility for all maintenance and repair of Tract PD–2. In the event Tract PD-2 Owner or any subsequent owner of Tract PD-2 decides to convey title of Tract PD-2 to the Association, Tract PD-2 will become, as of the time of ownership by the Association, included as an additional Common Area subject to all the provisions of this Declaration.

Section 2.47 **Voting Power.** Voting Power shall mean the number of total votes in the Association to which a Member is entitled hereunder. The Declarant shall have the right to (a) allocate classes of Members based on the use of each Lot; and (b) allocate voting rights and Voting Power based on different allocated classes of Members.

Section 2.48 **Yard.** Yard shall have the meaning as defined in the Design Guidelines.

Article III. **ASSOCIATION**

This article explains how the Association is managed and appoints the members of the Board of Directors of the Association

Section 3.01 **Purpose** The Association has been established to maintain and administer the Common Areas, to manage, operate, care for, and repair the Common Areas and keeping the same in a safe, attractive and desirable condition for use and enjoyment as well as perform other necessary obligations. The Association is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers, and rights set forth in this Declaration, the Articles of Incorporation, and the By-laws. Management, membership, and voting rights in the Association shall be set out in the Articles of Incorporation, By-laws and the Declaration. The numbers, term, election and qualifications of the Board of Directors shall be fixed in the Articles of Incorporation and/or the By-laws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to managers, to officers of the Association, or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, manager, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration.

Section 3.02 **Membership**. The Members of the Association shall be composed of the Owners of the Property. The Association is formed to carry out the duties with regard to the Property, including but not limited to, the Association functions and to advise the Board of Directors of enforcement actions necessary to bring Improvements in compliance with the Declaration.

Section 3.03 **Appointment Period**. During the Appointment Period, the Board of Directors shall be composed of up to five (5) individuals. The initial members of the Board of Directors shall be appointed by the Declarant, as set forth below. During the Appointment Period, any or all members of the Board of Directors may be removed or replaced at any time by Declarant. After the Appointment Period, the Board of Directors shall be composed of up to seven (7) individuals elected by a majority of the Voting Power of the Members of the Association.

Section 3.04 **After Appointment Period**. Following the Appointment Period, the members of the Board of Directors shall serve for two (2) year staggered terms, unless removed by majority of the Voting Power of the Members of the Association prior to expiration of the term, and shall serve without pay or any other compensation. The initial members of the Board of Directors are:

G. Scott Sanchez
5826 Alexander Drive
Saint Francisville, LA 70775

Allison Sanchez
5826 Alexander Drive
St. Francisville, LA 70775
and

Michael Powers
425 Gardere Lane
Baton Rouge, LA 70820

Section 3.05 **Declarant Control**. During the Appointment Period, the Declarant shall have the right to designate which Common Areas are open to the general public and designate limited use of particular Common Areas by certain Owners, guests and others as defined by the Declarant. The Association shall continue to allow Owners, and guests, and others as defined by the Declaration to use the Common Areas. The Association shall have no right to permanently close any Common Areas unless defined by the Declaration.

Section 3.06 **Architectural Control Board**. The Architectural Control Board (sometimes referred to as the "ACB") shall be a committee of the Board and will be formed to assist the Association in carrying out its duties with regard to improvement on Lots, including but not limited to, the approval or disapproval of construction and design plans for Improvements and to advise the Board of Directors of the Association of enforcement actions necessary

to bring Lots into compliance with this Declaration. In the event of a conflict between the Board of Directors and the ACB, the Board of Directors will have the final discretion. During the Appointment Period, the Declarant shall have the right to appoint and remove the members of the ACB at any time and at its sole discretion. The Declarant may also designate the number of individuals on the ACB during the Appointment Period. Following the Appointment Period, the ACB shall be comprised of five (5) individuals appointed by the Board of the Association who may also be members of the Board of Directors. Although not required, the Declarant recommends that the Board of Directors appoint members of the ACB that represent all house types in the PUD. The ACB shall have the power to hire and discharge consultants and professionals to assist in its duties, such expenses paid by the Association.

Section 3.07 **Membership in Association.** The members of the Association shall be composed of the Owners of the Property, but the Declarant reserves the right to have Members appoint representatives to represent them in Association meetings, in lieu of having the individual Owners attend and vote in Association meetings. The person or persons who constitute the Owner of a Lot shall automatically be the holder of the membership in the Association appurtenant to that Lot, and such memberships shall automatically pass with the Ownership of the Lot. Declarant shall hold a separate membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from Ownership of a Lot, except that an Owner may assign some or all of such Owners rights as an Owner to use Improvements or otherwise and as a member of the Association to a mortgagee; however, in no event shall a mortgagee be permitted to relieve such Owner of the responsibility for fulfillment of all the obligations of an Owner under this Declaration.

Section 3.08 **Voting Power of Members.** The Declarant shall have all voting power during the Appointment Period. Following the Appointment Period, the voting power by which each member or their representative shall have the right to cast votes for the election of the Board of Directors of the Association and for other matters affecting the Association shall be determined by the Declarant. Declarant shall have the right to allocate classes of Members based on each Lot type and allocate voting rights and voting power based on different allocated classes of Members.

Section 3.09 **Proxy.** To the extent that a Member is entitled to vote at any meeting of the Association, such Member may vote by proxy provided such proxy is in writing and signed by the member or his duly authorized attorney-in-fact. All such proxies shall be filed with the Association prior to the commencement of the meeting and shall be retained in the records of the Association. A proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the member or by the actual appearance of the member at the meeting. Except with respect to proxies in favor of a mortgagee, no proxy shall be valid for a period in excess of one-hundred eighty (180) days after the execution thereof.

Article IV.
DUTIES AND POWERS OF THE ASSOCIATION

This Article explains the authority of the Association, the extent of its powers, and the guidelines it must follow in carrying out its responsibilities.

Section 4.01 **General Duties and Powers of the Association.** The Association has been formed to further the common interest of Owners and guests. The Association, acting through the Board or through persons to whom the Board has delegated such powers, shall have the duties and powers set forth herein and in general the power to further the common interest of Owners, to maintain, improve and enhance the use of the Property, including the Common Areas. The Association shall not assume responsibility of a Lot Owner, unless such responsibility is needed to abate a nuisance or allowed under this Declaration.

Section 4.02 **Acceptance of Property and Facilities Transferred by Declarant or Tract PD-2 Owner.** The Association shall accept the title or other rights, such as servitude rights, to any portion of the Property, including any Improvements and personal property transferred to the Association by Declarant or the Tract PD-2 Owner and any equipment related thereto, together with the responsibility to perform any and all Association functions. Property interests transferred to the Association by the Declarant may include ownership, acts of servitude, leases, and rights of use. Any property or interest in property located in this Property transferred to the Association by Declarant, Tract PD-2 Owner or any other owner shall be transferred to the Association subject to rules and regulations established by the Declarant and the terms of this Declaration, and any easements, rights-of-way, reservations, covenants, conditions, restrictions, and servitude or other encumbrances. Nothing herein obligates the Tract PD-2 Owner to transfer title to Tract PD-2 to the Association. However, in the event that Tract PD-2 Owner or any subsequent owner of Tract PD-2 desires to transfer title of Tract PD-2 to the Association, Tract PD-2 shall become part of the Common Areas and all duties and powers of the Association in regards to Common Areas shall then include Tract PD-2 as well.

Section 4.03 **Duty to Manage and Care for the Property.** The Association shall manage, operate, care for, maintain, and repair all Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of Owners and guests. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary under this Declaration for the proper performance of its duties and the proper maintenance and operation of the Common Areas and any future property.

Section 4.04 **Duty to Pay Taxes.** The Association shall pay all taxes and assessments levied upon the Common Areas and all taxes and assessments payable by the Association.

Section 4.05 **Duty to Maintain Casualty Insurance.** The Association shall obtain and keep in full force and effect at all times to the extent

reasonably obtainable, “all risk“ insurance coverage with respect to all insurable Improvements and personal property located on the Common Areas (whether owned by the Declarant or the Association), including coverage for vandalism and malicious mischief. The Owner of such property shall be named as the loss payee on such policy.

Section 4.06 **Duty to Maintain Liability Insurance.** The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, commercial general liability insurance coverage, liability for bodily injury and property damage. The Board of Directors shall have the authority to determine the reasonable amount of coverage in its sole discretion.

Section 4.07 **Duty to Prepare Budgets, Levy and Collect Assessments, and Provide Financial Reports.** The Association shall prepare budgets for the Association as elsewhere provided in this Declaration. The Association shall levy and collect assessments as elsewhere provided in this Declaration. The Association shall provide for annual financial report of the accounts of the Association. Copies of the report shall be made available to any Member who requests a copy upon payment by such Member of the reasonable cost of copying.

Section 4.08 **Power to Adopt Rules and Regulations.** The Association may from time to time adopt, supplement, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Common Areas and the use of any other property within the Property, including Lots. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given to each Member at the email address or other address for notice to Members as elsewhere provided in this Declaration or in the By-Laws.

Section 4.09 **Power to Enforce Declaration and Rules and Regulations.** The Association may promulgate, administer, and enforce all provisions of the Declaration and any rules and regulations adopted pursuant to the Declaration, the Articles of Incorporation, or the By-laws of the Association.

Section 4.10 **Parking and Driving.** The Association may make Rules and Regulations concerning driving and parking within The Reserve at Parker District and may construct speed bumps, post speed limit or other traffic signs, and take any other reasonable measures to discourage excessive speed and encourage safe driving.

Section 4.11 **Restrictions on Architects and Builders.** The Association, through the ACB, shall have the power to determine that any designer, builder, contractor or architect is unsuitable for design, construction or architectural work on any Lot within The Reserve at Parker District and to prohibit them from working on any project on the Property.

Contractors that are approved by the Association to perform work within the Property shall be required to sign the construction agreement form provided by the Association.

Article V.

GENERAL RESTRICTIONS APPLICABLE TO LOTS

This Article details the specific requirements and specifications applicable to Lots.

Section 5.01 **Prior Plan Approval.** All plans for the construction, repair, or physical alteration of any Improvements to or on a Lot shall comply with the Design Guidelines, PUD requirements of the Town of St. Francisville, Declaration and Supplemental Declarations, and shall be submitted to the ACB in advance according to the Design Guidelines attached as Exhibit B.

Section 5.02 **Design Fee.** The ACB shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, inspectors, or attorneys retained in accordance with the terms hereof. The initial review fee shall be set at Three Hundred and 00/100 Dollars (\$300). In the event that any submitted plans are withdrawn by the applicant or materially modified by the applicant, the ACB reserves the right to charge the applicant an additional review fee. For subsequent Improvements, changes, or alterations of any kind made on the Lot, the amount of the review fee shall be determined by the ACB.

