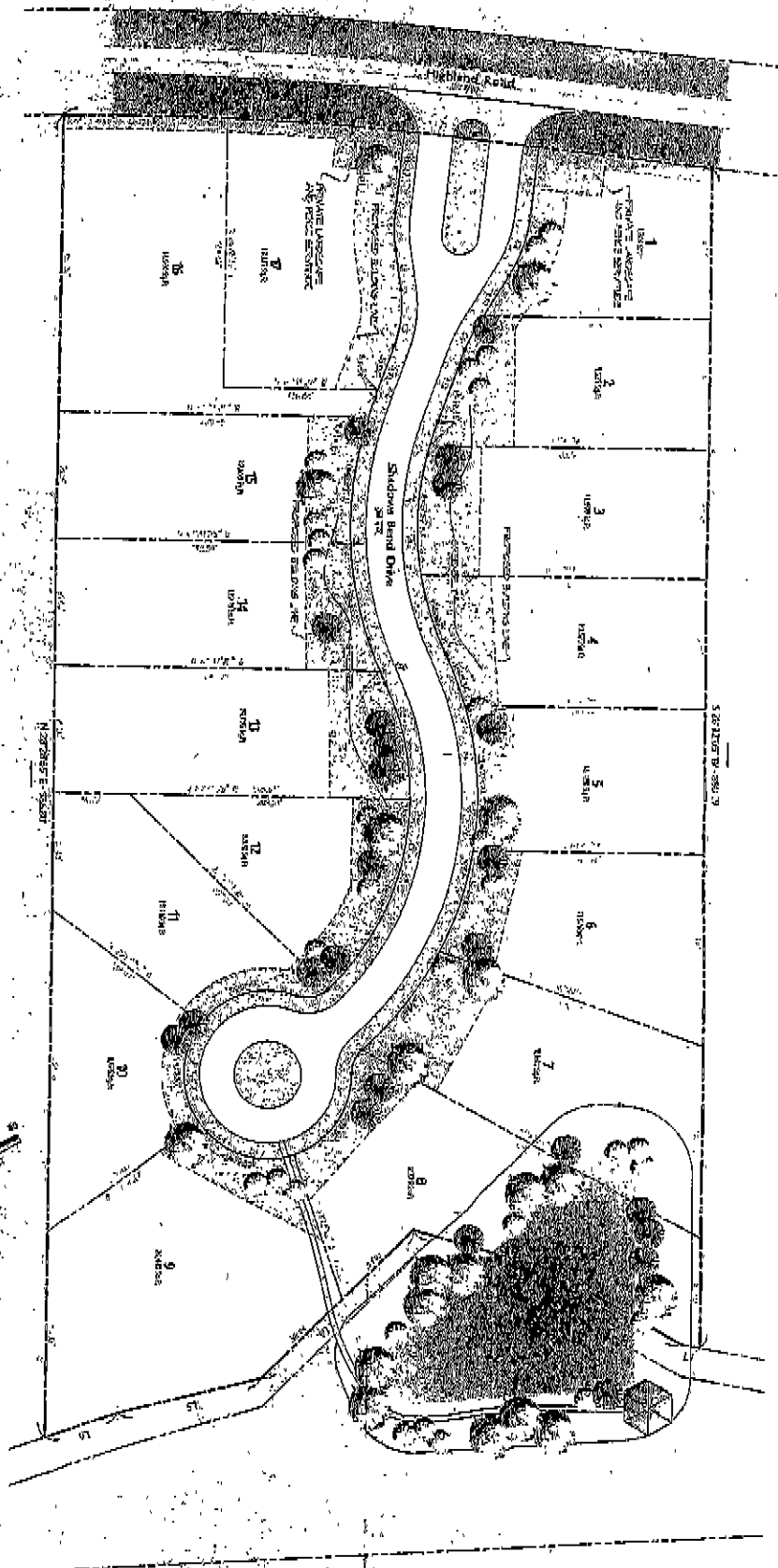


Highland Shadows

Sales Map



FERRIS ENGINEERING & SURVEYING, L.L.C.
 ONE FERRIS • 1001 SERRANO • LAGO PARK • SERRANO VALLEY
 1001 SERRANO • LAGO PARK • SERRANO VALLEY
 9251 • 9252 • 9253 • 9254 • 9255 • 9256 • 9257 • 9258 • 9259 • 9260

Act of Restrictions for Highland Shadows Subdivision

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 20th day of January, 2006, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

Highland Shadows, LLC, a Louisiana limited company having a mailing address of 8352 Bluebonnet Boulevard, Baton Rouge, Louisiana 70810, being represented herein by Ted A. Martin, its duly authorized Member, (referred to herein as "Developer") who did depose and say that Developer is the owner of the following real property:

BIGHTEEN (18) CERTAIN LOTS OR PARCELS OF GROUND, together with all the buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision known as **HIGHLAND SHADOWS**, and being designated on the official plan of said subdivision entitled "Final Plat of Highland Shadows, Being a Subdivision of Tracts S, T, U, V and the Eastern 5' of Tract W, of the Margaret Staring Property, Located in Section 68, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana" by Ferris Engineering & Surveying, L.L.C., on file and of record in the office of the Clerk and Recorder of said Parish and State, in Original 924, Bundle 11791, as **LOTS 1-17, inclusive, and TRACT "Z"**, said subdivision, said lots having such size, shape and dimensions and being subject to such servitudes as are shown said map.

all of the above described property hereinafter being referred to as the "Property".

The Developer hereby declares that it is the owner of all of the Property described above and that the Property shall be held, sold and conveyed subject to the following servitudes, restrictions, reservations, covenants, and conditions which are for the purpose of protecting the value and desirability of the Property, and which covenants shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. DEFINITIONS.

1.1 **Appointment Period.** "Appointment Period" shall mean the period of time commencing as of the date of recordation of this Declaration and continuing until the earlier of (a) the date on which Declarant voluntarily relinquishes in writing his right to appoint such three (3) members of the Board of Directors pursuant to Section 5.2 and Section 5.5, (b) the moment that all Lots in the Property have been conveyed by Declarant to non-Declarant Owners, or (c) December 31, 2011.

1.2 **Articles of Incorporation.** "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

1.3 **Assessment.** "Assessment" shall mean an assessment for costs incurred by the Association as set forth in this Declaration.

1.4 **Assessment Year.** "Assessment Year" shall mean the calendar year or such other twelve (12) consecutive calendar month period selected by the Board of Directors of the Association for the levying, determining and assessing of the annual Assessments under this Declaration.

1.5 **Association.** "Association" shall mean Highland Shadows Homeowners Association, Inc., a Louisiana nonprofit corporation, its successors and/or assigns.

1.6 **Board of Directors or Board.** "Board of Directors" or "Board" shall interchangeably mean the Board of Directors of the Association.

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

1.8 **Common Area or Common Property.** "Common Area" or "Common Property" shall mean all real property owned by the Developer and subsequently conveyed to the Association for the common use and enjoyment of the Owners and is designated as a Common Property on the Final Plat.

1.9 **Declarant or Developer.** "Declarant" or "Developer" shall mean and refer to Highland Shadows LLC, its successors and/or 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 Declarant, and then only as to the particular rights or interest of Declarant under this Declaration. Notwithstanding the foregoing, a successor of Highland Shadows LLC receiving all or substantially all of the Property owned by Declarant by reason of a foreclosure, dation en paiement, merger, or consolidation, shall be deemed a successor or assignee of Declarant.

1.10 **Declaration or Restrictions.** "Declaration" or "Restrictions" shall mean the entire body of this document entitled "Act of Restrictions for Highland Shadows Subdivision", as amended from time to time.

1.11 **Final Plat.** "Final Plat" shall mean the Final Plat of Highland Shadows Subdivision that is recorded in the official records of the Clerk of Court of East Baton Rouge Parish and which also describes the property the Developer has subjected to these Restrictions.

1.12 **First Mortgage and First Mortgagee.** "First Mortgage" shall mean the unreleased Mortgage of Record encumbering a Lot, which has the first lien priority over all other unreleased Mortgages of Record encumbering the Lot. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

1.13 **Highland Shadows or Subdivision.** "Highland Shadows Subdivision", "Highland Shadows", or "Subdivision" shall mean Highland Shadows Subdivision, as set forth on the Final Plat for the same.

