

Kathy Mi

File

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE LAKE AT WHITE OAK, FOURTH FILING
AND
DEDICATION AND TRANSFER OF COMMON PROPERTIES

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

RECORDED 10th day of Sept, 1987
AT 5:10 P.M., O.R.G. 158, BDL 950
COB FOLIO , MOB , FOLIO

BE IT KNOWN that on this 9th day of September, 1987, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

LAKE PROPERTIES, a Louisiana partnership organized and existing under the laws of the State of Louisiana, having its principal office at 11822 Justice Avenue, Suite B1-B2, in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, whose Articles of Partnership are recorded as Original 308, Bundle 9735 (and amended by acts recorded as Original 762, Bundle 9769 and Original 854, Bundle 9801) official records of East Baton Rouge Parish, Louisiana, represented herein by its Managing Partner, Shenandoah Corporation being represented herein by W. T. Harger, its President, duly authorized by virtue of a resolution of the Board of Directors of said corporation on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana;

hereinafter referred to as "the Developer," who did depose and say that the Developer is the owner of that certain parcel of property comprising the fourth filing of The Lake at White Oak, in East Baton Rouge Parish, Louisiana ("the Property") containing Lots 192 through 253, inclusive, and which property is shown on a map entitled "Final Plat of The Lake at White Oak, Fourth Filing" prepared by Evans-Graves Engineers, Inc., on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana ("the official final plat"). By this act ("these restrictions") the Developer imposes upon the property the obligations, covenants, restrictions, servitudes and conditions, hereinafter set forth:

1. DEFINITIONS

1.1 Association. The term "the Association" as used in these restrictions shall mean and refer to The Lake At White Oak Homeowners Association, Inc.

1.2 Committee. The term "the Committee" as used in these restrictions shall mean and refer to the Architectural Control Committee of The Lake at White Oak.

1.3 Common Properties. The term "Common Properties" as used in these restrictions shall mean and refer to those areas of land shown and labeled as

such (including that portion of the lakes included in the Property) on the official final plat of the Property and the final plat of any other filings of The Lake at White Oak which have been or will be dedicated to the Association and devoted to the common use and enjoyment of the owners of the Property or portions thereof and the owners of other property in other filings of the Lake at White Oak which are contiguous to the Property and any other filing of The Lake at White Oak whose restrictive covenants have been accepted by the Association for administration and enforcement.

1.4 Lot. The term "Lot" as used in these restrictions shall mean and refer to any plot of land shown on the official final plat of the Property with the exception of Common Properties as defined above and streets dedicated to the public for public use.

1.5 Owner. The term "Owner" as used in these restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Developer. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

2. PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS

2.1 Purpose. The purpose of these restrictions is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The Property is hereby subjected to the obligations, covenants, restrictions, servitudes and conditions herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot; to protect Owners against such 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 guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements of 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.

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these restrictions, including, without limitation, the assessment, fine, and penalty provisions, 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 Association and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition and to pay all assessments and fines shall be also the personal obligation of the Owner of a Lot in favor of the Association and Owners of other Lots. The property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof 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 Committee of proposed plans for improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of an 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. CIVIC ASSOCIATION

3.1 Formation and Purpose. For the efficient preservation of the values and amenities in the Property, the Developer does hereby delegate and assign the powers of administering and enforcing the obligations, covenants,

restrictions, servitudes and conditions contained in these restrictions and collecting and disbursing the assessments and fines created in these restrictions to the Lake at White Oak Homeowners Association, Inc. The membership, voting rights, powers and duties shall be as more fully set forth in the Articles of Incorporation, which are recorded as Original 249, Bundle 9768, official records of the Clerk and Recorder of East Baton Rouge Parish, Louisiana, and by the By-Laws of the Association, which Articles of Incorporation and By-Laws, as they may from time to time be amended, shall be deemed to be a part hereof by reference thereto. The Association appears herein through Larry K. Sleeth, its duly authorized President, does hereby accept the rights, powers, obligations and duties herein set forth for the Association.

3.2 Membership. Every Owner, including the Developer, shall be a member of the Association.

3.3 Voting Rights. The Association shall only have one class of membership. Owners shall be entitled to one vote for each Lot in which they hold the interest required to be an Owner. When more than one person is the Owner of a Lot all such persons shall be members of the Association and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. An Owner, including the Developer, owning more than one Lot shall be entitled to one vote for each Lot owned.