Section 5.03 **Specific Plan Requirements.** No Improvements shall be commenced, erected, or maintained, nor shall any addition, change, or alteration of any kind be made on a Lot, until the plans showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, and the grading and drainage plan of the Lot and plans for landscaping of the Lot on which Improvements are to be erected and all other requirements of the Design Guidelines and Landscape Guidelines shall have been submitted to and approved in writing by a majority vote of the ACB and a copy thereof as finally approved filed permanently with the ACB.

Section 5.04 **Submission of Plans.** Plans shall be submitted as required by Design Guidelines and shall include the specifications and scales required by the Design Guidelines and Landscape Guidelines, as applicable.

Section 5.05 **Scope of Review.** The ACB shall review the plans and construction documents to determine that the Improvements thoroughly comply with the Design Guidelines, PUD, and all of the restrictions set forth in this Declaration and any Supplemental Declarations. The ACB's approval of construction plans for a Lot is limited and does not include structural design or engineering. The criteria for approval by the ACB is both objective with regard to rule compliance and subjective with regard to the harmonious and aesthetically pleasing aspects of the Improvement. The ACB shall have the right to approve, approve with stipulations, or disapprove any plans and

specifications submitted at its sole and uncontrolled discretion, and may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. Each Owner hereby agrees to such subjective criteria for approval by the ACB. Failure of the ACB to review, approve, or disapprove plans shall not be considered an approval.

Section 5.06 **Finality of Decision.** An Owner may appeal a decision made by the ACB by petitioning the Board of the Association to review the decision. The decision reached by the Board of the Association shall be in its sole discretion and shall be final, binding and non-appealable.

Section 5.07 **Variances.** The ACB, at its sole and uncontrolled discretion, has the right to approve any waivers or deviations from the Design Guidelines, this Declaration, or Supplemental Declarations that it deems appropriate. Variances shall not be approved based on existing precedents nor shall approved variances be considered precedents for future applications. The Association shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against an Owner to enforce these restrictions. Any variance granted shall be considered unique and will not set precedence for future decisions.

Section 5.08 **Limited Effect and Duration of Approval.** The ACB's approval of submitted plans and specifications has no effect other than to satisfy the requirement that approval must be obtained prior to the commencement of construction of any Improvements. Approval of submitted plans and specifications *does not* (a) establish that construction completed in accordance with the submitted plans will not violate any of the other protective covenants of the Declaration, (b) constitute approval of any variance of any protective covenant which the ACB or the Board of Directors is authorized to allow in accordance with the terms of these Restrictions, unless expressly stated by the ACB or Board of Director's in writing, or (c) establish that construction completed in accordance with the submitted plans will conform to any applicable laws, ordinances, building codes, rules, and regulations. Construction of Improvements pursuant to approved plans and specifications must commence within six (6) months after the plans and specifications are approved by the ACB. In the event construction is not commenced within this six (6) month period, the Owner must resubmit plans and specifications for approval unless the ACB waives resubmission.

Section 5.09 **Construction Deposit.** Each approval of plans by the ACB shall be contingent upon payment of a non-interest bearing construction deposit of \$1,500.00 payable to the Association. The purpose of the construction deposit is to ensure a clean job site, compliance with this Declaration, overall community appearance, and that all construction is completed in accordance with approved plans and specifications. In the event any Owner fails to correct any construction problem within fifteen (15) days after receipt of written demand from the ACB or the Association, the ACB or the Association may (but is not obligated to) cause the required corrective measures to be taken. The ACB and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred in connection therewith shall be paid from the construction deposit and any excess shall be deemed to be a

Reimbursement Assessment against the Lot, and the Owners thereof may be assessed, together with interest, fees and costs, the same as the Common Assessments. Once construction and landscaping is completed to the satisfaction of the ACB, the unused balance of the construction deposit, if any, will be returned to the Owner.

Section 5.10 **Landscape Deposit.** Each approval of plans by the ACB shall be contingent upon payment of a non-interest bearing landscape deposit of \$ 250.00 payable to the Association. The purpose of the landscape deposit is to ensure compliance with the Declaration, overall community appearance, and that all landscaping is completed in accordance with approved plans and specifications. In the event any Owner fails to complete all landscaping within the period allowed under the or to correct any other landscaping problem within fifteen (15) days after receipt of written demand from the ACB or the Association, the ACB or the Association may (but is not obligated to) cause the required work to be completed. The ACB and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred in connection therewith shall be paid from the landscape deposit and any excess shall be deemed to be a Reimbursement Assessment against the Lot, and the Owners thereof may be assessed, together with interest, fees and costs, the same as the Common Assessments. Once construction and landscaping is completed to the satisfaction of the ACB, the unused balance of the construction deposit, if any, will be returned to the Owner.

Section 5.11 **Indemnification of ACB.** Each member of the ACB shall be indemnified against all liabilities and expenses, including attorneys' fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the ACB at the time such expenses are incurred, unless the member of the ACB is adjudged guilty of willful malfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the ACB may be entitled, but shall be in addition to such other rights.

Section 5.12 **Restrictions on Improvements.** All Improvements on each Lot shall comply with the Design Guidelines, Landscape Guidelines, Final Plat, and PUD Regulations of the Town of St. Francisville.

Section 5.13 **Automobiles and Parking.** All automobiles owned or used by Owners or occupants of Lots shall be parked in garages in compliance with the garage design. The Association shall have the authority to create Rules and Regulations to govern vehicle operation and parking. No Owner or occupant of any Improvement on any Lot shall repair or restore any vehicle of any kind upon any Lot outside of an enclosed Improvement. The repair and/or restoration must not be viewed from the street. All garage doors must remain closed when not in operation.

Section 5.14 **Motorized Vehicles and Bicycles.** Motorized vehicles, motorcycles, motorized bikes, scooters, mopeds, golf carts, and bicycles

shall be stored or parked on Lots in garages, carports or other enclosed areas approved by the Association and must be completely screened from view.

Section 5.15 **Fencing and Walls.** All fences and walls must follow the specifications provided in the Design Guidelines.

Section 5.16 **Remodeling and Additions.** Any and all work that affects the exterior appearance of the Improvements on a Lot must comply with the Design Guidelines and have prior approval from the ACB. This includes, but is not limited to, painting, additions, landscape features, and fencing.

Section 5.17 **Construction Hours.** The Association reserves the right to establish Rules and Regulations designating construction hours and no construction shall be conducted outside of such hours.

Section 5.18 **Seasonal Decorations.** The Association reserves the right to establish Rules and Regulations regarding seasonal decorations limiting the size, sound, and number of such decorations as well as the timeframe in which such seasonal decorations can remain on a Lot.

Section 5.19 **Recreational Items.** Recreational items such as basketball goals, soccer goals, playgrounds, swing sets, trampolines, toys and miscellaneous equipment, etc. are prohibited in front yards of Lots, in locations that may be viewed from the street, or in locations that may cause a nuisance to surrounding neighbors.

Section 5.20 **Completion of Improvements.** The Owner of any Lot shall not commence the construction of any Improvements until plan approval has been obtained from the ACB. Lot Owners must submit plans for construction of the primary residence within eighteen (18) months of Lot purchase. The exterior of construction of any Improvements started on a Lot must be completed within a period designated by the Association (not to exceed nine (9) months following the pouring of the foundation for such Improvements); provided, however the Association may grant a longer time period for completion on a case by case basis, depending on the size of such Improvements being constructed and other considerations. If such Improvements are not completed within the time period specified in this section, then the Owner shall immediately remove the debris from the Lot and restore the landscaping to its original condition. In the event that the Owner fails to remove and restore, the Association shall have the right to (1) implement a daily fine for such failure and collect the same as a deduction from the Construction Deposit or as Reimbursement Assessment or otherwise; (2) remove and restore and the Association shall have the right to assess the Owner for an administrative fee in an amount equal to the costs as a Reimbursement Assessment, as well as the forfeiture of the Construction Deposit.

Section 5.21 **Landscaping.** Landscaping plans must be submitted to the ACB for approval according to the Design Guidelines. Landscaping must

comply with the requirements of the Landscape guidelines. Proper landscaping must be installed before issuance of a final certificate of occupancy. This requirement may be waived given proven weather restrains at the time of completion. In the event that the Owner fails to complete all landscaping within the period allowed or to correct any other landscaping problem within fifteen (15) days after receipt of written demand from the Association or the ACB the Association may (but is not obligated to) cause the required work to be completed. The Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred in connection therewith shall be paid from the landscape deposit and any excess shall be deemed to be an additional assessment against the Lot, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a Reimbursement Assessment, as well as the forfeiture of the Landscape Deposit.

Section 5.22 **Mailboxes.** To the extent mailboxes are permitted on a Lot, all mailbox designs and locations must be submitted to the ACB for approval. The Association may require a specific mailbox design or centralized mailbox stations throughout the Property.

Section 5.23 **Pets.** Only customary domestic household animals are permitted (such as dogs, cats, and fish), and shall not be of such kind or disposition, or kept in such numbers, as to cause a nuisance or danger. Animals shall not roam freely but must be leashed. No pets, animals, or fowl may be kept or maintained for commercial purposes or for breeding, and animals such as chickens, rabbits, fowl, goats, pigs, snakes, and reptiles are specifically prohibited and shall not be deemed customary domestic household animals. No pet's excrement shall be left on any Lot or a Common Area. Pets shall not be permitted upon any Lot or Common Area unless accompanied by an adult and unless carried or on a leash. Any Owner who keeps or maintains any pet shall be deemed to have indemnified and agreed to hold the Declarant, Association, and other Owners free and harmless from any loss, claim, or liability of any kind or character arising by reason of keeping or maintaining such pet on the Property. The Association may designate specific pet areas in the Rules and Regulations and Owners shall be responsible for cleaning up after their pet. Any animal or pet that creates a nuisance, disturbance, danger or noise may be permanently removed prohibited from the Common Areas and any Lot. All pets shall be subject to the Rules and Regulations. All pets shall be registered and inoculated as required by law. The Association may establish fines and charges for violation of this Declaration and the Rules and Regulations,, which shall be a Reimbursement Assessment. The Association reserves the right to remove any pets or animals, or to require any Owner or occupant to remove pets or animals, which violate this Declaration or the Rules and Regulations. Notwithstanding the foregoing, it is expressly declared that the Rules and Regulations relative to pets and animals may regulate the number and size of pets, prohibit the keeping of animals other than customary domestic household pets, designate specific areas within the Common Areas where pets may be walked, prohibit pets on other areas, and restrict the rights of occupants to keep pets.