1.14 **Improvements.** "Improvements" shall mean all residences, buildings or other structures and any appurtenances thereto of every type or kind as are visible outside of the Lot from any direction. Improvements shall include without limitation: fences, walls, pools, patio covers, awnings, decorations, exterior surfaces, additions, walkways, garden sprinkler systems, garages, carports, driveways, parking areas, screening walls, retaining walls, stairs, decks, fixtures, landscaping, antennae, satellite dishes, hedges, exterior tanks, solar panels, equipment, and the painting or redecoration of such. Improvements shall not include seasonal decorations, which are not permanent.

1.15 **Lot.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of any Common Area and streets dedicated to the public for public use.

1.16 **Manager.** "Manager" shall mean any person designated as Manager and employed by the Association to perform any of the duties, powers, or functions of the Association.

1.17 **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 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.

1.18 **Mortgagee.** "Mortgagee" shall mean the Person who is the mortgagee under a Mortgage and the successors and/or assigns of such Person as holder of the Mortgage interest.

1.19 **Notice and Hearing.** "Notice and Hearing" shall mean a written notice and a public hearing before the Board of Directors or a tribunal appointed by the Board of Directors, in the manner provided in the By-Laws.

1.20 **Owner.** "Owner" shall mean and refer to the record owner, whether one or more person or entities (including the Developer), of fee simple or full title to any Lot. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be any "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure. An "Owner" may also be referred to as a "Member" for purposes of referring to his membership in the Association.

1.21 **Property or Properties.** "Property" or "Properties" shall mean and refer to that certain real property described above or together with such additional real property, as may be subsequent amendment be added to and subjected to the Act of Restrictions.

1.22 **Record, Recorded or Recordation.** "Record" or "Recorded" or "Recordation" shall interchangeably mean the filing for record of any documents in the mortgage and /or conveyance records of East Baton Rouge Parish, Louisiana.

1.23 **Review Board.** "Review Board" shall mean Architectural Review Board for Highland Shadows Subdivision as appointed by the Board of Directors from time to time pursuant to this Declaration.

1.24 **Rules and Regulations.** "Rules and Regulations" shall mean the rules and regulations adopted by the Board of Directors from time to time pursuant to this Declaration. These Rules and Regulations will be commonly referred to as the "Design Code" provided by Declarant to all Owners of Lots in Highland Shadows. The terms "Rules and Regulations" and "Design Code" shall be used interchangeably throughout this Declaration.

2. PURPOSE

2.1 **Purpose.** The purpose hereof is the creation of a high quality residential community having a uniform plan of development and the preservation of property values and amenities in the community. The Property is hereby subjected to the obligations, covenants, restrictions, reservations, servitudes, liens and charges herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and more appropriated development and improvement of each Lot; to protect the Owners of Lots against improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to prohibit the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of the Property; to encourage and secure the proper location and erection of attractive homes on Lots; to prevent haphazard and inharmonious improvements on Lots; to secure and maintain building setback lines; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and purchasers of Lots therein.

2.2 **Natures and Extent.** All obligations, covenants, restrictions, servitudes and conditions of these Restrictions are intended as and are declared to be reciprocal, predial, (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition and to pay any assessments shall be also the personal obligation of each Owner of a Lot in favor of the Owners of the other Lots. The Property and all portions thereof shall be conveyed, transferred and sold by any Owner subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these Restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Architectural Review Board for Highland Shadows Subdivision (The "Review Board") of proposed plans of improvements to particular Lots. The criteria for approval by the Review Board is intended to be subjective and not objective and all criteria for approval or disapproval for proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of a act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these Restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these Restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

3. IMPROVEMENT RESTRICTIONS

3.1 **Formations and Purpose.** To carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots, the Developer does hereby establish and designate the Architectural Review Board for Highland Shadows Subdivision (the "Review Board") to perform the duties set forth below.

3.2 **Review Board Membership.** The Review Board shall eventually consist of three (3) members, being the then serving President, Secretary, and Treasurer of the Association, unless otherwise determined by the majority vote of the Board of Directors of the Association. However, until One Hundred percent (100%) of the Lots in Highland Shadows Subdivision have been built, completed, and transferred to Owners who will occupy the homes as their principal residences (unless the Initial Review Board previously resigns without designation of a designee or successor), the Review Board shall consist of three (3) members or representatives of the Developer (the "Initial Review Board"), their designees or successors. The Developer may voluntarily relinquish control of the Review Board to Highland Shadows Homeowners Association, Inc., at any time it may choose.

3.3 **Submission of Plans.**

A. **Submission of Preliminary Plans.** Prior to completion of Final Plans for any significant improvements on a Lot, the Owner thereof shall submit to the Review Board Preliminary plans (on a 1/8" scale) for such proposed improvements consisting of a floor plan, front elevation, site plan with driveway location and any proposed off-street parking. The Review Board may issue its written approval or disapproval of such plans or proposals submitted to it anytime within ten (10) days. After written approval by the Review Board of the Preliminary Plans, the Owner may move forward with Final Plans for such proposed improvements (which must also be submitted to the Review Board as set forth in Section 3.3B below).

B. **Submission of Final Plans.** Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner of a Lot shall submit to the Review Board one set of Final Plans and specifications for the construction,

remodeling, of any residence, garage, building, shed, storeroom, parking pad, fence or wall, swimming pool, greenhouse, playhouse, antenna, satellite dishes, and other improvement deemed significant by the Review Board. No work may commence on any Lot until the Review Board has given the written approval of such Final Plans. No building on any Lot may proceed except in accordance with submitted Final Plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these Restrictions or not in accordance with Final Plans approved by the Review Board as set forth in these Restrictions. Such plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Review Board or to all other Review Board members. The following must be submitted:

- i. A copy of the plans or drawings and specifications which show all exterior materials, finishes and designs, including elevations of all four sides of the building, and all interior floor plans, ceiling heights and floor finishes. Any plans for a home or other improvements should be drawn to "industry standards". In the event the plans are not drawn to "industry standards", the Review Board may not approve them.
- ii. A plot on a scale 1:20, showing the location of all improvements on the Lot, drainage plan for the Lot, building setbacks and servitudes.
- iii. The Construction Deposit (as set forth in Section 3.10 below) must be received prior to the review of the Final Plans by the Review Board.

Any other request for any approval required by the Review Board (the "Review Board") shall be submitted in writing by the applicant (with appropriate drawings or other information) to the Review Board. Approval required by the Review Board is not effective unless it is in writing and signed by a member of the Review Board. Unless otherwise stated herein, if a request for approval is submitted to the Review Board and the Review Board issues no written approval thereof, the Review Board shall consider this a disapproval of such request.

3.4 **Review Time Period.** The Review Board may issue its written approval or disapproval of such Final Plans submitted to it anytime within thirty days (30) after submission. In the event the Review Board fails to approve or disapprove within thirty days (30) any matter (including plans and specifications), which has been submitted to it, approval shall be deemed given by the Review Board, however, all other provisions of this Declaration shall continue to apply. If construction is not commenced within six (6) months after the date of approval of the Final Plans or any other proposals, then the approval is void.

3.5 **Standards for Review.** The Review Board shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. Even though the submitted plans follow all guidelines set forth in these Restrictions and the Design Code, they may be disapproved by the Review Board because the proposed home does not fit with the general architectural style of the development or the proposed home has too many features that are similar to another home on a Lot in close vicinity of the Proposed home. The Review Board may issue from time to time a handbook containing guidelines for use by builders and Owners in the selection of concepts, design techniques and /or materials/finishes for construction within Highland Shadows entitled the Design and Construction Code (the "Design Code"). However, notwithstanding anything contained herein or in any such manual of guidelines, the Review Board may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants. Notwithstanding anything in these Restrictions to the contrary, the Review Board shall have the right to approve any variances from these Restrictions when it deems it in the best interest of the overall house design or in the interest of the general plan of development for the Subdivision. The Review Board in its review of plans and specifications shall utilize the code. The Developer intends that the overall design and quality of the improvements on Lots will be enhanced through the use of "Traditional Southern" architectural designs including the styles of French Quarter, Acadian, Plantation, West Indies, Spanish Colonial, Georgian Colonial, French Colonial, or Italian Palladian.

3.6 **Finality of Decision.** The decisions of the Review Board shall be in its sole discretion. These decisions shall be final, binding and non-appealable.

3.7 **Variances.** The Review Board, at its discretion, has the right to approve any waivers or deviations from the restrictions contained in this Declaration or Design Code that it deems are appropriate, including a reduction of the required square footage not to exceed ten percent (10%). Further, written approval of the Review Board must be obtained by a Lot Owner for any waiver of the City/Parish Zoning Ordinances the Lot Owner seeks to obtain; any waiver granted by the City/Parish without the prior written approval of the Review Board must nevertheless receive Review Board approval. The Review Board shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against a Lot Owner to enforce these restrictions.