4. ARCHITECTURAL CONTROL COMMITTEE

4.1 Formation 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 designate the Architectural Control Committee of The Lake at White Oak ("the Committee"), as created by act recorded as Original 253, Bundle 9768, to perform the duties set forth below.

4.2 Committee Membership. The membership of the Architectural Control Committee shall be as set forth in the above-referenced act creating the Committee.

4.3 Submission of Plans. Prior to commencement of any work on a Lot, including any grading or clearing (other than weed or trash removal), the Owner

of a Lot shall submit to the Committee a set of plans and specifications for the construction or remodeling of all residences, garages, buildings, fences and walls, swimming pools, greenhouses, retaining walls, piers and docks, and other significant improvements which must conform in all respects to these restrictions and applicable zoning ordinances and must show the proposed location of each improvement. No work may commence on any Lot until the approval of such plans has been given by the Committee. No construction may proceed except in accordance with submitted 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. Such Plans shall be considered as submitted for approval only when have have been delivered to the Chairman of the Committee or to all other Committee members. The following must be submitted:

- a. A copy of the plans or drawings and specifications which must show all exterior materials, finishes and designs;
- b. A plot plan showing the location of all improvements.

Other proposals to be brought before the Committee shall be submitted in writing in detail. Plans and other proposals may be retained in the files of the Association for a period of five (5) years from date of submission.

4.4 Review of Plans. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof.

4.5 Standards for Review. In approving or disapproving such plans, the Committee shall require new construction and repair or remodeling to be consistent with these restrictions and applicable zoning ordinances. The Committee shall also require the exterior design and color of all construction, repair, and remodeling of all residences, fences, walls and other improvements to be in harmony with the exterior design and color of those existing on the Property and any other filing of The Lake of White Oak for which the Committee is responsible to the extent that such construction, repair, and remodeling does not to any extent detract from the value of the Property or any Lot and any other filings of The Lake at White Oak for which the Committee is responsible.

4.6 Arbitration. In the event of a dispute between the Owner of a Lot and the Committee concerning whether a particular propose construction,

repair, or remodeling should be approved under these restrictions or the laws of Louisiana, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent modified herein, and judgment upon the award or enforcing the decisions rendered by the arbitrators may be entered in any Court having jurisdiction to render such a judgment.

Upon the disapproval by the Committee of any properly submitted plans or proposal, the Owner shall have ten (10) days to demand arbitration or the decision of the Committee will be final. If the Owner timely demands arbitration, he or she shall name and appoint one member of the arbitration panel within ten (10) days of receipt of demand to appoint. Upon failure of the Owner to appoint an arbitrator, the right to arbitrate shall be deemed waived and the decision of the Committee will be final. Upon failure of the Committee to timely appoint an arbitrator, the Owner shall request the president of the Baton Rouge Board of Realtors, Inc. or the president of the Home Builders Association of Greater Baton Rouge to appoint an arbitrator for the Committee. The two arbitrators chosen shall, within ten (10) days of the last of their appointments, choose a third arbitrator who shall be a licensed real estate broker. Upon failure of the two chosen arbitrators to choose a real estate broker as the third arbitrator, either party may call upon the President of the Baton Rouge Board of Realtors, Inc. or the President of the Home Builders Association of Greater Baton Rouge to appoint a third arbitrator who shall be a licensed real estate broker. If for any reason the parties are unable to follow the above procedure, one or more of the members of an arbitration panel shall be chosen in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitrators shall be entitled to a reasonable fee for time of service and associated expenses and such fees, expenses, and other costs are to be assessed by the arbitrators.

4.7 Indemnification. Each member of the Committee shall be indemnified by the Association against all liabilities and expenses, including counsel 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 Committee at the time such expenses are incurred, unless the member of the Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. In case of

a settlement, the indemnification provided for herein shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the Association's and the Committee's best interest. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

5. COMMON AREAS

5.1 Dedication and Transfer of Title. In consideration for the acceptance of the duties and obligations of the Association, which the Association does hereby accept by execution of these restrictions, the Developer does hereby transfer, convey and deliver, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Developer may have, unto the Association, the Common Properties shown on the official final plat of the Properties, to have and to hold those Common Properties in full ownership forever, provided, however, that the Developer specifically reserves all mineral rights, but no drilling or other mineral operations shall be conducted on the surface of the Common Properties.