Section 5.24 **Signage.** The prior written consent of the Association shall be necessary before any Owner or occupant erects or installs any signs, window or door lettering, placards, or advertising media (collectively referred to as “Signs”) of any type which can be viewed from the exterior of the Improvements on a Lot. All signs shall conform in all respects to the Design Guidelines sign criteria which may be established by the Association from time to time in the exercise of its sole discretion, and shall be subject to the Association’s requirements as to construction, method of attachment, size, shape, height, lighting, color and general appearance. The Association anticipates that signage on Lots shall be limited to the name of the residence or Owner of the Lot. The Association shall have the right to designate particular signs that may be used during construction of Improvements on a Lot. All signs shall be kept in good condition. The Association reserves the right to adopt additional Rules and Regulations that apply to signage and such Rules and Regulations may apply different rules for different uses of a Lot. Political signs are strictly prohibited. The sign restrictions contained in this Section (or in any Rules or Regulations) shall not apply to any Lot owned by the Declarant and shall not prohibit the Declarant or its assigns from erecting any signs.

Section 5.25 **Responsibility for Mowing and Maintenance of Lots.** Unless otherwise designated in a Supplemental Declaration or other documentation, each Owner shall be responsible for the maintenance of all landscaping on its Lot (whether vacant or improved but excluding Lots owned by the Declarant or its affiliates), and for maintaining its Lot in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Owners shall keep their Lot(s) neat, mowed at all times and free from rubbish, trash, debris and noxious weeds. All Lots shall be maintained in a neat and orderly manner. No stockpiling of materials, plants, etc. will be allowed on vacant Lots without prior approval from the Association. In the event an Owner fails to comply with these requirements, the Association may cause such work to be performed at the expense of the Owner and may charge the Owner double the cost of maintenance. Any amounts incurred by the Association and any applicable fines in this regard shall be considered a Reimbursement Assessment and enforced in accordance with Article 8. The Association shall also have the right to fine the Owners without performing any maintenance or mowing.

Section 5.26 **Temporary Structures.** No tent, shack, temporary structure or temporary building shall be placed upon any Lot for a period that exceeds two days within a thirty day period except with the prior written consent of the Association obtained in each instance.

Section 5.27 **Compliance with Insurance Requirements.** Nothing shall be done or kept on a Lot which may result in a material increase in the rates of insurance or which would result in the cancellation of any insurance maintained by the Association.

Section 5.28 **Leases and Rentals.** To the extent that any Improvements on a Lot are leased or rented (as may be regulated by Rules and Regulations), such leasing and renting shall be subject in all respects to the

provisions of this Declaration and Rules and Regulations. A tenant or occupant that fails to comply with this Declaration and Rules and Regulations shall be deemed to be in default and the Association shall have the power to enforce a violation of the provisions of this Declaration or Rules and Regulations against the tenant, occupant or Owner. All leases and rights of occupancy shall contain a provision stating that the Declarant and the Association shall have the right to enforce the terms of this Declaration and Rules and Regulations against the tenant or occupant. The Owner shall be responsible for any damage caused by or resulting from any violations of the terms of a lease or occupancy agreement by its tenant, occupant or their invitees, and each Owner grants the Association the unlimited power of attorney to evict a tenant or occupant who violates the terms of this Declaration or Rules and Regulations. Upon any violation of the terms of this Declaration or Rules and Regulations by an Owner, its tenants, occupants or invitees, the Association may seek any remedy available to it (including any applicable fines, Reimbursement Assessments and lien rights).

Section 5.29 **Use Restrictions.** The Property may be subjected to additional use restrictions as set forth in Supplemental Declarations and the Association shall have the right to enforce the same.

Article VI.

COMMON AREAS

This Article describes the rights which the Association possesses with regard to the Common Areas. This Article also describes what will happen upon damage or destruction to the Common Areas. The Article goes on to describe more particularly the rights of use granted to Owners and the method by which these rights may be delegated.

Section 6.01 **Dedication and Transfer of Title – Common Areas.** In consideration for the acceptance of the duties and obligations of the Association which the Association does hereby accept by execution of these Restrictions, the Declarant does hereby transfer, convey, and deliver, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Declarant may have, unto the Association, Tract PD-1 and the Private Streets and Drives to have and to hold Tract PD-1 and the Private Streets and Drives and in full ownership forever, provided, however, that the Declarant specifically reserves all mineral rights, but no drilling or other mineral operations shall be conducted on the surface of Tract PD-1 or the Private Streets and Drives.

Section 6.02 **Right of Association to Regulate Use.** During the Appointment Period, the Declarant shall have the right to (i) designate which Common Areas are open to the general public: and (ii) designate limited use of particular Common Areas by certain Owners, customers, tenants, patrons, guests, friends, or employees. Following transfer of title to the Association or other named entity who will govern the Common Areas, the Association or other named entity shall have the power to implement Rules and Regulations that reasonably regulate the use of Common Areas (but may not

prevent use of the Common Areas designated by Declarant as open to the public or restrict in excess of limitations established by Declarant) by Owners, customers, tenants, patrons, guests, friends, or employees for purposes that may be for any reason whatsoever. Notwithstanding the foregoing, the Association shall not have the right to assert an exclusive use of Tract PD-2 and the Association or other named entity shall not have the right to implement Rules and Regulations that (i) limit or restrict the use of the Common Areas by third parties or particular users that are deemed open to the public or dedicated for non-exclusive use by others: (ii) limit the rights of the Association or other named entity to host events in the Common Areas at no charge to the Association or other named entity (iii) prevent Owners, customers, tenants, patrons, guests, friends, employees or another named entity from using the Common Areas for any reason whatsoever in excess of the limitations established by Declarant. The provisions of this section shall not prohibit the Association or other named entity from preventing or restricting use of the Common Areas by a violating or delinquent Member.

Section 6.03 **Use of Common Areas**. Each Owner is hereby granted a non-exclusive right of use, subject to rules and regulations, servitudes, and vested rights as established by the Declaration to the Common Areas. The Association shall have the responsibility of all maintenance on the Common Areas and the right to implement reasonable charges for the use of Common Areas by users other than the Association or Owners. Declarant reserves the right to modify the Common Areas as indicated on a Final Plat from time to time. The Final Plat shall be controlling and will govern in the event of any such modification. Designation as common area on a Final Plat shall not be deemed an implied exclusive dedication to the Owners, the Association, the public, or any other Person.

Section 6.04 **No Partition of Common Areas** Following acquisition of title to the Common Areas by the Association or other named entity, no Owner or Member of the Association shall have the right to partition or seek partition of the Common Areas or any part thereof.

Section 6.05 **Liability of Members for Damage by Member**. Each Member shall be liable to the Association or other named entity for any damage to Common Areas or any expense or liability incurred by the Association or other named entity, to the extent not covered by insurance, which may be sustained by the reason of negligence or misconduct of such Member and for any violation by such Member of any provision of this Declaration, the Articles of Incorporation, By-Laws or any Rules or Regulations. The Association shall have the power, as elsewhere provided in this Declaration to levy and collect a Reimbursement Assessment against a Member to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Declaration, the Articles of Incorporation, By-Laws, or Rules and Regulations or for any increased insurance premiums directly attributable to any such damage or any such violation.

Section 6.06 **Association Duties if Damage, Destruction or Required Improvements**. In the event of damage to Common Areas by fire or other casualty or in the event any governmental authority shall require any repair,

reconstruction or replacement of any Common Areas (following acquisition of fee title to the Common Areas by the Association or other named entity), the Association or other named entity (as applicable) shall have the duty to repair, reconstruct or replace the same. Any insurance proceeds payable by reason of damage or destruction of Common Areas by fire or other casualty shall be paid to the Association and shall be used, to the extent necessary, to pay the costs of repair, reconstruction or replacement. The Association shall have sole discretion to (i) repair, reconstruct or replace Improvements to the Common Areas: or (ii) refuse to repair, reconstruct or replace Improvements and retain the insurance proceeds. If funds from insurance proceeds or from reserves for replacements are insufficient to pay all costs of repair, reconstruction, or replacement of Improvements damaged or destroyed, or if the Association is required to make repairs, replacements or reconstruct Improvement, levy a Special Assessment or if a Member or group of Members is liable or responsible for such damage, levy a Reimbursement Assessment in accordance against the Member or group of Members in this Declaration. Repair, reconstruction, or replacement of Common Areas shall be done under such contracting and bidding procedures as the Association shall reasonably determine are appropriate. If insurance proceeds available to the Association on account of damage and destruction exceed the cost of repair, reconstruction or replacement, the Association may use the same for future maintenance, repair, reconstruction of Improvements or operation of other Common Areas.

Section 6.07 **Association Powers in the Event of Condemnation.** If any Common Areas or interests therein are taken under exercise of the power of eminent domain or by private purchase in lieu thereof, the award in condemnation or the price payable shall be paid to the Owner, except to the extent payable to any other Person with an interest in such property, including any Mortgagee of such property. If a Common Area owned by the Association is taken, the Association, or any other trustee duly appointed by the Association, shall have the exclusive right to participate in such condemnation proceedings and to represent the interest of all Owners therein; and each Owner hereby irrevocably appoints the Association and any such duly appointed trustee as such Owner's attorney-in-fact for such purposes. No Owner shall be entitled to participate as a party or otherwise in any such condemnation proceedings. No provision in this Section or in this Declaration shall give an Owner, or any other Person, priority over any right of a First Mortgagee, pursuant to its First Mortgage, in the case of distribution to such Owner of any condemnation awards for losses to, or taking of, Lots or Common Areas.

Section 6.08 **Title to Common Areas Upon Dissolution of Association.** In the event of the dissolution of the Association, the Common Areas that are owned by the Association shall to the extent reasonably possible be conveyed or transferred to an appropriate public or governmental agency or agencies or to a nonprofit corporation, association, trust, or other organization, to be used, in any such event, for a similar purpose as that which the particular Common Area was held by the Association. To the extent foregoing is not possible, the Common Areas shall be sold or disposed of and the proceeds from the sale or disposition

shall be distributed to Members in proportion to their ownership interest in the Association.

Section 6.09 **Servitude of Access.** The Declarant and the Association hereby grant a non-exclusive servitude of access, limited to passage but excluding parking, over the constructed streets shown on a Final Plat (as amended and relocated from time to time by Declarant). All parking is limited to designated parking areas. The non-exclusive servitude of access shall run in favor of each Lot shown on the Final Plat. This servitude shall not limit the Association's obligation to maintain, repair, and replace the streets as provided in this Declaration.