3.8 **Indemnification.** Each member of the Review Board shall be indemnified by the Owners of Lots 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 Review Board at the time such expenses are incurred, unless the member of the Review Board is adjudged guilty of willful malfeasance or misfeasance 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 Review Board may be entitled but shall be in addition to such other rights.

3.9 **Landscaping.** A landscape plan and specifications showing the name and placement of plant material, as well as quantity and size shall be submitted to the Review Board for approval. Landscape plans should be submitted with house plans, but in any event, no later than black-in stage of house construction. The entire front yard of the home must be landscaped upon completion of the home and prior to occupancy by the homeowner. Within ninety days (90) after occupancy of the home, the remainder of the landscape planting must be completed. Specific landscape requirements for each home site shall be determined by utilizing the following minimum landscape design standards:

A. The Owner shall plant one (1) tree as defined in the Design Code, per 2,000 square feet of Lot area, meaning that on an average lot of 20,000 square feet, ten (10) trees would be required. The trees must be a minimum of two and half inch (2.5") caliper, measured twelve inches (12") above the ground. One of the required trees shall be of a type and placed in a location on the Lot as specified by the Review Board.

B. Sixty percent (60%) of these trees shall be planted in the front yard with the remaining forty percent (40%) planted elsewhere on the Lot.

C. The Owner must plant a minimum of two hundred (200) shrubs, at least a three (3) gallon size each, of which sixty percent (60%) are to be planted in the front yard. The Review Board may alter this requirement based upon size of material and overall appearance.

D. Prior to occupancy of the home constructed on the Lot, the entire front and side yards shall be sodded. The rear yard shall be sodded a minimum of 25 feet measured from the rearmost point of the house, or an attached garage, toward the rear property line. In addition to the front yard, the Lot Owner shall also sod from the front of the lot to the back of the street curb. If weather does not allow sodding to be completed prior to occupancy of the home, then an additional \$2000.00 Construction Deposit (handled according to the provisions of Section 3.10 hereof) shall be required, which shall be returned when installation of the sod is complete.

E. Corner lots are considered to have two front yards, for landscaping purposes; therefore, two-thirds of the required plant materials (trees and shrubs) are to be planted in this area. One-third of the required plants are to be planted in the rear yard for corner lots.

F. All air-conditioning compressors, utility boxes, gas/electrical meters and pool equipment, pet housing and compost areas must be visually screened from the street, lake and side yard view by appropriate fencing, screening, or landscaping. These details should be submitted with the landscaping plan for the Review Board approval. When using landscaping as a screen, plants must be at least 4 feet high. Plants used shall not be of the kind that "dies back" in cold temperatures. All screening must be completed prior to home occupancy.

Notwithstanding the above to the contrary, if at least the front yard landscaping is not completed prior to occupancy of the home, then the Owner thereof shall escrow \$4000.00 with the Association. Such escrowed funds shall only be released to the Owner after completion of all of the landscaping on the Lot (front, sides, and rear yards) according to the approved landscape plan for the Lot. The escrowed funds provided for in this paragraph are in addition to any requirements for an increase in the Construction Deposit as provided in Section 3.9 (d) above.

Any Lot Owner who does not complete said landscaping prior to the above specified dates shall pay a fine of \$500.00 to the Association for each thirty (30) day period the landscaping is delayed beyond said specified dates. The Association shall have lien rights to enforce payment of such fine and any required escrow payments as set forth above.

3.10 Construction Deposit. Upon approval by the Review Board of final construction plans, and prior to commencement of construction on any Lot, the Owner shall make (or the Owner shall cause his builder to make) a Two Thousand and No/100 Dollars (\$2000.00) construction deposit payable to the Highland Shadows Homeowners Association, Inc. The Review Board shall have the right to require the Owner to submit additional funds if this Construction Deposit has been depleted by prior violations (so that the Construction Deposit on account is \$2000.00). The purpose of the Construction Deposit is to ensure:

A. Plans are submitted to the Review Board as set forth in Section 3.3 above. In the event construction of a house or other improvements are started without the prior written approval of the plans for such, then the entire amount of the Construction Deposit shall be automatically forfeited as liquidated damages to the Association. Further, all other rights of the Developer, the Review Board and the Association may have with respect to approval of the plans shall continue, including rights to injunctive relief, damages and other rights.

E. Landscaping is accomplished as set forth in Section 3.9 above. In the event landscaping is not accomplished according to Section 3.9 above, then the entire amount of the Construction Deposit shall be automatically forfeited as liquidated damages to the Developer. Further, all other rights of the Developer, the Committee and the Association may have with respect to approval of the plans shall continue, including the right to fine the Owner, rights to injunctive relief, damages and other rights.

C. A clean job site, compliance with the covenants, conditions and restrictions contained in this Declaration, overall community appearance and that the structure to be constructed is built according to the approved plans. The Review Board will issue a written notice to the Association, and to the Owner, regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in the Subdivision, "rutting" of any rights of way, the spilling of concrete on any streets or other areas of Highland Shadows, silt runoff into drains or otherwise, and any trash or debris dispensed in Highland Shadows. If the violation or damage has not been corrected within five (5) days after the date of the notice, the Review Board or the Association may correct the violation or damage and the cost of the same shall be charged to the Owner. Said amount will be deducted from the Construction Deposit until said deposit is exhausted, at which time the Owner will be billed for any additional expense. The association shall have the right to impose a special Assessment against the Lot for such costs, and may file a lien to enforce payment of any amount billed but not collected within thirty days (30) after the date of such billing the same manner used for collecting Assessments. Notwithstanding the provisions of this Section however, neither Developer, the Association nor the Review Board shall be responsible for the damage to any Lot caused by the activities of the Owner (or builder or

other involved in any activity on their behalf) of any other Lot, and shall not be held responsible for any such damage if deductions are not made from the Construction Deposit or other damage collection provisions are not made for such damage.

If no violations or damages occur (or if no deductions for such damage are made from the Construction Deposit by the Review Board or the Association), the construction deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of Improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in this Declaration. To the extent any of the Construction deposit was spent for correction of any violations or damage, any balance will be refunded to the submitter after the satisfactory completion of the improvements and landscaping.

3.11 **Approval of Plans by Review Board.** Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Section 3 of these Restrictions.

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

The minimum size requirements are as follows:

A. Houses shall contain a minimum of 4,000 square footage of living space.

B. The Review Board shall have the authority to reduce the minimum square by ten percent (10%) on a case-by-case basis in its sole discretion.

3.13 **Building Setback Lines.** For all Lots, no residence, car storage structure (other than driveways and parking pads) or outbuilding shall be built nearer the sideline of a Lot than the distance required by Parish Ordinances (eight feet), except as may have been waived in an application for a waiver or variance applied for by the Developer.

| Lot Number | Front Setback | Rear Setback | Side Setback |
|------------|---------------|-------------------------------|---------------------------------|
| 1 | 25' | 25' * | North Side 25' & South Side 15' |
| 2 | 25' | 25' | 8' |
| 3 | 25' | 25' | 8' |
| 4 | 25' | 25' | 8' |
| 5 | 25' | 25' | 8' |
| 6 | 25' | 25' | 8' |
| 7 | 25' | 25' | 8' |
| 8 | 12.5' | 15' from the Pond & Servitude | 8' |
| 9 | 12.5' | 25' | 8' |
| 10 | 12.5' | 25' | 8' |
| 11 | 12.5' | 25' | 8' |
| 12 | 25' | 25' | 8' |
| 13 | 25' | 25' | 8' |
| 14 | 25' | 25' | 8' |
| 15 | 25' | 25' | 8' |
| 16 | 25' | 25' | North Side 15' & South Side 8' |
| 17 | 25' | 25' | North Side 8' & South Side 25' |

* A variance may be applied for to reduce the rear setback from 25' to 8'.

For Lots 1 & 17, front and side street building lines shall be in accordance with the Final Plat for the Subdivision and rear yards shall be in accordance with any applicable ordinances and regulations of East Baton Rouge Parish, Louisiana, except as may have been waived by waiver or variance after application for same is approved in writing by the Developer. Unless otherwise noted on the Final Plat and approved in advance by the Review Board (and provided that the placement on a Lot does not violate any zoning or subdivision ordinances or regulations), no Dwelling Unit, building or structure, or part thereof, of any kind shall be located nearer than twenty-five feet (25') from the front property line, twenty-five feet (25') from the rear property line, or eight feet (8') from the side property lines, with the exception of Lots 8, 9, 10, and 11. Lots 8, 9, 10, and 11 shall not be nearer than twelve and a half feet (12.5') from the front property line, twenty-five feet (25') from the rear property line, or eight feet (8') from the side property lines.