5.2 Owner's Servitudes of Enjoyment. Every Owner shall have a right and servitude of enjoyment in and to the Common Properties owned now, or in the future, by the Association, and such servitude shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) the right of the Developer and of the Association, in accordance with the Articles of Incorporation and By-Laws of the Association, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage the Common Properties or any portion thereof. In the event of a default under any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Owners, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored;

- b) the right of the Association to publish and enforce rules governing the use of the Common Properties;
- c) the right of the Association, as provided by its Articles and By-Laws, to suspend the enjoyment of any Owner for any period during which any assessment remains unpaid;
- d) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties from and against foreclosure;
- e) the right of the Association to set and charge reasonable admission and other fees for the use of the Common Properties; and
- f) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners, provided that no such dedication or transfer, determination as to purposes or as to conditions thereof, shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least ninety (90) days in advance of any action taken.

5.3 Use of Common Properties: The Common Properties located on the Property are private property dedicated to the use of the Owners, Owners of lots in other filings of The Lake at White Oak which are contiguous to the Property, and any other filings of The Lake at White Oak whose restrictions have been accepted by, and are to be administered and enforced by, the Association. There shall be no boating powered by gasoline motors or other internal combustion engines. Quiet electric motors are permitted providing the power is below one horsepower. Discharge of waste water, heated water, chemicals, toxic materials, or anything other than clean surface water run-off into the lakes is prohibited. Use of the lakes as a heat exchanger for heating and air conditioning systems is prohibited. Clean swimming pool water is allowed to be emptied into the lakes. No lot owner may substantially change the contour of the lakeshore on any lot by dredging, cutting, or filling without the written approval of the Architectural

Control Committee. Each Owner who violates the discharge prohibition of this restriction, knowingly or unknowingly, agrees to pay the Association the sum of One Thousand and No/100 Dollars (\$1,000.00) for each violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an assessment set forth in Section 6.9 of these restrictions.

Docks, piers, or other structures extending into the lakes from the lots are permitted subject to approval of the Committee. However, structures extending further than twelve (12) feet from the shore are not allowed.

5.4 Use of Other Common Properties: Motorcycles, motorbikes, trail bikes, off-road motorized vehicles of all sorts, and any other motorized vehicles are prohibited on the Common Properties except for maintenance purposes. Horseback riding is prohibited on the Common Properties. Common Properties may not be used as a dumping place for grass clippings, limbs, and other refuse.

6. MAINTENANCE ASSESSMENTS

6.1 Creation of Assessment. Each Owner of a Lot, by recordation of an act transferring title of said Lot to said Owner, whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, shall include such interest thereon and costs of collection thereof as hereinafter provided. The obligation to pay each such assessment, together with the interest thereon and cost of collection thereof as hereinafter provided.

shall be both a real obligation associated with each Lot and also a personal obligation of the Owner of each Lot at the time when the assessment fell due.

6.2 Purpose of Assessment. Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and any other property whose restrictions are administered and enforced by the Association and to provide services and facilities devoted to such purposes and related to the use and enjoyment of the Common Properties. Assessment proceeds shall be used by the Association to pay taxes and insurance on the Common Properties and for repairs and additions to, and replacement of, the Common Properties and improvements located thereon or used in connection therewith, and for the cost of services, labor, equipment, materials, management and supervision incurred in connection with the Common Properties in any way connected with the fulfillment of the purposes set forth above.

6.3 Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1989, the annual assessment shall be \$120.00 per Lot. From and after January 1, 1989, the annual assessment may be increased by a vote of the Owners, as hereinafter provided, for the next succeeding three years and again for each successive three-year period thereafter. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, set the amount of the annual assessment for any year at a lesser amount.

6.4 Special Assessments. In addition to the annual assessments authorized by 6.3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto or for the fulfillment of any other obligation incurred by the Association. Any such assessment shall have the approval of two-thirds (2/3) of the votes of the Owners (by Lot) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6.5 Change in Basis and Maximum Annual Assessments. Subject to the limitations in 6.3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by 6.3 hereof prospectively for any such period provided that any such change shall have the approval of two-thirds (2/3) of the votes of the Owners (by Lot) who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. Written notice of the meeting shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting. The limitations of 6.3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to the merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation or the acceptance of obligations to administer or enforce restrictions for other property.