Section 6.10 **No Hazardous Materials.** Each Owner agrees that he will comply with all applicable laws including those pertaining to environmental matters (hereinafter sometimes collectively called "Applicable Environmental Laws"), including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Federal Water Pollution Control Act and the Clean Water Act and the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called RCRA; provided, in the event that the laws of the state of Louisiana or federal laws establish a meaning for "hazardous substance", "solid waste", or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

Section 6.11 **Indemnity.** Without limiting any other indemnity by the Members contained herein, each Member hereby agrees to defend, indemnify and hold the Association and Declarant, its affiliates, successors and assigns, Tract PD-2 Owner, their directors, officers, agents, servants, and employees and the other Members, harmless from and against any and all damages, claims, demands, causes of action, liabilities, losses, fines, costs and expenses (including, without limitation, cost of suit, reasonable attorneys' fees and fees expert witnesses) arising from or in the connection with any violation of the preceding paragraph.

Article VII.

DECLARANT'S RIGHTS, RESERVATIONS, AND DEDICATION AND TRANSFER OF TITLE OF TRACT PD-2

This Article reiterates that the Declarant is entitled to special privileges with regard to the Association during the Appointment Period and during such period, has a right to amend this Declaration in its sole discretion without the consent of any other person. This Article also details particular powers of the Declarant with regard to the Property, including the Common Areas and Tract PD-2.

Section 7.01 **Declarant's Rights and Reservations**. Notwithstanding any other language or provisions to the contrary in this Declaration or in any Association document, at any time prior to the expiration of the Appointment Period, Declarant may amend or supplement this Declaration in its sole discretion, without the consent or approval of the Association, any Person, Owner, or Mortgagee, by recording an instrument in the Records of the Office of the Clerk of Court in West Feliciana Parish, Louisiana. Any amendment or supplement made pursuant to this Section shall be certified by Declarant as having been duly approved by Declarant, and shall be effective only after recordation or at such later date as shall be specified in the amendment itself. Notwithstanding anything contained herein to the contrary, Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association and the Property which includes but is not limited to, the rights set forth in this Article 7. The rights and reservations of Declarant set forth in this Declaration shall be deemed accepted and reserved in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any property within the Property is conveyed by Declarant, whether or not specifically stated therein. The rights and reservations of Declarant described in this Article 7 shall be superior to any other rights or provisions of this Declaration or any Association documents and may not be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section, without the written consent of the Declarant. Declarant's written consent to any one such amendment shall not be construed as consent to any or subsequent amendment.

Section 7.02 **Dedication and Transfer of Title – Tract PD-2** In consideration for the acceptance of the duties and obligations regarding Tract PD-2, which is accepted by execution of these Restrictions, the Declarant does hereby transfer, convey, and deliver, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Declarant may have, unto Parker District-St. Francisville, LLC, Tract PD-2 to have and to hold Tract PD-2 and in full ownership forever. Tract PD-2 is designated on the Final Plat as "Preserved Natural Area". It is not a building site. It is hereby dedicated and donated to Parker District- St. Francisville, LLC to own, manage, use, and preserve subject to the servitudes and requirements of the US Army Corps of Engineers Permit Number MVN 2019-00150-CF and Louisiana Department of Environmental Quality Certification, WQC 191003-02. It is further subject to rules and regulations, servitudes, and vested rights as established by these Restrictions. Parker District- St. Francisville, LLC shall have full responsibility for all maintenance and repair of Tract PD-2. Parker District – St. Francisville, LLC shall have the right, but not the obligation, to transfer, donate, provide a servitude of use, or sell Tract PD-2 to the Association and the Association shall accept title to the same.

Section 7.03 **Common Areas**. The Declarant shall have the right to transfer, donate, or sell additional Common Areas to the Association or any other named entity at any time and the Association shall accept title (or a servitude) in the same (subject to Rules and Regulations, servitudes and vested rights established by Declarant). Declarant reserves the right to modify the Common Areas as indicated on a Final Plat from time to time.

Section 7.04 **Right to Construct Additional Improvements on Common Areas.** Declarant shall have and hereby reserves the right, but shall not be obligated, to construct additional Improvements on Common Areas at any time and from time to time

Section 7.05 **Declarant's Rights to Use Common Areas in Promotion and Marketing of the Property.** Declarant shall have and hereby reserves the right to use Common Areas and services offered by the Association in connection with the development, construction, promotion, marketing, sale, leasing and management of properties within the boundaries of The Reserve at Parker District property or adjacent properties. Without limiting the generality of the foregoing, Declarant may: (a) erect and maintain Improvements as Declarant may reasonably deem necessary or proper in connection with the development, construction, promotion, marketing, sale, leasing and management of properties within the boundaries of The Reserve at Parker District property or adjacent properties; (b) use vehicles and equipment on Common Areas for developmental, construction and promotional purposes; and (c) permit prospective purchasers of properties within the boundaries of The Reserve at Parker District property or adjacent properties to use or enter Common Areas.

Section 7.06 **Declarant's Rights to Complete Development of the Property.** No provision of this Declaration shall be construed to prevent or limit Declarant's rights: (1) to complete the development, construction, promotion, marketing, sale and leasing of properties within the boundaries of The Reserve at Parker District property or adjacent properties; (2) to construct or alter Improvements on any property (including Common Areas) owned by Declarant within the Property; or (3) to post signs incidental to the development, construction, promotion, marketing, sale and leasing of real properties within the boundaries of The Reserve at Parker District property or adjacent properties. Nothing contained in this Declaration shall limit the right of Declarant to: (a) excavate, cut, fill or grade any property owned by Declarant, or to construct, alter, remodel, demolish or replace any Improvements on any of The Reserve at Parker District property or adjacent properties or any property owned by Declarant or (b) use any structure on any of The Reserve at Parker District property or adjacent properties or any property owned by Declarant as a construction, model home or real estate sales, management or leasing office in connection with the sale of any Property. Declarant shall not be required to seek or obtain the approval of the Association for any such activity by the Declarant on any of The Reserve at Parker District property or adjacent properties or any property owned by Declarant. Nothing in this section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration. Nothing herein shall prevent Declarant from modifying or amending the PUD and no implied obligations are created herein.

Section 7.07 **Declarant's Rights to Grant and Create Servitudes.** Declarant shall have and hereby reserves the right to grant or create, throughout The Reserve at Parker District property or adjacent properties, temporary or permanent licenses, permits, servitudes and rights-of-way for ingress, egress, construction, maintenance, repair, replacement and installation of all public and private utility, signage, drainage, water, sewer

and service systems, and other purposes and the power to impose costs and Assessments to pay these items. Declarant may at any time make a partial assignment to any public or private utility company, or any governmental authority, of the rights or servitudes reserved by Declarant.

Section 7.08 **Declarant's Additional Rights**. Declarant shall have and hereby reserves the right, in its sole discretion and without the consent of any Person, Owner or Mortgagee, to add or designate Phases of The Reserve at Parker District property or adjacent properties; create, modify, amend, and supplement Final Plats, including but not limited to layout, design, locations, enlargement, reduction and/or removal of Lots and Common Areas; amend this Declaration and any Supplemental Declarations (including the removal of all or any portions of The Reserve at Parker District property or adjacent properties from this Declaration); establish formulas and guidelines to allocate Voting Power to Lots; grant licenses, permits or servitudes to use the Common Areas and such rights may be in favor of any individuals and entities, including but not limited to Owners, Members, Association, customers, tenants, patrons, guests, friends, employees, or other users; incur indebtedness and encumber the Common Areas owned by Declarant with mortgages and other encumbrances; add, modify, or amend the PUD, PUD concept plan/or PUD development plan.

Article VIII. **ASSESSMENTS, BUDGETS AND FUNDS**

This Article describes the procedure the Association must follow to levy Assessments, the type of Assessments that may be levied, how Assessments will be apportioned, and declares that if Assessments remain unpaid, a late charge will be imposed and interest will accrue. It also explains the privilege granted to the Association to file a lien on a Lot if the Assessment is delinquent. Finally, the lien provides the Association with the right of foreclosure as a means to collect any delinquency.

Section 8.01 **Maintenance Funds to be Established**. The Association shall establish and collect Assessments for the Purposes described herein and as may be authorized from time to time by the Board of Directors. The Association shall have the right to establish the due date(s) of Assessments and shall have a right to require payments to be paid monthly, quarterly, semiannually, or annually.

Section 8.02 **Assessments**. For each Assessment Period, the Association shall levy Common Assessments against Members. Each Member shall be personally obligated to pay the Common Assessments, Special Assessments, Reimbursements Assessments, and any other Assessments levied against, and allocated to such Owner and the Lot of such Owner as hereafter more particularly set forth. If a Property is co-owned or community property, each co-owner and spouse shall be solidarily liable.

Section 8.03 **Common Assessments**. The Association shall allocate all fees for maintenance of Common Areas as set out herein. Prior to the expiration of the Appointment Period, the Association shall establish formulas and guidelines to allocate Assessments to all Lots and/or Owners. The Association may allocate Assessments in a different manner for Lots that are vacant compared to Lots that include any Improvements; or due to use, density, class or activity on certain Lots.

Section 8.04 **Budgets**. The Board of Directors shall prepare, at least thirty (30) days prior to the commencement of each Assessment Period, a Budget for such Assessment Period, including a reasonable provision for contingencies. The Budget shall show, in reasonable detail, the categories of expenses and the amount of expenses, and shall reflect any expected income of the Association for such Assessment Period and any expected surplus. The Budget may include an amount for contingencies and amounts deemed necessary or desirable for deposits to create, replenish or add major capital repairs, replacements and improvements for Common Areas. The Budget may be broken down into Phases and allocated and collected based on the same. The Board shall distribute a copy of the Budget to each Member via email, promptly after the Budget is prepared and approved by the Board.

Section 8.05 **Supplemental Common Assessments**. If, in any Assessment Period, the Board levies a Common Assessment, in accordance with Section 8.03 above, the Board by majority vote may thereafter levy one or more supplemental Common Assessments during such Assessment Period, if it determines that the important and essential functions of the Association may not be funded by such Common Assessment. Written notice of any change in the amount of any Common Assessment by reason of the levying of a supplemental Common Assessment shall be sent to every owner subject thereto, not less than thirty (30) days prior to the effective date of such change.

Section 8.06 **Assessments for Unsold Lots**. Notwithstanding any other provision of this Declaration which may be to the contrary, with respect to each Lot owned by Declarant or its affiliates, for so long as Declarant or its affiliates retains title to such Lot, whether improved or unimproved, Declarant and its affiliates shall not be obligated to pay any Assessments on such Lot. To the extent that Declarant or its affiliates voluntarily decide to pay all or any portion of an Assessment on a Lot it owns, Declarant or its affiliates shall have the option, at its sole discretion, to either pay Assessments on such Lot, which shall be assessed, for Assessment purposes, at a rate equal to the Assessment rate which would otherwise be applicable to such Lot if it were owned by a non-Declarant Owner or to fund, on a non-reimbursable basis, any deficit which may exist between Assessments and the annual budget of the Association, or to fund all or any portion, on a reimbursable or loan basis, any deficit which may exist between Assessments and the annual budget of the Association.