3.14 Car Storage and Garage Doors. All residences shall have a garage that will accommodate not less than two or more than four cars. Garages shall load from the side or rear, and the primary opening of such shall not face any street bordering the Lot. The Garage on Lots 1 and 17 shall be allowed to load opposite either Highland Road or Shadows Bend Drive only. If the car storage area is located on the front one-half of the lot, it must be fully enclosed and it must have a closing garage door. No vehicles, trailers, or boats shall be parked on any street or street right-of-way in the Subdivision. Any parking pad in the front of a residence shall be required to be screened from the street with landscaping. A parking pad (screened from the street with landscaping) is required for any vehicles regularly parked in the front half of a Lot which are not housed in a garage. All garage doors must have a separate door for each car space and remain closed except for ingress and egress. Garage doors are preferred to be raised panel wood doors, should contain no glass, and shall not face a public street. Garage doors shall also be equipped with fully operational automatic garage door openers activated by remote control. Windows in garages that face the street must have appropriate window treatments to screen the garage interior from the street.

3.15 Driveways. Driveways shall be constructed of brick or concrete. Stained concrete and aggregate shall be approved on a case-by-case basis. Granular materials such as gravel, crushed stone or dirt are not permitted for use on driveways. Driveways shall not be constructed nearer than one foot (1') from the side property line or four (4') feet from any utility boxes or street light poles. Each driveway shall flare to an apron at the street curb of no more than fifteen feet (15'). Prior to design of a home, the Driveway plan for the Subdivision should be obtained from the Review Board and followed. The Review Board may grant variances from the Driveway Plan when deemed appropriate because of special circumstances of lot layout, house design, utility box location, street drain locations or for other reasons.

3.16 Foundations. The builder, designer or architect of each Lot shall design foundations. The Review Board's approval of construction plans for a Lot is limited only to appearance and not structural design or engineering, for which the Review Board takes no responsibility and shall have no liability. Foundations for all homes in the Subdivision shall have a finished height of no less than seventeen feet (17') above sea level and the board used for forming the foundation slab shall have a minimum depth of twelve inches (12"). For any foundation slab that uses a form board (or boards) that are in the aggregate more than 12" deep, a rebated brick ledge shall be required on the front elevation of the house and sides of the house as required by the Review Board, so that no more than fifteen inches (15") of the slab is exposed.

3.17 Home Placement and Two Story Homes. In order to assure that the location of the improvements will be harmonious, that the maximum view will be available to each house, that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of other houses, large trees, common facilities and similar consideration, the Review Board reserves unto itself the sole and absolute right to control the precise site, location and orientation of any house, dwelling or other structure upon a Lot; provided however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site and location. Two story homes (and story and half homes) will be scrutinized by the Review Board from a privacy, overlook and massing standpoint.

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

3.19 **Window Units.** Window mounted air conditioning or heating units are not allowed.

3.20 **Shutters.** Where shutters are deemed appropriate, only wood shutters will be allowed. Shutter width shall be proportionate to the window (i.e., 1/2 the window width). Shutters on front elevations must be functional, with all appropriate hardware. The Review Board must approve all shutters. Shutter details must be shown on elevation drawings, including the number of battens. Picture windows should not have shutters. Closed shuttered windows (false windows) shall not have battens showing, but the window shall be framed and the attendant appropriate hardware shall be included.

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

3.22 **Roof Pitch and Materials.** When a substantial portion of the roof pitch is the same, it must be a minimum of a 10:12 pitch. At the Review Board's discretion, when some roofs of a house have pitches greater than 10:12, then some roof pitches less than 10:12 may be allowed. For second story roofs or for special roofs (such as shed roofs) the Review Board may approve a lesser pitch if the designer can show that it is more appropriate to the proportions of the house. Acceptable roofing materials are: architectural type asphalt shingle equal to or greater than Elk Prestique II with clay ridge tiles, copper, slate, cedar, and traditional metal roofing or other acceptable material approved by the Review Board. No conical type roofing or false shadow line shingles shall be allowed.

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

3.24 **Gutters.** All roof gutters shall be half round with round downspouts. Gutter colors must be submitted to the Review Board for approval prior to installation.

3.25 **Fireplace Chimneys/Stack Vents.** All exposed portions of chimneys must be brick, stucco, or synthetic stucco. Chimney caps are required and materials may be stucco, brick, slate or copper. Uncovered galvanized metal or anodized aluminum fireplace flues and chimneys are not permitted. All roof penetrations are to be painted to color of the roof and must be located in the rear of the home where possible or at the least visible section of roof mass. Plans must show height and width dimensions of chimneys. Plumbing or mechanical vents shall be connected within the attic to minimize number of roof penetrations.

3.26 **Maximum Building Height.** The maximum height of the home and accessory buildings on any lot shall not to exceed two and one-half (2 1/2) stories in height or forty feet (40') measured from the finished grade of the lot to the highest peak of the roof.

3.27 **Exterior Materials/Colors.** The exterior of the home and accessory buildings shall be constructed of wood or smooth cement board siding, brick, and stucco or other acceptable material approved by the Review Board. Imitation brick, fake stone, lava rock, and aluminum or vinyl siding are prohibited. All siding must be wood or synthetic single board lap siding subject to the Review Board approval. Siding should be used to accent the architectural style rather than used for major walls. Siding shall not be used on more than thirty percent (30%) of exterior walls, without prior written approval of the Review Board. Exterior color samples, including siding, trim, brick, roof material and colors should be submitted simultaneously to the Review Board with final plans or at the latest, prior to black-in. If any color selections or materials are installed prior to approval, the Construction Deposit shall automatically be forfeited to the holder thereof. Installation of non-approved colors/materials may result in mandatory removal and replacement. All brick used in Highland Shadows must be old brick. No black grout is allowed. Any changes in exterior colors or material must be approved by the Review Board, as must all changes to plans. The Review Board recommends the use of subdued colors. No bright or "strong" colors will be accepted. Colors will be examined not only in relation to one another on the subject home, but also

in relation to other homes within the line of sight. All painted exteriors must have at least two (2) coats of paint in addition to primer. All decks must be painted or color stained. No decks shall be allowed in the front of the home. All porches at the front of the home must be painted. All stoops and steps must be composed of either brick, stone or wood painted to match the porch. No more than six inches (6") of slab may be visible from any street. Use of brick overlay or other acceptable material is required to ensure compliance.

3.28 **Skylights/Solar Collectors.** Skylights and solar collectors are prohibited.

3.29 **Window Coverings.** No foil, sheets, reflective materials, paper or other inappropriate material or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades, or other purpose on a temporary or permanent basis. Interior window coverings placed on any windows facing any street must be lined with a white or off-white backing so as not to detract from the exterior of the home. Window coverings shall be uniform across the front elevation in order to give a consistent appearance when viewing the residence from the front of the Lot. The Review Board suggests the use of inexpensive shades as temporary window coverings until permanent window coverings are installed. Screens on windows should be submitted with plans. If added to the home later, details and location must be submitted to the Review Board for prior approval.

3.30 **Doors.** Solid core wood doors are required on the front elevations; such doors may have glass panels. No colored glass will be permitted and all beveled glass designs must be non-descript geometric patterns and approved by the Review Board. Window shades shall not be permitted to cover the front door transom.

3.31 **Windows.** All windows visible from a public street must be wood or extruded aluminum or vinyl clad exterior with divided lites unless deemed inappropriate by the Review Board. Any exterior window mullions must be on the outside of the glass. All windows facing any street must be cased in brick mold. If false dormers are used, appropriate window treatments must be used to prevent interior or attic from being seen or framing must be painted black so as not to be seen from any street. The Review Board shall have the sole and absolute discretion to alter this requirement.

3.32 **Gazebos, Arbors, & Pergolas.** Gazebos, arbors, pergolas and other detached structures should relate architecturally to the design of the home in both form and material. Details and locations of all detached structures must be submitted for approval with plans and must be approved by the Review Board prior to construction.

3.33 **Storage Sheds.** Storage sheds shall be constructed of the same materials as and be architecturally consistent with the residence. No prefab structures shall be permitted.

3.34 **Pools, Spas, & Hot Tubs.** The design and location of pools, spas, and hot tubs shall be subject to approval of the Review Board and shall be harmonious with the architecture and landscape design. Pool fences shall conform to City/Parish requirements and the requirements for fencing in these Restrictions. Pools and pool equipment must have a minimum setback of fifteen feet (15') from the rear property line and ten feet (10') from each of the Lot's sidelines.