6.6 Quorum for Any Action Authorized Under 6.4 and 6.5. The quorum required for any action authorized by 6.4 and 6.5 hereof shall be as follows: At the first meeting called, as provided in 6.4 and 6.5 hereof, the presence at the Association meeting of Owners, or of proxies, entitled to cast sixty (60) percent of all the votes (by Lot) of the Owners of all Lots shall constitute a quorum. If the required quorum is not forthcoming at such a first meeting, subsequent meetings may be called, subject to the notice requirement set forth in 6.4 and 6.5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting until such time as a quorum is obtained, provided that each such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7 Date of Commencement of Annual Assessments. The annual assessment shall commence on the first of the month following the date of this act. The assessment shall be collected in advance and prorated for the remainder of that calendar year. The assessments for each subsequent year become due and payable in advance for the year on January 1 of that year.

6.8 Duties of the Board of Directors Regarding Assessments. The Board of Directors of the Association shall keep a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be mailed to every Owner subject thereto at least thirty (30) days prior to the due date of each assessment, notice being complete

upon mailing. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment there stated to have been paid.

6.9 Effect of Non-Payment of Assessment. If any assessment, or other charge or expense set forth in these restrictions, is not paid on the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and costs of collection thereof as hereinafter provided. Payment of each assessment, charge or expense is to be a real obligation running with each Lot and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees, and assigns and also shall be a personal obligation of the then Owner and shall remain his personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by them (although it shall remain a real obligation incidental to ownership of the Lot affected and shall remain subject to any privilege to which the Association may be entitled). If any assessment, charge or expense is not paid within thirty (30) days after the date due, the assessment, charge or expense shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, the Association shall be entitled to a privilege against the affected Lot in accordance with LSA-R.S. 9:1145, et seq., and the Association may, at any time after an assessment, charge or expense becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, identifying the nature and amount of the assessments, charges or expenses which have not been paid, a description of the Lot or Lots for which the assessments, charges or expenses have not been paid and the name or names of the Owners personally obligated to pay the assessment and the name of the then Owner of the Lot or Lots affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owners named therein by certified mail, registered mail, or personal delivery. The Association may bring an action against the Owner personally obligated to pay the unpaid assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs and other expenses incurred by the Association in connection with

collection of such assessment, charge or expense. In the same action, or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation provided by these restrictions and the privilege provided for in LSA-R.S. 9:1145, et seq., by proceeding "in rem" against the affected Lot and its Owner for the amount of the unpaid assessments, charges or expenses together with legal interest thereon from the date due and reasonable attorney's fees.

6.10 Exempt Property. The following property subject to this Declaration shall be exempt from any and all assessments, charges and liens created herein or subsequently imposed in accordance herewith:

- a) all Lots or other property owned by the Developer, for as long as said Lots are owned by the Developer;
- b) any part of the property dedicated to and accepted by the local public authority and devoted to public use; and
- c) all Common Properties.

Except as provided above, no Lot devoted to dwelling use shall be exempt from any assessment. Each and every Lot as shown on the official final plat of the property shall be subject to assessments.

6.11 Resubdivision. In the event any one Lot is resubdivided into more than one Lot, each newly created Lot shall be subject to a full Lot assessment created herein or subsequently imposed in accordance herewith. In the event the resubdivision of two or more Lots results in existence of less than the number of Lots included in the resubdivision, each Lot created by such a resubdivision and the Owners thereof shall be responsible for an assessment equal to a regular Lot assessment plus the product of the amount of a regular Lot assessment and the ratio of the total square footage of the resulting Lot to the total square footage of the Lots included in the resubdivision, provided, however that no reduction in any Lot assessment shall ever be made as a result of any resubdivision.

7. PROTECTIVE COVENANTS

7.1 Residential Use. All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory

buildings, shall be built or constructed on each lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in LSA-R.S. 28:477 or "special home" as defined in Section 2.110 of the City-Parish Zoning Ordinances), 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. No Lot may be resubdivided in order to accommodate more than one single family residence per original lot. The owner of any two (2) or more adjoining lots which front on the same street may erect a single residence on said lots, in which case the two lots shall be considered as one Lot for the purposes of these restrictions except for Association voting purposes and assessment purposes.

7.2 Resubdivision of Lots. No resubdivision of one or more Lots shall be allowed without the prior written consent of the Board of Directors of the Association and the Committee.