Section 8.07 **Commencement of Assessment**. Subject to the provision of Section 8.06 hereof, the Assessments shall commence as to each Lot, on the date Declarant conveys or transfers a Lot to any Person that is not an affiliate of Declarant and shall be due and payable in such manner and on

such schedule as provided in this Declaration or as the Association may provide in its sole discretion. There shall be no assessments on Tract PD-2.

Section 8.08 **Payment of Assessment.** Assessments shall be due and payable in advance to the Association by the assessed Member and shall be due and payable on or before the due date established by the Association in its sole and absolute discretion. Notice of the amount of the Assessment shall be given to each Member prior to the date when the Assessment is due, but the failure to do so shall not invalidate such Assessment.

Section 8.09 **Failure to Fix Assessment.** The failure by the Board of Directors to levy an Assessment for any Assessment Period shall not be deemed a waiver or modification with respect to any of the provisions of this Declaration or a release of the liability of any Member to pay Assessments, or any installment thereof, for that or any subsequent Assessment Period. In the event of such failure, the amount of the Assessments for that Assessment Period shall be, until it is subsequently modified by the Board of Directors, the amount of the Assessment for the previous Assessment Period. No abatement of the Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or Improvements to Common areas or from non-use of Common Areas or from any action taken to comply with any law or for any other reason, as determined by the Board of Directors, in their sole discretion.

Section 8.10 **Special Assessments.** In addition to Common Assessments, the Board of Directors may, subject to the provisions of this Section, levy one (1) or more additional Assessments for the purpose of raising funds, as provided in the Budget, to: (a) construct or reconstruct, repair, remodel or replace capital Improvements upon Common Areas, including necessary personal property related thereto; (b) add to the Common Areas; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; (d) repay any loan made to the Association to enable it to perform the duties and functions authorized in this Declaration; (e) pay any court costs, expenses, legal fees and other professional fees incurred to enforce or defend the terms and conditions of this Declaration and any Rules and Regulation; or (f) pay any insurance deductibles, including any named storm deductibles. Such Assessment shall be known as a "Special Assessment". Prior to the expiration of the Appointment Period, the Declarant shall have the right to impose Special Assessments without the consent of any other Person, Owner or Mortgagee. Following the Appointment Period, the Board of Directors may levy Special Assessments without the consent of any other Person, Owner or Mortgagee. The Association shall notify Members in writing of the amount of any Special Assessment in the manner so specified. Special Assessments shall be apportioned in the manner determined by the Board of Directors, in its reasonable discretion.

Section 8.11 **Reimbursement Assessments.** The Board of Directors may, subject to the provisions hereof, levy an Assessment against any Owner or Member if the misconduct or negligent failure of such Owner or Member (or their tenants, guests and invitees) to comply with this Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations

shall have resulted in a fine, or the expenditure of funds by the Association to remedy a problem or to cause such compliance (including any damages caused to the Common Areas). Such Assessment shall be known as a "Reimbursement Assessment". The amount of the Reimbursement Assessment shall be due and payable to the Association thirty (30) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owed. All fines may be levied as Reimbursement Assessments.

Section 8.12 **Late Charges and Interest.** If any Common Assessment, Special Assessment, Reimbursement Assessment, or any other Assessment or any installment thereof is not paid within ten (10) days after it is due, the Member obligated to pay such Assessment may be required to pay a reasonable late charge to be determined by the Board. Any Assessment or installment of any Assessment which is not paid within thirty (30) days after the date of any Notice of Default given under Section 8.13 hereof, shall bear interest from the date of such Notice of Default to the date paid in the amount of the lesser of twelve percent (12%) per annum or the highest rate permitted to be charged by applicable law. In addition, the Association shall have the right to suspend the right of use of the Common Areas by any Owner (and his/her guest, tenants and invitees) who is delinquent in the payment of any Assessments.

Section 8.13 **Notice of Default and Acceleration of Assessment.** If any Assessment or any installment thereof is not paid within thirty (30) days after its due date, the Board of Directors may mail a Notice of Default to the Owner and to any or all Mortgagees of the Lot. The Notice of Default shall specify: (1) the fact that the Assessment or Installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date of the Notice of Default is mailed to the Member, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the Notice of Default may result in acceleration of the balance of the Assessment or the Installments of the Assessment for the then-current Assessment Period and/or the filing and foreclosure of the lien for the Assessment against the Lot of the Member. The Notice of Default shall further inform the Member of any right to cure the default after acceleration and of any right to bring a court action to assert the nonexistence of a default or any other defense of the Member. If the delinquent Assessment or installment and any late charge and interest thereon are not paid in full on or before the date specified in the Notice of Default, the Board, at its option, may declare all of the unpaid balance of the Assessment for such Assessment Period to be immediately due and payable without further demand and may enforce the collection of the full Assessment and all charges and interest thereon, in any manner authorized by law or in the Declaration, subject to the protection afforded to Mortgagees hereunder. The failure or delay of Declarant to exercise any rights hereunder shall be deemed a waiver of such rights.

Section 8.14 **Remedies to Enforce Assessments.** Each Assessment levied hereunder shall be a separate, distinct, and personal debt and obligation of the Owner or Member against whom the sale is assessed (and if a Lot is co-owned the Assessment shall be a solidary obligation). In the event of a default in payment of any Assessment or installment thereof,

whether a Common Assessment, Special Assessment, Reimbursement Assessment, or any other Assessment, the Board may, in addition to any other remedies provided under this Declaration or by law, enforce such obligation on behalf of the Association by suit or by filing and foreclosure of a lien as herein provided.

Section 8.15 **Lawsuit to Enforce Assessments**. The Association may bring a suit of law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charge, interest and other costs of enforcement, including reasonable attorneys' fees in the amount as the court may adjudge, against the defaulting Owner or Member.

Section 8.16 **Lien to Enforce Assessments**. The Board of Directors may also elect to file a claim of lien against the Lot of the delinquent Owner or Member by Recording a notice ("Notice of Lien") setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorney fees) which have accrued thereon; (c) the legal discretion and street address of the Lot against which the lien is claimed; and (d) the name of the Record Owner thereof as shown upon the record of the Association. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien created by the Notice of Lien shall be prior to any declaration of homestead rights recorded or arising after the time that the Lot becomes part of The Reserve at Parker District property. The lien created by the Notice of Lien shall be prior and superior in lien priority to any other lien, encumbrance or Mortgage encumbering such Lot; provided, however, that a First Mortgage encumbering a lot and recorded prior to the Lien shall be and maintain prior and superior in all respects to the lien created by the Notice of Lien. The lien created by the Notice of Lien shall secure all amounts set forth in the Notice of Lien, as well as all subsequently accruing amounts. The lien created by the Notice of Lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and Assessments which have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the cost of preparing and recording the release of the Notice of Lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of Mortgages in the State of Louisiana. The lien created by the Notice of Lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a First Mortgage on a Lot shall extinguish the subordinate lien created by the Notice of Lien, but it shall not relieve the purchaser or the transferee of such Lot from liability for, or the Lot from the lien of, any Assessments, late charges, interest and costs of collection made thereafter. Any delinquent Assessments and costs of collection which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots as a common expense.

Section 8.17 **Estoppel Certificate**. Upon the payment of such reasonable fees as may be determined from time to time by the Board of

Directors, and upon the written request of any Member or mortgagee or any Person with, or intending to acquire, any right, title or interest in the Lot of such Member, the Association shall furnish a written statement setting forth the amount of any Assessment or other amounts, if any, due and owing to the Association and then unpaid with respect to such Lot and/or the Owner thereof and setting forth the amount of any Assessment levied against such Lot which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Associate for all purposes that no greater or other amounts were then due or accrued and unpaid and that no other Assessments were then levied and unpaid against such Lot.

Section 8.18 **No Offsets.** All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of the Property or any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

Section 8.19 **Reserve Fund.** In addition to Common Assessments, the Declarant hereby establishes a reserve fund that shall be funded by the Owners of Lots. Upon the sale of a Lot to a third party, the Association shall collect from the third-party purchaser (the new Lot Owner) reserve funds in an amount equal to the greater of 1/10 of 1% of the purchase price (0.1%) or \$500. The Reserve Fund shall be a segregated fund exclusively maintained by and benefitting the Association and shall not be used by the Association for purposes other than capital improvement and maintenance of the private streets located within The Reserve at Parker District, that is District Alley, Narrow Ridge Pass, Lost Trail Pass, Gaspers Trace, Parkside Lane, Cottage Way, and Retreat Row. Any reserves that are not collected from a Lot Owner at the time of a Lot sale from Declarant may be assessed to the Lot Owner as a Reimbursement Assessment. The Declarant, the Tract PD-2 Owner, and their affiliates shall not be required to contribute to the Reserve Fund. Any amounts paid into the Reserve Fund shall not be considered as advance payments of Assessments.

Article IX.

CONSTRUCTION PROCESS

This Article details the guidelines which contractors within The Reserve at Parker District are required to follow during or prior to construction.

Section 9.01 **Jobsite.** Contractors that are approved by the association to perform work within The Reserve at Parker District shall be required to sign the Construction Agreement form provided by the Association. Contractors are required to fully maintain all jobsites during construction in accordance with the standards established herein and in the Design Guidelines. Construction materials and trash shall be stored in a neat and orderly manner at all times during construction. Waste from construction materials should be removed timely in accordance with the construction process. General trash (i.e. lunch containers, drinks, etc.) on the jobsite must be removed daily. Failure to maintain the jobsite will result in the

Association assuming the responsibility and back-charging the Owner/builder at double the direct costs. Notice will be given prior to such action. The Association shall have the right to establish Rules and Regulations that apply to construction and contractors.

Section 9.02 **Temporary Facilities**. Temporary toilet facilities will be required for all jobsites. Builders with multiple jobsites may share facilities. Agreements between multiple Owners will also be accepted.

Section 9.03 **Loading and Unloading**. No trucks including material delivery, equipment delivery or concrete trucks are allowed on the asphalt (Parker District Avenue) for any reason whatsoever. Trucks must enter from Burnett Street and access all lots from the concrete streets or alleyways.

Section 9.04 **Concrete Truck Wash-Out**. No concrete truck wash-out or spillover on to streets or neighboring properties will be allowed.

Section 9.05 **Damages**. Any damages to Common Areas, streets, sidewalks, curbs, gutters, fences, etc. not caused by the Association will be repaired by the Association and will be billed directly to the general contractor or applicable Owner as a Reimbursement Assessment. It will be the responsibility of the general contractor to collect needed damage fees from sub-contractor as required.