3.35 **Tennis Courts.** Tennis courts will be permitted only when they can be constructed so as not to infringe upon view corridors and naturally screened from adjacent home sites. Two copies of a site plan showing the tennis court location, with proposed grading and screening shall be provided for review by the Review Board. Minimum setback for a tennis court from any property line is 25'. Design and color of fencing materials should blend naturally into the surrounding area with plant materials added to soften the visual impact. Wind screens should be kept to moderate heights. Surface colors should be restricted to colors such as soft reds and greens and not be highly reflective. Night lighting of tennis courts is permitted if the light does not intrude on adjacent homes. Lights must be turned off by 10:00 P.M.

3.36 **Underground Utilities.** This subdivision will be served by underground utilities only. Electric service from the electric distribution system to each Lot shall be underground.

3.37 **Drainage.** The Owner of a Lot is responsible for providing for "positive" storm water drainage in the direction indicated in the drainage plan for Highland Shadows Subdivision on file with the Department of Public Works of East Baton Rouge Parish. Drainage may be surface and/or subsurface, provided however, that any subsurface drainage system must be approved by the Review Board prior to installation thereof. An Owner shall not impede or modify the natural drainage flow of any Lot in any manner that will adversely affect other Owners. No Owner shall add fill to a Lot so as to adversely affect the drainage of any adjoining Lot or as to increase the cost of installing foundation footing on any adjacent Lot. The Review Board or any other Owner shall have the right to bring legal action to enforce this restriction.

3.38 **Erosion Control.** Where any Lot borders a lake, prior to any construction activity on the Lot (including grubbing), the Lot Owner shall install along such border a silt fence (buried in a trench so that silt cannot flow under the same). Where any Lot borders a street, prior to any construction activity on the lot, the Lot Owner shall install along such street border a mat of straw from the street curb in front of the lot to five feet (5') behind the sidewalk. The Lot Owner shall maintain the silt fence and straw required by these sections until the lot is sodded, as specified in Section 3.9 of these Restrictions. No storage of lot scrapings, building materials or debris shall be on the lakeside of the silt fence.

3.39 **Completion of Improvements.** Once construction of a house (or any addition thereto) or outside structure has commenced, it must be completed within twelve (12) months. Requests submitted to the Review Board for additional time will not be unreasonably withheld. If such improvements are not completed within the time period specified in this section, then the lot owner shall remove the foundation from the lot and restore the lot to a clean attractive appearance (unless otherwise approved by the Review Board).

3.40 **Fences and Walls.** All fence, gate and wall locations and design details must be submitted to the Review Board for approval prior to construction. Gates are considered as part of fences and must be submitted for approval. Perimeter fences shall be constructed of natural (unpainted/unstained) cedar or cypress, or brick, unless otherwise approved. No fence may exceed six feet (6') in height (unless otherwise approved by the Review Board. Board fences shall use only wood posts in combination with brick or stone columns. Fences shall not be constructed forward of the front elevation (and side elevation for a corner Lot) of the residence, except with the approval of the Review Board. Chain link or wire fences are prohibited.

For lots adjacent to the pond or Common Area:

A. Fences on such lots are discouraged except as needed for children, swimming pools and pets.

B. On these Lots, rear fences and fences on the rear fifteen feet (15') of the sidelines shall be constructed of wrought iron, simulated wrought iron, or anodized or painted aluminum to a height of no more than five feet (5'). Such fences must be painted black. No wood fences will be allowed in these areas. The balance of the sideline fences (forward of the last 15 feet) may be of wood following the specifications for wood fences above, or such fence may be brick or other material approved. There shall be no fences placed by any Lot Owner on any Common Area. Lot owners should refer to Exhibit B of these Restrictions for more details of these fence requirements.

3.41 **Jobsite.** Builders are required to maintain a jobsite clean of debris and waste material. Building materials are to be kept in neat piles and waste containers are to be provided and maintained. All materials, debris, and waste are to be kept within the owner's respective lot. No construction materials or debris may be stored on any Common Area. Mud from construction vehicles on the streets of the Subdivision shall be removed before each day's end and shall not be washed into street drains. Materials are not permitted to accumulate on any Lot for a period exceeding 30 days from their first delivery.

3.42 **Trash, Littering, Stockpiling.** All construction sites are to be clean so as to facilitate a pleasing appearance to homeowners, visitors or prospective buyers and to eliminate any hazards for the visitors who will be touring through the various construction projects. All wrappers, paper goods, and lightweight building materials that could potentially blow onto adjacent properties or the lake area shall be maintained, properly stored or deposited in trash receptacles on a daily basis. Any food wrappers, container, etc. from lunch or breaks of workers shall be deposited in trash receptacles on their respective building site. Workers shall use no Common Areas for lunch or breaks. There will be no stockpiling or dumping on adjacent lots. Every effort should be made to keep any construction debris off of adjacent property and lake. When construction is to begin adjacent to a vacant Lot, the contractor shall not utilize such adjacent property in any manner unless the adjacent Lot Owner has granted prior approval and conditions. Any damage to adjacent property is to be repaired immediately. There shall be no burning of construction materials, trash, debris or and other materials on any job site. Neither the Developer, the Association, nor the Review Board shall be responsible for any damage caused by any fires that occur.

3.43 **Speed Limit.** The established speed limit within the Subdivision is 25 miles per hour for construction vehicles, including light trucks and autos. This must be strictly adhered to.

3.44 **Utility Line Usage.** Builders shall use only utilities provided on the jobsite they are working. No utility connections from adjacent or nearby Lots shall be used.

3.45 **Damages.** Any damages to streets, street lights, street signs, mailboxes, drainage inlets, curbs, landscaping, Common Area, the lake, or adjacent Lots or any other similar property and infrastructure may be repaired by the Review Board or Association and such costs will be deducted from the \$2000.00 construction deposit (as set forth in Section 3.10 of these Restrictions). If the cost exceeds \$2000.00 the responsible Lot Owner will be billed for the remaining amount and obligated to pay such cost. The Review Board shall have lien rights on the Lot Owner's Lot to enforce collection of such amounts.

3.46 **Spillage.** Vehicle operators are required to see that they do not spill any damaging materials while within the Subdivision and if spillage of a load occurs, operators are responsible for cleaning up the same. If the spill is not cleaned up, the cost of clean up will be deducted from the \$2000.00 Construction Deposit of the responsible Lot Owner. If the cost exceeds the \$2000.00, the responsible Lot Owner will be billed for and obligated to pay the cost of such clean up. PLEASE REPORT SPILLS TO THE REVIEW BOARD.

3.47 **Utility Lines/Pipe Cuts/Repairs.** If any utility line or pipe is cut, it is the builder's responsibility to report the accident to the proper utility company (or Dept. of Public Works for East Baton Rouge Parish of cuts of a sewer line). The cost of repairs for such damage will be the responsibility of the Lot Owner whose builder caused the damage.

3.48 **Short Cuts.** No short cuts across any adjacent lot, any Common Area, landscape area or park area are allowed, and no driving or parking on any of such areas is allowed.

3.49 **Parking of Equipment.** No vehicles (trucks, vans, cars, etc.) shall be parked overnight on any of the Subdivision streets thereof or properties adjacent thereto. Construction equipment may be left on the site while needed, but must not be kept on the street or vacant Lots in the subdivision. No building materials or equipment of any kind may be placed or stored on any Lot except in the actual course of construction of an improvement on a lot. No vehicle may be parked on any driving surface in any manner that blocks the driving surface of any road or private driveway or on Lots other than the one where the contractor is working. Any unregistered, unauthorized or illegally parked vehicle of any kind will be towed off the property at the expense of the owner of the vehicle. Contractors may park on the street in front of the subject Lot as long as they do not block the flow of traffic and vehicles are not left overnight.

3.50 **Concrete Truck Deliveries and Washouts.** Concrete trucks may only be washed out on the site where they have just poured the slab or drive. Concrete trucks may not be washed out on any street, sidewalk, street basin, undeveloped property, Common Area, landscape area or park area. There will be no exceptions to this rule. The builder is to designate a washout area on the Lot where the pour is taking place

and notify the concrete truck driver as to where it is. Any cost of clean up by the Review Board or the Developer will be deducted from the Construction Deposit at twice the direct cost. Concrete trucks may not use any adjacent Lots or Common areas for the pour, unless they receive permission from the adjacent property owner and agree to rectify or pay for any damage to such adjacent property.