Article X.

MISCELLANEOUS

This Article details the termination date for the restrictions (as well as the option to renew and amend) and various other topics.

Section 10.01 **Term of Declaration**. Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Declaration shall be perpetual and shall run with the Property, unless terminated by the vote (following the Appointment period), by written ballot, of Members holding at least seventy-five percent (75%) of the Voting Power of the Association. The termination of this Declaration shall be effective upon the Recordation of a certificate, executed by the President or Vice President and the Secretary of the Association, stating that this Declaration has been terminated by the vote of Owners as provided herein.

Section 10.02 **Amendment of Declaration**. Notwithstanding any other language or provision to the contrary in this Declaration or in any Association document, at any time prior to the expiration of the Appointment Period, Declarant may amend or supplement this Declaration from time to time in its sole discretion, without the consent of any Person, Owner, or Mortgagee, by recording an instrument in the Records of the Office of the Clerk of Court West Feliciana Parish, Louisiana. Except as may otherwise be provided in this Declaration, following the Appointment Period and subject to provisions

elsewhere contained herein requiring the consent of Declarant or others, this Declaration may be amended by the favorable vote of Owners who represent at least sixty-seven percent (67%) of the Voting Power of the Association, present in person or by proxy at a duly constituted meeting.

Section 10.03 **Required Consent of Declarant to Amendment.** Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration or any addition hereto or any other amendment of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of a certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal of any provision of this Declaration shall terminate upon the expiration of the Appointment Period or at such time as Declarant shall (in writing) voluntarily relinquish this requirement for its consent, whichever shall be first to occur.

Section 10.04 **Association Right to Mortgage Information.** Each Owner hereby authorizes any Mortgagee holding a Mortgage on such Owner's Lot to furnish information to the Association concerning the status of such Mortgage and the loan which it secures.

Section 10.05 **Notices.** Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail (unless notice is waived by the receiving Person). If served by mail, such notice shall be sent postage prepaid, addressed to the Person entitled to receive such notice at the address given by such Person to the Association for the purpose of service of such notice, or to the Lot of such Person if no address has been given to the Association, and shall be deemed delivered, if not actually received earlier, at 5:00 pm on the second calendar day after it is deposited in a regular depository of the United States Postal Service. Notwithstanding the foregoing, to the extent permitted by law, notice may be given by email or other electronic means and if given by email or other electronic means, such notice shall be deemed given upon sending. Such address may be changed by any such Person from time to time by notice in writing to the Association.

Section 10.06 **Enforcement by Self Help.** Declarant or the Association or any authorized agent of either of them, may enforce, by self-help, any of the covenants, conditions, restrictions, servitudes or other provisions contained in this Declaration. The Declarant and Association shall have such other enforcement rights as allowed or granted under law.

Section 10.07 **Remedies Cumulative.** Each remedy provided under this Declaration is cumulative and not exclusive.

Section 10.08 **Costs and Attorney's Fees.** In any action or proceeding under this Declaration, the Association shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees, and all such amounts may be assessed as a Reimbursement Assessment.

Section 10.09 **Limitation on Liability.** The Association, Board of Directors, ACB, Declarant, Tract PD-2 Owner, any Owner, and agent or employee of any of the same shall not be liable to any person arising out of the enforcement or failure to enforce any provision of this Declaration if the action or failure to act was in good faith and without malice.

Section 10.10 **No Representations or Warranties.** No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in this Declaration in connection with any portion of the Common Areas, or any Improvement thereon, its or their physical condition, zoning, future development, compliance with applicable laws, fitness for intended use, future status and Common Areas, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall specifically set forth in a writing signed by Declarant. Any brochures, maps, models, handouts, schematics, plans and facilities provided or available in connection with Declarant's development, construction, promotion, marketing, sale or lease of properties or Improvements within the boundaries of the Reserve at Parker District property or adjacent property are provided for general information purposes only, are subject to change and deletion without notice to any Owner or Member, by public or governmental authorities and by other and shall not obligate Declarant to develop, construct, promote, market, sell or lease such properties, Lots, Common Areas or Improvements whatsoever or in any particular manner.

Section 10.11 **Liberal Interpretation.** The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes set forth herein.

Section 10.12 **Governing Law.** This Declaration shall be construed and governed under the laws of the State of Louisiana.

Section 10.13 **Severability.** Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

Section 10.14 **Number and Gender.** Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

Section 10.15 **Captions for Convenience.** The titles, headings, italicized summaries and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions contained herein.

Section 10.16 **Mergers and Consolidations**. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of, be transferred to another surviving or consolidated property owners' association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established by this Declaration governing the Lots or Common Areas; together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan.

Section 10.17 **Conflicts in Legal Documents**. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or By-Laws, this Declaration shall control. In case of conflicts in the provisions of the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

Section 10.18 **Waiver of Conflict of Interest**. The law firm of Kizer, Hood and Morgan represented Declarant in connection with this Declaration and the formation and regulation of the Association. Declarant may request that Kizer, Hood and Morgan represent the Association during the Appointment Period, creating a potential conflict of interest. In the event that a dispute arises between Declarant and the Association, Kizer, Hood and Morgan shall continue to represent Declarant, and the Association shall waive any conflict of interest that may arise.

[SIGNATURES ON FOLLOWING PAGE]

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

WITNESSES:

DISCOVERY REAL ESTATE AND DEVELOPMENT, LLC

[Print Name: _____]

By: _____
G. Scott Sanchez

[Print Name: _____]

By: _____
Michael Powers

WITNESSES:

PARKER DISTRICT – ST. FRANCISVILLE, LLC

[Print Name: _____]

By: _____
G. Scott Sanchez

[Print Name: _____]

By: _____
Michael Powers

WITNESSES:

THE RESERVE AT PARKER DISTRICT PROPERTY OWNERS ASSOCIATION, INC.

[Print Name: _____]

By: _____
G. Scott Sanchez, President

[Print Name: _____]

NOTARY PUBLIC
PRINTED NAME: _____
NOTARY ID # _____

LANDSOURCE
INCORPORATED
A Professional Surveying And Land Information Company
6740 Techlogier Drive
Horton Township, LA 70399
web: www.landsource.com

Ph. (225) 752-0995
Fax (225) 752-0987
info@landsource.com

EXHIBIT B **GUIDELINES**

Purpose

The purpose of these guidelines are to establish basic construction standards and design patterns that will, in combination with the Covenants and Restrictions, and the Architectural Control Board shape the development of The Reserve at Parker District community in a way that offers innovative housing choices while blending into the bigger community. This fifty (50) lot development features rear load, single-family detached homes, cottage homes, and townhomes and over eight (8) acres of protected open space and natural preserve.

These documents should also direct the development toward the accomplishment of the Planned Unit Development objectives of the Town of St. Francisville. As stated in Chapter 17, Article 6.1 of the Code of Ordinances and below:

All PUD development should meet the following criteria:

- 1) Environmentally sensitive design that is of a higher quality than would be possible under the regulations otherwise applicable to the property.
- 2) Diversification and variation of uses, infrastructure, open spaces and lot developments.
- 3) Functional and beneficial uses of open space areas.
- 4) Preservation of natural features of a development site such as ponds, lakes, creeks, streams, wetlands, animal habitats, etc.
- 5) Creation of a safe and desirable living environment for residential areas characterized by a building and site development program.
- 6) Efficient and effective circulation for various means of transportation, both within and adjacent to the development site.
- 7) Creation of a variety of architectural styles and housing types compatible with surrounding neighborhoods to provide greater housing choice.

The primary architectural styles of The Reserve at Parker District can be found in the “Louisiana Speaks” pattern book by Urban Design Associates and can be downloaded at:

<https://www.urbandesignassociates.com/publications>.

This pattern book is intended to provide basic guidance to help our homes be consistent with and sensitive to historic St. Francisville architecture.

Giving regard to the scale of this development, Lots 1-13 shall be guided by specific Architectural styles presented in the “Louisiana Speaks” pattern book to include: Louisiana Vernacular, Louisiana Victorian, and Louisiana Classical.

Lots 14 – 50 will be utilized for the development of cottage homes and townhomes that have an architecture which is unique to The Reserve at

Parker District. Design will utilize elements from Louisiana Vernacular, Louisiana Classical and/or Modern, blended with architecture utilized in mountainside homes in the mountainous regions of the United States but adapted for the hillsides of St. Francisville Louisiana. These homes will feature innovative new “green” building materials alongside more traditional Louisiana building materials. Their development will be guided by architectural renderings, with examples of certain architectural elements by photographs, previously constructed cottages and townhomes in the development and strong oversight of the Architectural Control Board. It is the intent of the Developer that the cottage homes and townhomes have a strong identifying commonality through the use of similar building materials, specific elements and color patterns while, at the same time, illustrating variety through unique spaces.

ALL ARCHITECTS AND BUILDERS USED IN THE DESIGN AND CONSTRUCTION OF HOMES MUST BE APPROVED BY THE ARCHITECTURAL CONTROL BOARD. RECOMMENDATIONS CAN BE PROVIDED UPON REQUEST.

I. Architectural Control Board Required Submissions

A. **Submission of Applications.** Prior to the commencement of any work on a Lot which would materially change the exterior appearance of the Lot (including grading and clearing), an existing Structure on the Lot, or an Accessory Structure on the Lot, the Owner of a Lot shall first submit to the Board a written Application for the construction or alteration of any Structure or Accessory Structure.

B. **Design Fee.** The Architectural Control Board shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, inspectors, or attorneys retained in accordance with the terms hereof. The initial review fee shall be set at Three Hundred Dollars (\$300). In the event that any submitted plans are withdrawn by the applicant or materially modified by the applicant, the Architectural Control Board reserves the right to charge the applicant an additional review fee. For subsequent Improvements, changes or alterations of any kind made on the Lot, the amount of the review fee shall be determined by the Architectural Control Board.

1. **Preliminary Submittal.** A preliminary submittal shall include two (2) complete copies of the following:
 - a. “Site Plan” (minimum 1”=20’ scale) showing the location of all proposed and existing Structures and Accessory Structures on the Lot, including build-to lines, building lines, setbacks, open space, A/C condensers, meters (electrical, water and gas), stand-by generators, driveways, walkways, proposed or existing fences, gates and servitudes (including any Designated Utilities existing within the

servitudes), parking spaces, the location of all trees in excess of 3" in diameter, drainage swales or subsurface drain piping.

b. "Floor Plan" (minimum 1/8" = 1' – 0" scale) for the proposed construction and/or alteration of the Structure. Acceptable Floor Plans shall only be those provided by architect / draftsman / designer / planner approved by the Architectural Control Board.

c. "Exterior Elevations" (showing the front, rear, left and right sides) of all proposed Structures and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed and if a corner lot, the elevation of the side of the Structure facing the side street. Acceptable Exterior Elevations shall only be those approved by the Architectural Control Board, based on their sole uncontrolled discretion.

2. **Final Plan Submittal.** Once Preliminary Submittals has been approved by the Architectural Control Board, then the Owner may submit the Final Plan Submittal, which shall include the "Permit Set" of construction drawings to be submitted to the Building Official to obtain a permit. The Final Plan Submittal shall consist of two (2) full copies of the "Permit Set" drawn to scale of 1/4" = 1' and shall include:

a. "Site Plan" (minimum 1"=20' scale) showing the location of all proposed and existing Structures and Accessory Structures on the Lot, including build-to lines, building lines, setbacks, open space, A/C condensers, meters (electrical, water and gas), stand-by generators, driveways, walkways, proposed or existing fences, gates and servitudes (including any Designated Utilities existing within the servitudes), parking spaces, the location of all trees in excess of 3" in diameter, drainage swales or subsurface drain piping.

b. "Storm Water Pollution Prevention Plan" showing all erosion control measures to be taken from the time construction begins until all permanent erosion control is in place including all landscaping and sod for the entirety of the lot. Must include intended management methods of the SWPPP as changes become necessary where failure occurs or additional controls are necessary.

c. "Drainage Concept Plan" indicating with arrows the direction of the flow of water (either sheet flow or swale) for the Lot after completion of the planned Structure and Accessory Structure after all grading is complete. The Drainage Concept Plan shall adhere to the Drainage Plan on file for this development with the Department of Public Works for the Town of St. Francisville.

d. "Exterior Elevations" showing all building elevations. The elevations shall show all exterior materials &

finishes, windows, shutters, door trim, fascia details, gutters & other architectural details including but not limited to posts, columns, dormers, chimneys & light fixtures;

- e. "Floor Plan" (minimum 1/8" = 1' – 0" scale) for the proposed construction and/or alteration of the Structure.
- f. "Roof Plan"
- g. "Building Material Submittals" including all siding, or panels, stucco, old brick or painted brick, roof shingles with manufacturer's name and color, colors of all exterior elements including trim, doors, windows, siding, garage door, fascia and soffit, columns, posts, shutters, and louvers.
- h. "Gutters" material type and color. Only half-moon gutters shall be allowed.
- i. "Fences" including materials used, design, style, color, and location on the lot.

C. **Landscaping & Hardscape Plan Submittal** two (2) full plan copies should be included with the Final Plan Submittal in accordance with the planting and installation requirements and shall be completed prior to issuance of the Certificate of Occupancy and include:

- 1. "Site Plan" (minimum 1"=20' scale) showing the location of all proposed and existing Structures and Accessory Structures on the Lot, including build-to lines, building lines, setbacks, open space, A/C condensers, meters (electrical, water and gas), stand-by generators, driveways, walkways, proposed or existing fences, gates and servitudes (including any Designated Utilities existing within the servitudes), parking spaces, the location of all trees in excess of 3" in diameter, drainage swales or subsurface drain piping;
- 2. "Landscape Plan" (minimum 1"=20' scale) showing the location of all new plantings and beds including plant species, tree species, and size. Plan should include bed preparation specifications and the location of all Planned Unit Development required trees.

D. **Indemnification.** Approval of construction drawings by the Architectural Control Board shall not be deemed to represent or warrant to any Owner or Builder, the quality, function, or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither, the Developer, the Plan Review Architect, the Association nor any member of the Architectural Control Board, shall be liable for damages or in any other respect to anyone submitting construction drawings for approval under this Article, or to any Owner, or to any other person having an interest in the property for any reason whatsoever. By submission of such construction drawings to the Architectural Control Board, every

II. Construction and Lot Development

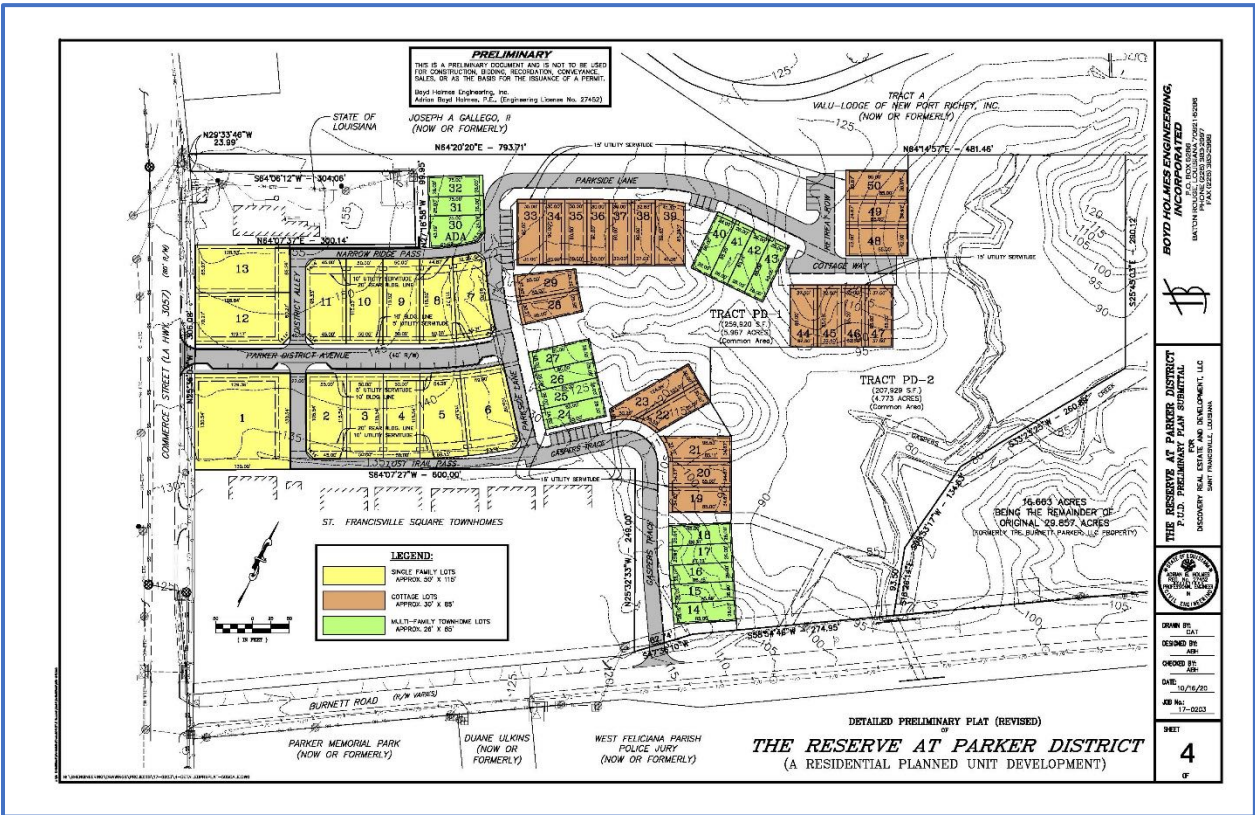
A. Minimum Sizes of Residences – The minimum size of a residence is to be computed by the square footage area that is mechanically heated and cooled (the “living area”). These living area square footages exclude garages, breezeways, open porches, terraces, patio, overhanging eaves and storage rooms or areas that are not mechanically heated and cooled. No building on any Lot shall exceed 35 feet in height as measured from the minimum finished floor as determined from elevation certificate by certified surveyor. This excludes any basement or structural component that may or may not be included as part of the living area, as herein defined.

B. Lot Types

- i. **Townhome Lots** include 16 total lots numbered: 14, 15, 16, 17, 18, 24, 25, 26, 27, 30, 31, 32, 40, 41, 42, 43
- ii. **Cottage Lots** include 21 total lots numbered: 19, 20, 21, 22, 23, 28, 29, 33, 34, 35, 36, 37, 38, 39, 44, 45, 46, 47, 48, 49, 50
- iii. **Single-Family Rear-Load Lots** include 13 lots numbered: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

C. The minimum square foot living areas are as follows:

1. **Townhome Lots** - 1075ft.² living area
2. **Cottage Lots** - 900ft.² living area
3. **Single-Family Rear-Load Lots** - 1700 ft.² living area



III. Single-Family Rear-Load Lots

A. Architectural Control and Exterior Appearance

1. **Architectural Styles** shall be limited to Louisiana Vernacular, Louisiana Victorian, or Louisiana Classical as illustrated in the "Louisiana Speaks: Pattern Book".
2. **Minimum Finished Floor** elevation shall be determined by elevation certificate provided by a certified surveyor.
3. **Minimum Ceiling Height** for homes in this category shall be not less than 10 foot. 1st floor front elevations shall have a minimum of 12 foot plate height and 2nd floor front elevations a minimum of 10 foot plate height.
4. **Minimum Roof Pitch** shall be consistent with the architectural style of the home.
5. **Exterior Building Materials** shall be limited to a combination of brick veneer, true cement plaster (stucco), wood, or smooth Hardie board siding. Brick veneer shall be limited to old brick or painted brick. Exposed concrete masonry units (CMU) is prohibited but should be brick faced or covered with stucco. 100% stucco is not allowed.
6. **Exterior Colors and Finishes** must be approved by the Architectural Control Board for colors of all exterior elements including trim, doors, windows, siding, garage door, fascia and soffit, columns, posts, shutters, and louvers.
7. **Architectural shingles** are required on all roofs and must be in shades of black, gray or earth tones. Any other material or product must be approved by the Architectural Control Board. Metal roofing shall be limited to Color-clad or copper standing seam metal. Color is limited to silver or bronze. Roof penetrations are not allowed on front elevations, unless approved by the Architectural Control Board, and should be minimized from street view. Roof penetrations shall be painted to match roofing.
8. **Doors** on all street facing elevations shall be wood. Glass transom and sidelights are permitted. Front elevation doors shall be a minimum of 8 feet tall excluding transom. All door finishes shall be approved by the Architectural Control Board.
9. **Windows** should be multi-paned with projecting muntins in a 4 over 4 or 6 over 6 pattern. Windows should have symmetrical placement with a vertical proportion and have a minimum head height of 8 feet and a minimum transom height of 16".
10. **Shutters** shall be wood with appropriate shutter dog hardware and sized to appropriately fit the window.
11. **Lighting** on all front elevations should include at least one gas lantern unless inconsistent with the architectural style and approved by the Architectural Control Board. Floodlights are prohibited on front elevations and should be located not to affect neighbors

on rear and side elevations. Landscape and Eave lights are encouraged. No colored light bulbs shall be permitted.