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

3.52 **Loud Music.** Loud radios or noise (during construction or otherwise) will not be allowed within the Subdivision. Speakers mounted on vehicles or outside of houses under construction will not be permitted.

3.53 **Sunday Work.** No construction work on Sundays will be allowed other than work which is not noisy such as manual painting, without the express written consent of the Developer or the Review Board.

3.54 **Sidewalks.** Builders should put a load of dirt across the sidewalk where concrete trucks and building material trucks are to cross to make deliveries. All cracked or broken sidewalks caused during construction on the subject Lot or other Lots must be repaired prior to occupancy of the Improvements under construction.

3.55 **Grass and Weeds on Construction Sites.** During home construction, the builder and Lot Owner must appropriately maintain grass and weeds. If the Review Board has to contract to have such work done due to inaction of the builder/Lot Owner, the cost will be billed to the builder/Lot Owner at twice the cost (or the Review Board can request the Sheriff to mow the Lot and collect the cost of the same from the Lot Owner or lien the Lot according to the Sheriff's procedure). If such costs are not paid, they may be deducted from the Construction Deposit.

3.56 **Sewerage.** No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system until the design for that method of treatment and the Review Board and the appropriate health units of governmental bodies having jurisdiction over such matters have approved disposal. There shall be no connection to the Subdivision sanitary sewer system that has not been approved and permitted by the proper East Baton Rouge Parish authorities.

4.

GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

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

4.2 **Resubdivision of Lots.** No Resubdivision of one or more Lots shall be allowed without the prior written consent of the Review Board, after the Review Board has approved of such decision by majority vote. Notwithstanding the above to the contrary, however, so long as the Developer is the Owner of any lots in Highland Shadows Subdivision, the Developer may subdivide any lots of Highland Shadows

Subdivision in its sole discretion, without needing the vote of any other Lot Owners or approval from the Review Board or any other parties.

4.3 **Servitudes and Rights of Way.** Various servitudes and rights of way for installation and maintenance of utilities, drainage facilities and ditches, and for sidewalks are reserved as shown on the Final Plat and other recorded plats relating to the Property. Within these servitudes, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow or drainage of water through drainage channels in the servitudes (easements) or which may interfere with the passage along the sidewalks. The servitude area on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements that are placed in any servitude area, such items are subject to removal or damage at the Lot Owner's expense in the event work in the servitude is required.

4.4 **Single Residence.** No trailer, basement, shack, garage, garage apartment, storage room, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently, except that garage apartments may be occupied as a residence for domestic servants for, or family members or occasional non-paying guests of, the occupants of the main residential premises on the Lot. No structure may be occupied as a residence until its exterior is completely finished.

4.5 **Animals.** No animals, livestock, poultry, or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and further provided that they are kept, bred, or maintained otherwise in accordance with law. Domestic animals shall not be permitted to roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. Dogs that tend to obsessively bark shall not be allowed to remain outside in the yard of any residence.

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

4.7 **Lot Maintenance.** The Lot Owner shall keep the grass, weeds and vegetation on his Lot mowed and trimmed at regular intervals so as to maintain the same in a neat and attractive manner. For all lots, the yard to be maintained includes the grass area between the front of the lot and the back of any street curb bordering the Lot. The Lot Owner shall maintain landscaping in a neat and attractive manner. If the Lot is not mowed and kept clean by the Lot Owner (and the landscaping maintained) the Review Board may notify the Lot Owner of the condition. If after 10 days from the sending of such notice, no action is taken by the Lot Owner, then the Review Board may cause said Lot to be mowed (and landscaping maintained) and the Owner of such Lot shall be billed the greater of the cost thereof (including attorney fees if legal action for collection is deemed necessary by the Review Board) or \$100.00 per mowing (or maintenance). The Association shall have lien rights to enforce payment of any charges for such mowing and maintenance (and attorney fees if legal action for collection is deemed necessary by the Review Board).

4.8 **Maintenance (Home Exterior).** Each Owner of a home shall keep the exterior of said home reasonably maintained, including garages, carports and other approved outbuildings. This shall include the painting or replacement of roofs, gutters, downspouts and exterior building surfaces and any other necessary maintenance including the replacement of windows, doors, and shutters when necessary.

4.9 **Playground Equipment.** Playground equipment and swing sets may be made of wood, metal, or plastic. Metal equipment must be kept in good condition, free of rust and chipping paint. Wood is recommended. All such playground equipment must be placed in the rear or the side of the Lot only. All such equipment must be screened from view with adequate landscape shrubbery or fencing so as to reduce

visibility from the street. The Developer will not install any playground equipment on any Common Areas in the Subdivision.

4.10 Basketball Goals. Basketball goals are permitted, however, under no circumstances are basketball goals allowed to be attached to any part of a residence or other structure. Any Owner desiring to install a basketball goal must get the Review Board's approval of the location and placement of the same prior to installation.

4.11 Commercial Activities. No commercial, business or trade activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Subdivision. This restriction, however, shall not prohibit a builder from erecting a temporary shed and/or office on any Lot during the construction of a house on the same Lot. A Builder may use a home or homes as a model and temporary sales office during his building program in the subdivision. An exception to this paragraph is that the Developer (or its designee) may have a construction and /or sales office in the subdivision. These Restrictions shall not prohibit any home office that is allowed according to the type of zoning on the Subdivision (applying the zoning ordinances of East Baton Rouge Parish); however, no direct retail or wholesale sales activities shall be allowed from residences or Lots in the Subdivision.

4.12 Signs. No signs of any kind, except standard real estate "For Sale" signs and signs designating those involved in the construction of any residential homes or other approved improvements in the Subdivision (each not exceeding five square feet in size). The Developer is exempted from the restriction. No signs (such as garage sale, lost pet, announcements, etc.) shall be attached to any subdivision street sign poles or light poles.

4.13 Satellite Dishes. No television (or other) satellite dish larger than 24 inches in diameter may be installed on any Lot except with the prior written approval of the Review Board. No satellite dish shall be installed on any fence, nor shall a satellite dish be visible from any public street, or any residence in Highland Shadows.

4.14 Mailboxes. The Developer will designate a type of mailbox, including mounting post (the "Subdivision Mailbox"), as to design, construction, material and color, to be used for all Lots in the Subdivision. When a house is built on any Lot, the Owner thereof shall only use a Subdivision Mailbox, the purchase and maintenance of which shall be the sole responsibility and at the sole cost of each respective Owner. The Review Board may designate a mailbox placement plan (depending on requirements of the U.S. Postal Service), in which case each Owner shall place his respective mailbox according to such plan.

4.15 Mobile Homes, Trailers, Boats & Other Vehicles. The keeping of a mobile home or mobile home trailer, either with or without wheels, on any Lot is prohibited. No school buses shall be allowed to be kept or stored on any Lot or street in the Subdivision at any time. No houseboat, recreational vehicle (motor home), large camper trailer, truck (larger than a pick-up truck) may be maintained, stored or kept on any Lots.

4.16 Vehicle Parking. No vehicle shall be parked on any street or in front of Lots on a frequent, regular or permanent basis after construction of the Improvements are completed. No vehicles may be parked on or within any common landscape area, on the neutral ground of the street, and the lake area. No vehicles may be parked on any driving surface in any manner that blocks the driving surface of any road or private driveway. Any unregistered, unauthorized or illegally parked vehicle of any kind will be towed at the expense of the owner of the vehicle. Refer to section 3.14 of these Restrictions for other parking requirements. The Association shall have the authority to promulgate Rules and Regulations to govern vehicle operation and parking in the Subdivision.

4.17 Go-Carts, Motorbike, & Other Similar Vehicles. No unlicensed go-carts, motorbikes, off-road vehicles and other similar vehicles shall be permitted to be driven on the streets, sidewalks, street rights-of-way or the Common Areas. Also, no unlicensed operators shall be allowed to drive or operate any of these types of vehicles or any other licensed vehicles on the streets, sidewalks, street rights-of-way or the Common Areas.

4.18 **Firearms.** The use of firearms or air guns is strictly prohibited in Highland Shadows Subdivision.

4.19 **Antennas, Outside Lighting and Outside Sound.** No outside aboveground lines, outside television antennas, radio antennas, or hanging devices shall be allowed without the prior written consent of the Review Board. Antennas will under no circumstances be allowed to be placed in front of the farthest front or side extension of the residence or garage on any Lot. Exterior site lighting and security lighting shall not infringe upon adjacent neighbors. Utility poles shall be prohibited. Outside music, sound-producing devices and any other mechanical devices shall be subject to the approval of the Review Board. Outside music shall not be played so loudly that it is considered a nuisance by neighbors. The Review Board shall have the sole discretion as to what may or may not be considered a nuisance.

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

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

4.22 **Nuisances.** No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other Owners. Decisions of the Review Board in its sole discretion shall be final as to what does or does not constitute an annoyance or nuisance.

4.23 **Pond.** No motorized (gas or electric) boat or motorized waterborne vehicle shall be allowed in the pond. No swimming shall be allowed in the pond. No decks, piers or other structures shall be allowed in the pond or on any common Area, except for any common structures constructed by the Association, which have been approved by the Board of Directors of the Association. No boats or other floating devices shall be allowed to be kept or stored on the Common Area. Neither the Developer, the Association, nor the Review Board is responsible for any injury incurred by anyone using the pond or Common Areas.

5. HOMEOWNERS ASSOCIATION

5.1 **Organization.** Highland Shadows Homeowners Association, Inc. (the "Association") shall be 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. There shall be only one Association that shall have jurisdiction over the property.

5.2 **Board of Directors.** The Board of Directors shall manage the affairs of the Association. Except during the Appointment Period as stated in Section 1.1 and Section 5.5 of this document, the numbers, term, election and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and/or the By-Laws. During the Appointment Period, the Board of Directors, of the Association, will consist of three (3) members appointed by the Developer. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Association or to agents and employees of the Association. The Board of Directors may take action by or on behalf of the Association or any duly authorized executive committee, officer, manager, agent or employee without a vote of Owners, except as otherwise specifically provided in this Declaration.

5.3 **Membership in Association.** The Owners of a Lot shall collectively and automatically constitute a single member of the Association by virtue of and to the extent of the Owner's ownership of the Lot, there being one membership in the Association for each Lot. The membership shall automatically pass with the ownership of the Lot. Persons may hold separate memberships in the Association by virtue of their ownership of separate Lots. Membership in the Association shall not be assignable and shall not pass separate and apart from ownership of a Lot.

5.4 **Voting Rights of Members.** Any Owner may exercise the rights and privileges of membership, including the right to vote and to hold an office in the Association, but in no event shall more than one vote be cast for each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one Person seeks to exercise it. The voting weight appurtenant to each Lot shall be equal and each Lot shall have one vote.

5.5 **Board of Directors during Appointment Period.** During the Appointment Period, the Board of Directors shall consist of three Directors, and Declarant shall have and hereby reserves the continuing right to appoint the three Directors during such Appointment Period.

5.6 **Duties and Powers of Association.** The Association has been formed to further the common interests of the Owners. The Association, acting through the Board of Directors or through Persons or Managers to whom the board of Directors has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the common Areas. Among other things, it will be the responsibility of the Association (through its Board of Directors) to:

- A. Elect officers to conduct the affairs of the Association.
- B. Enforce all covenants and restrictions herein contained.
- C. Serve and represent the Owners in any public matter or hearing affecting the subdivision.
- D. Maintain any landscaping and other structures at the Subdivision entrance and all Common Areas.
- E. Maintain the grounds (including cutting the grass) on all Common Areas.
- F. Maintain (and replace the equipment and facilities of, when needed), supervise, insure with liability insurance, make rules for and monitor the use of the Common Areas.
- G. Maintain the pond and the bank thereof in a neat and attractive manner. Keep the fountains in the pond and landscape areas in good working order and replace the same when required. Maintain the irrigation systems and lighting systems through the Subdivision.
- H. Paint, reseal, maintain and replace when required the entrance and the street signs and poles throughout the Subdivision.
- I. Act in any other capacity or matter in which the majority of the Board of Directors so votes.

5.7 **Acceptance of Property and Facilities Transferred by Declarant.** The Association shall accept title to any common Area indicated as such on the final Plat, subject to the rights reserved elsewhere in this Declaration.

5.8 **Management and Care of Common Areas.** The Association shall manage, operate, care for, maintain and repair the Common Area and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Association shall have title to the Common Area and no Owner or any other Person shall have the right to claim, own or partition any Common Area.

5.9 **Budgets and Assessments.** The Association shall adopt budgets and levy and collect assessments as required by the By-Laws or otherwise in a manner consistent with this Declaration and with the customs and practices of similar organizations in East Baton Rouge Parish, Louisiana.

5.10 **Rules and Regulations.** The Association may from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or any amended act, the operation of the Association, the use and enjoyment of Common Areas and the use of Lots. Any Rules and Regulations shall be reasonably and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. In the event of any conflict between the Design Code and this Declaration, this Declaration shall prevail. The Association shall have the power to enforce the provisions of this Declaration, and the Rules and Regulations and shall take such action, as the Board of Directors deems necessary or desirable to cause such compliance by each Owner.

5.11 **Access Restrictions.** The Association (through the Board of Directors) shall have the power to restrict access, ingress and egress of Owners and invitees to, from, between and on Lots, Common Areas and rights-of-way, subject to the Rules and Regulations.

5.12 **Servitudes.** The Association shall have the power to grant permits and licenses and access, utility, drainage, water facility and other servitudes in, on, over, across or under Common Areas as may be reasonably necessary or useful for the proper maintenance of the Common Areas. The Association shall also have the power to enter into agreements for the construction and maintenance of drainage facilities over adjoining property to further the development of the Property.

5.13 **Restrictions on Builders.** The Association will review on a case-by-case basis all chosen builders, contractors and architects. It is the responsibility of the Owner of the Lot to comply with all building and design guidelines set forth in this Declaration, regardless of which builder, contractor or architect is chosen. The association shall have the power to determine that any builder, contractor or architect is unsuitable for construction work on the Property and to prohibit the builder, contractor or architect from working on any project on the Property, or on any Lot.

5.14 **General Corporate Powers.** The association shall have all of the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act, including; without limitation, the power and right to enter into partnerships and other agreements, to hire employees, agents, consultants, subject only to such limitations upon such powers as may be set forth in this Declaration, the Articles on Incorporation or the By-Laws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, the Articles of Incorporation, the By-Laws or Rules and Regulations and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration, the Articles on Incorporation, the By-Laws or the Rules and Regulations.

5.15 **Rights During Appointment Period.** Declarant shall have, and hereby retains and reserves certain rights as set forth in this Declaration with respect to the Association for the duration of the Appointment Period. The rights, reservations and servitudes of Declarant set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

ASSESSMENTS

6.1 **Regular Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to agree to pay the Association regular assessments, special assessments, dues or charges (including the possible liens that may be imposed by the terms of these Restrictions, including, but not limited to, those set forth in Section 3.9, Section 3.10, Section 3.45, and Section 4.7), as may be established and provided for in these Restrictions. Beginning in the year 2007, each Lot shall be subject to and the Lot Owner of which shall pay a semi-annual assessment of Four Hundred and Eighty dollars (\$480.00), payable January 10 and July 10 of each year (the "Initial Assessment"). The Initial Assessment shall remain effective for the years after 2007 unless changed by the required vote of the Board of Directors as set forth below. All Assessments shall be paid to Highland Shadows Homeowners Association, Inc. After 2007, the assessments may be increased or decreased no more than 10% per year by the affirmative vote of the majority of the Board of Directors of the Association. Any increase or decrease in assessments and/or dues greater than 10% per year may only be effected by (i) a majority vote of Owners who are voting in person or by proxy at a meeting duly called for this purpose and (ii) the vote of Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association. The Common Expenses to be funded by the annual Assessments shall include amounts to pay for the responsibilities of the Association as set forth in Section 5.6 above and as otherwise set forth in these Restrictions, including, but not necessarily be limited to, the following:

A. Management fees and expenses of administration, including legal and accounting fees and insurance premiums;

B. Utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash Collection and security services, if any such services, if any such services or charges are provided or paid by the Association;

C. The expenses of maintenance, operation, and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of the declaration including the maintenance of the drainage facilities;

D. The expenses of maintenance, operation, and repair of other amenities and facilities serving the Subdivision, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;

E. Amounts spent with independent professionals by the Review Board for plan review;

F. Ad valorem real and personal property taxes assessed and levied against the Common Areas;

G. The expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;

H. Such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots; and

I. The establishment and maintenance of a reasonable reserve fund or funds (A) for inspection, maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency

expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

Notwithstanding anything in these Restrictions to the contrary, the Developer shall be exempted from the payment of any regular assessments, special assessments or any other charges or assessments of any kind to the Association. The Developer, however, will make contributions to the Association to cover the shortfall between dues income and actual expenses of the Association (not including reserves and contingency funds) for the year 2006.