12. **Garages** should be a minimum of 2 car capacity. Garage doors should be kept closed when not in use. All garages should be loaded from the alley servicing the rear of the lot with garage doors shielded from public streets.

13. **Primary Porch** shall be at least 7'0" deep. Any screen porch which is a part of any Structure or Accessory Structure must have a dark color screen and no bright color silver screens may be used.

14. **Satellite Dish** are not allowed without prior approval of the Architectural Control Board on any structure or on the lot.

15. **Solar Panels or Devices** are not allowed without prior approval of the Architectural Control Board on any structure or on any lot.

16. **No Outside, Above-Ground Wires, Lines Or Cables**, outside television antennas, radio antennas, or hanging devices shall be allowed without the prior written consent of the Architectural Control Board

17. **Pipes and Utility Lines.** Pipes for water, gas, sewer, drainage or other purposes and wires and other facilities shall be kept and maintained underground. Any above ground box for underground utilities shall be shielded from view by landscaping or other enclosed structures.

18. **Mailboxes.** To the extent mailboxes are permitted on a Lot, all mailbox designs and locations must be submitted to the Architectural Control Board for approval. The Association may require a specific mailbox design or centralized mailbox stations throughout the Property.

19. **Driveways and Sidewalks.** No Lot shall have more than one (1) driveway, which shall be constructed or altered on any Lot without the prior written approval of the Architectural Control Board detailing the location, size, material to be used and other required information. It shall be the obligation of each individual Lot Owner / Builder to construct the sidewalk on the lot prior to the issuance of the C.O. It shall be the obligation of each individual Lot Owner/including Builders to maintain that portion of all sidewalks which is on or adjacent to his Lot, whether damaged during construction or thereafter.

20. **Fences.** No fencing shall be constructed without prior approval of the Architectural Control Board. Materials are limited to cedar, cypress, old brick, wrought iron, simulated wrought iron, or solid hedge. Pine is not allowed. Brick column posts are required for all fencing visible from any public street, private street, or subdivision alleyway. Fences cannot be placed any closer to the street than the front elevation of the house. Fences may not exceed 8 feet in height. Wood portion of fencing shall be shadowbox with top cap. Variances may be

allowed for approved picket fences. Picket fences may be white or white washed., Shadowbox fencing shall be left uncolored, natural with initial treatment of Cedar Shield. All wrought iron or simulated wrought iron shall be painted black.

21. **Accessory Structures** are not allowed on any lot, including but not limited to, storage sheds, dog houses, playhouses, or swing sets.

22. **Drainage and Excavation.** An Owner shall not impede or modify the engineered drainage pattern of any Lot. Owners are required to construct roof drains and connect them to the provided subsurface drainage system. All gutters and connections shall be maintained in order to not adversely affect any adjacent lot. No Owner shall add fill to a Lot so as to adversely affect the drainage of any adjacent lot. In order to protect the area from alteration of engineered drainage patterns and erosion risk, any grading or excavation of any sort requires written approval from the Architectural Control Board. The Association or any other Owner shall have the right to bring legal action to enforce this restriction.

23. **Swimming Pools.** No swimming pools shall be constructed on any Lot without prior approval by the Architectural Control Board. Above ground pools are prohibited.

B. Interior and Mechanical

1. Internet Structured Wiring Requirements.

- a. Designate a central wiring location inside each Home (e.g., Master Bedroom closet), and installing either a Central Wiring Panel ("CWP") or a third party builder provided dual gang box with a single gang reduced mud ring (in lieu of CWP).
- b. Install a standard 110V AC grounded electrical outlet within 5 feet of, and within the same room as, the CWP or central wiring location.
- c. Install a 1-inch (interior diameter) ENT, a.k.a. "smurf tubing" (smooth-walled or corrugated) with pull string, from CWP or central wiring location inside the Home to an outside location within 4 feet of the power meter.
- d. Place the ENT via the most direct and shortest route.
- e. Place the ENT using sweeping bends, with no more than four 90° bends.
- f. Maximum total bends between pull points: 360°.
- g. Attach ENT to studs at least every 3 feet, and within 3 feet of any enclosure.
- h. A pull string is required.

- i. Provide Inside Wire between the CWP or central wiring location and the wall jacks for the AT&T Services in accordance with the following specifications:
 1. *Installing one CAT5e (or better) 4-pair for telephone, one CAT5e (or better) 4-pair for data, and one RG-6 Coax for video, between the CWP or central wiring location and each multimedia outlet.*
 2. *All multimedia outlets should be located within 3 feet of, and within the same room as, a standard 110V AC non-switched and grounded electrical outlet.*
 3. *All CAT5e (or better) 4-pair and RG-6 Coax wiring must be installed in a Star (Hub and Spoke) topology with home run cables.*
 4. *Terminating the in-home CAT5e (or better) at the CWP or central wiring location, on a data module (if CWP is installed) or an RJ45 CAT5e (or better) module (if CWP is not installed).*

2. Window Air Conditioning units shall be prohibited.

- 3. Sewage Disposal Systems.** No cesspool, septic tank or other sewage disposal systems shall be installed on a Lot. All Lots shall connect to public utility systems.

C. Landscape Planting and Installation Requirements

1. PLANTING REQUIREMENTS.

- a. The Architectural Control Board will work with the Owner and may alter requirements depending on the materials selected in relationship to the overall appearance. Landscaping of the individual homes should reflect and enhance the overall character of the neighborhood.
- b. Landscaping and the building of driveways or fencing within utility servitudes is permissible, but it is the responsibility of the owner if in the future there is a need to remove same for access to such utilities.
- c. Existing trees are very important to the visual character and quality of life at The Reserve at Parker District. While it is inevitable that some trees will be removed to accommodate houses and site development, that removal shall be done by approved professionals after written approval for the specific tree to be removed.
- d. General Requirements for Homeowner:

- 1) One (1) 2.5" caliper tree and beds with ten (10) three (3)-gallon shrubs and (1)-gallon groundcovers (other than turf grass) in the front yard per lot for Lots 1-13.
- 2) All other lots to landscape entire front yard area with beds with three (3)-gallon shrubs and (1)-gallon groundcovers (other than turf grass).
- 3) All non planted or paved areas shall be sodded in the side and back yards.
- 4) Requirements may be altered by the Architectural Control Board depending on size of material and overall appearance.

2. LANDSCAPE INSTALLATION AND COMPLETION

- a. All landscape areas must be completed prior to occupancy by the homeowner.
- b. If the owner moves in or occupies the home prior to the completion of the front landscaping, a fine of \$100/ day will be assessed.
- c. In addition, landscape deposit check shall be provided by owner to the homeowners association. If work is not completed within 30 days of occupancy, the association will use the deposit check to complete minimal landscape. If work is complete on time, the deposit check will be returned to the owner.
- d. All rear yards shall be sodded to control runoff. Certified centipede, Zoysia, or St. Augustine sod is recommended. Side and rear yards may be sprigged, plugged, sodded or seeded as indicated on the landscape plans.
- e. All landscape architects and contractors shall follow Louisiana Nursery Specifications and Standards.

3. LANDSCAPE MATERIALS

- a. Topsoil: provide new topsoil for fine grading and all planting beds which is fertile, natural sandy loam, free of subsoil, clay, lumps, weeds, and other litter. It shall be free of roots, stumps, stones, or concrete pieces larger than two (2) inches in any dimensions.
- b. All structural soils, toxic, and contaminated soils that would be considered harmful to plant growth shall be removed.

- c. Planting soil mixes shall be appropriate for the specific species to be installed.
- d. Suggested plant species are provided; however, alternative plant materials may be submitted on the landscape plans for approval by the Architectural Control Board prior to installation.
- e. All planting and materials shall conform with ANSI Z60.1, "Standard for Nursery Stock".

Recommended Plant Species:

Trees:

American Hornbeam (*Carpinus caroliniana*)
Parsley Hawthorn (*Crataegus marshallii*)
Savannah Holly (*Ilex x attenuata* 'Savannah')
Saucer Magnolia (*Magnolia x soulangeana*)
Sweet Bay (*Magnolia virginiana*)
Nuttall Oak (*Quercus nuttallii*)
Willow Oak (*Quercus phellos*)
Bald Cypress (*Taxodium distichum*)

Shrubs:

Azaleas
Vintage Jade Distylium (*Distylium* 'Vintage Jade')
Henry's Garnet Virginia Sweetspire (*Itea virginica* 'Henry's Garnet')
Drift Groundcover Roses
Adagio Maiden Grass (*Miscanthus sinensis* 'Adagio')
Pink Muhly (*Muhlenbergia capillaris*)
Mrs. Schiller's Delight Viburnum (*Viburnum obovatum* 'Mrs. Schiller's Delight')

Groundcovers:

Agapanthus
Flax Lily (*Dianella tasmanica*)
Indigo (*Indigofera kirilowii*)
Liriope

Louisiana Iris

Mondo Grass (*Ophiopogon japonicus*)

Article IV. Townhome and Cottage Lots

A. Architectural Control and Appearance

1. **Architectural Styles** will utilize elements from Louisiana Vernacular, Louisiana Classical and/or Modern, blended with architecture utilized in mountainside homes in the mountainous regions of the United States but adapted for the hillsides of St. Francisville Louisiana. These homes will feature innovative new “green” building materials alongside more traditional Louisiana building materials. Their development will be guided by architectural renderings, with examples of certain architectural elements by photographs, previously constructed cottages and townhomes in the development and strong oversight of the Architectural Control Board. It is the intent of the Developer that the cottage homes and townhomes have a strong identifying commonality through the use of similar building materials, specific elements and color patterns while, at the same time, illustrating variety through unique spaces.
2. **Satellite Dish** are not allowed without prior approval of the Architectural Control Board on any structure or on the lot.
3. **Solar Panels or Devices** are not allowed without prior approval of the Architectural Control Board on any structure or on any lot.
4. **No Outside, Above-Ground Wires, Lines Or Cables**, outside television antennas, radio antennas, or hanging devices shall be allowed without the prior written consent of the Architectural Control Board.
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- Christmas Day
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Shrubs:

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Henry's Garnet Virginia Sweetspire (*Itea virginica* 'Henry's Garnet')
Drift Groundcover Roses

Adagio Maiden Grass (*Miscanthus sinensis* 'Adagio')

Pink Muhly (*Muhlenbergia capillaris*)

Mrs. Schiller's Delight Viburnum (*Viburnum obovatum* 'Mrs. Schiller's Delight')

Groundcovers:

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Flax Lily (*Dianella tasmanica*)

Indigo (*Indigofera kirilowii*)

Liriope

Louisiana Iris

Mondo Grass (*Ophiopogon japonicus*)