6.2 Special Assessments. In addition to the regular Assessments authorized above, the Association, acting through its Board of Directors, may levy, in any Assessment Year, special Assessments for Common Expenses, applicable to that year only, provided that such Assessment shall be approved by (i) Declarant, for so long as Declarant owns any Lot primarily for the purpose of sale, and (ii) by a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 6.4 below. The Board of Directors may make such special Assessments payable in installments over a period, which may, in the Board's discretion, extend in excess of the fiscal year in each adopted. Such special Assessments are to be pro-rated among the Lots equally as provided with respect to regular Assessments. The Developer is exempted from paying any Special Assessments for any Lots it owns in the Subdivision.

6.3 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against such Owner and his respective Lot. The individual Assessments provided for in this Section 6.3 shall be levied by the Board of Directors, and the amount and due date of such assessment so levied by the Board shall be specified by the Board. The Board of Directors may levy, as an individual Assessment, an Assessment for the charges that may be imposed by the terms of these Restrictions, including, but not limited to, those set forth in Section 3.9, Section 3.10, Section 3.45, and Section 4.7. The Developer is exempted from paying any Individual Assessments for any Lots it owns in the Subdivision.

6.4 Notice of Meeting and Quorum. Written notice of any meeting of the Association called for the purpose of taking any action, including establishing or changing assessments (when a vote of Owners is required), shall be sent to all Owners not less than 10 days nor more than 30 days in advance of the meeting. Only a member of the Board of Directors or any officer of the Association may send said notice. The presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes shall constitute a quorum. In the event a quorum is not present at a duly called meeting, the meeting shall be adjourned, thereafter, written notice of a second meeting shall be given as set forth above in this paragraph and a quorum shall not be required at such second meeting, provided such second meeting is held within 60 days after the first meeting.

6.5 Liens. All sums assessed or levied by fine or otherwise against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, any other costs or expenses and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association as set out in Section 6.6.

6.6 Effect of Nonpayment: Remedies of the Association. Any Assessment of an Owner, or any portion thereof, which is not paid when due shall be considered delinquent. Any Assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of twelve per cent (12%) per annum. In the event an Owner fails to pay an Assessment within ten days (10) after the due date thereof, the Board of Directors of the Association may send the delinquent Owner notice of such payment due. If the delinquent Owner fails to pay the amount due within thirty (30) days after the date of mailing of such notice, the Board of Directors may elect to file a claim of lien against the Lot of the delinquent Owner by recording a notice in the mortgage records of East Baton Rouge Parish setting forth; (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c) the legal description and municipal address of the Lot against which the lien shall be filed, and signed and acknowledged by an

officer of the Association or other duly authorized agent of the Association. The lien shall be prior to any declaration of homestead rights and any other lien, encumbrance or Mortgage encumbering the Lot; provided, however, that a previously recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien, encumbrance or Mortgage encumbering the Lot. The Lien shall secure all amounts set forth in the notice of lien, as well as all subsequently accruing amounts (including reasonable attorneys' fees). The Lien shall continue until the amount secured by it and all subsequently accruing amounts (including attorneys' fees) are fully paid or otherwise satisfied. When all amounts claimed under the notice of lien and all other cost (including reasonable attorneys' fees) 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. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Louisiana. The 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 previously recorded First Mortgage shall extinguish the lien, but it shall not relieve the purchaser or the transferee of the Lot from liability for, or the Lot from the lien of, any Assessments, late charges, interest and costs of collection (including reasonable attorneys' fees) which are extinguished by the foregoing provision which may be reallocated by the Association and assessed to all Lots as a common expense. In the event that the Assessment remains unpaid after sixty days (60) from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and foreclose upon its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to Lot, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner shall remain personally liable for Assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot.

7. GENERAL PROVISIONS

7.1 **Interpretation of Restrictions.** These Restrictions, including all obligations, covenants, Restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted to provide authority to the Declarant, the Association and the Committee to create and maintain the Subdivision. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

7.2 **Knowing Violation of Restrictions.** In the event of a knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restrictions after receipt, by the violator or Owner of the Lot on which the violation occurs, of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator, or Owner of the lot, court costs and reasonable attorneys' fees to be fixed and awarded by the court.

7.3 **Amendment of Restrictions by Developer.** The Developer reserves the right to amend these Restrictions one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Developer. An amendment pursuant to this section shall affect all lots in the Subdivision unless stated otherwise in said amendment. Any amendment of these Restrictions shall be in writing and shall be effective when filed for recordation in east Baton Rouge Parish, State of Louisiana. The amendment may increase or decrease lot sizes, square footage requirements, or other amendments as determined by the Developer to be in furtherance of the development of the Subdivision. Developer anticipates amending the configuration of Lot 8; upon filing of the plat of resubdivision of said Lot 8, these Restrictions shall apply to said Lot 8 (or the successor lot which will be comprised primarily of the then former Lot 8), as resubdivided.

7.4 **Amendment of Restrictions by Owners.** Except as may otherwise be provided in this Declaration, and subject to provisions elsewhere contained herein requiring the consent of Declarant or others, any covenant, condition, restriction, servitude or other provision contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by a vote of the members of the Association holding at least two-thirds (2/3) of the voting power of the Association, present in person or by proxy at duly constituted meetings. The amendment may increase or decrease Lot sizes, square footage requirements, or other amendments as determined by the voting group to be in furtherance of the development of the Subdivision. Notwithstanding the above to the contrary, however, so long as the Developer is an Owner of a Lot or Lots in the Subdivision, there shall by no amendment to these Restrictions without the Written consent of the Developer on the amendment document.

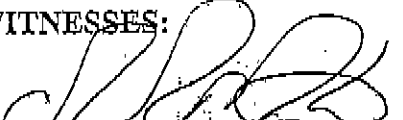
7.5 **Notices.** Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the house on a Lot in the Subdivision, or if there is no house on a Lot, the address which the Owner of such lot have given the Secretary of the Association for mailing of notices. If no address has been given the Secretary for mailing of notices for lots which do not have a house thereon, then notices are not required to be made to the Owner of such Lot, but may be sent to the person who appears as Owner on the records of the Assessor for East Baton Rouge Parish, Louisiana at the time of mailing at the address shown on such Assessor's records.

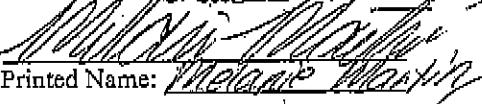
7.6 **Enforcement.** If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner, the Association or the Developer to prosecute any proceeding at law or in equity against such an Owner violating or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by a mandatory or prohibitory injunction without the necessity of providing bond, each owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these Restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter against such violating Owner or any other Owner, which may participate in a similar violation at a future date.

7.7 **Severability.** Invalidation of any one of these reservations, restrictions, covenants or conditions by judgment or court order shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.

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


WITNESSES:

1) 
Printed Name: Ted A. Martin

2) 
Printed Name: Melane Martin

HIGHLAND SHADOWS, LLC, a
Louisiana limited liability company

By: 
Ted A. Martin, Member


Notary Public JOHN R. MORGANTI
Printed Name: NOTARY #10170


CERTIFICATE OF AUTHORITY
by unanimous consent of all members
for
Highland Shadows, LLC

The undersigned, being all the members of Highland Shadows, LLC ("the Company"), hereby certify that Ted A. Martin, Member, is hereby authorized and empowered in the name and on behalf of the Company to restrict the use of any immovable property owned by the Company through the imposition of restrictive covenants, servitudes, reservations, conditions, or otherwise; and in connection with each and every power hereinabove granted to the said member, to do and perform any and all other things and to sign, execute and deliver all such acts of restrictions, restrictive covenants and other instruments or documents that he may deem necessary or proper in his sole discretion to consummate the imposition of said restrictions, including but not limited to a document entitled, "Act of Restrictions for Highland Shadows Subdivision"; he being hereby authorized and empowered to do any and all things deemed necessary and proper in his discretion to carry out the purposes of this certificate of authority and its mandate.

Third parties shall be entitled to rely on the authority granted herein, whether executed by all parties on a single certificate or executed in counterparts; unless and until written instructions to the contrary signed by all members of the Company are recorded in the Parish Recorder's office where this Certificate will have been recorded.

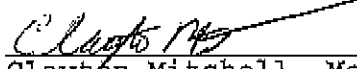
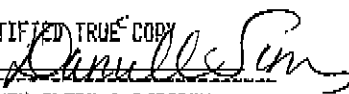
Date: January 19, 2006

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Ted A. Martin, Member
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David Law, Member

CLERK OF COURT & RECORDER


Clayton Mitchell, Member
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