7.3 Approval of Plans by Architectural Control Committee. Prior to commencement of any work on a Lot, including any grading or clearing (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Section 4 of these restrictions.

7.4 Building Size. No residence on any lot may be built or occupied having less than two thousand (2,000) square feet of heated living area. In computing or determining the "heated living area," open porches, screened porches, porches with removable windows, breezeways, patios, landings, outside or unfinished storage or utility areas, garages, carports, and any other area having walls, floors, or ceilings not completed as interior living space shall not be included.

7.5 Building Setback Lines. No building shall be constructed in violation of the following building setback lines:

- a) Front Setback. No building shall be erected any closer to the front of a Lot than the building setback lines shown on the official final plat of the Property.
- b) Side Setback. No building shall be located on any lot within eight (8) feet of any side property line or any building line shown on the official final plat of the Property.
- c) Rear Setback. No residence shall be located nearer to the rear property line than twenty (20) feet.

d) Attached Garages and Carports. Garages and carports attached to the main dwelling shall not be nearer to the side property line than eight (8) feet. No garage or carport may face the street on which the residence fronts unless the front of the garage or carport is at least seventy-five (75) feet from the front property line; provided, however, the Committee may reduce said setback line for garages to fifty (50) feet for cause including, without limitation, to save prominent trees, for topographical reasons or for harmony with other residences nearby. Front facing garages must have garage doors. All residences shall have a garage or carport which will accommodate not less than two (2) nor more than four (4) automobiles.

e) Detached Buildings. Detached garages and/or accessory buildings shall not be erected closer than eight (8) feet to any side line nor nearer than twenty (20) feet to the rear line.

f) Fronts of Lots. For purpose of these restrictions, a Lot shall be deemed to "front" on the side having a street, or in the case of a corner Lot, the side having the shortest property line along a street; the "side" lines shall be the property lines running roughly perpendicular to the "front;" and the "rear" line shall be the property line running roughly parallel to the "front."

7.6 Driveways. Driveways shall be constructed of hard surface paving such a concrete, asphalt, and similar materials. Granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways.

7.7 Servitudes and Rights of Way. Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat of the Property, are dedicated to the perpetual use of the public for such purposes. Existing servitudes as shown on the official final plat are subject to limited usage by Lot Owners as shown by the dedication language contained on the official final plat and as set forth herein.

7.8 Trees. No tree at least eight (8) inches in diameter, measured three feet above the ground, and twenty (20) feet tall may be removed from any

final plat are subject to limited usage by Lot Owners as shown by the dedication language contained on the official final plat and as set forth herein.

7.8 Trees. No tree at least eight (8) inches in diameter, measured three feet above the ground, and twenty (20) feet tall may be removed from any Lot, unless in the approved building site, its access, or immediate surroundings, without approval of the Committee. The intent of this restriction is to preserve a natural wooded environment insofar as that is compatible with careful development. To this end, overclearing of lots is prohibited. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Association the sum of Three Hundred and No/100 Dollars (\$300.00) for each tree removed in violation of this restriction as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an assessment set forth in Section 6.9 of these restrictions.

7.9 Temporary Structures. No structure of a temporary character and no trailer, recreational vehicle, tent, shack, barn, or other outbuilding shall be used as a residence either temporarily or permanently.

7.10 Commercial, Noxious or Offensive Activities. No commercial, business, trade, noxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This restriction, however, shall not prohibit a builder from erecting temporary warehouses and/or offices on any Lot during the construction of houses on the same Lots. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities

required by one household only, provided it is not visible from any street or lake and is kept free from obnoxious odors and insects.

7.11 Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign per lot of not more than five (5) square feet. The Developer is excepted from this restriction.

7.12 Mineral Operations. No oil or gas drilling, mineral development operations, production or treatment of facilities, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon on the surface of any Lot. No derrick or other structure designated for the use in drilling for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any Lot, even temporarily.

7.13 Parking and Use of Trailers. No house trailers, recreational vehicles or trailers, school buses, boats, motor homes, commercial vehicles, or trucks shall be kept, stored, parked, repaired or maintained on any Lot, street, servitude or right of way, in such a manner as to be visible from the street on which the Lot fronts.

7.14 Antennas, Outside Lighting, and Outside Sound. No outside above ground lines, outside television antennas, satellite dishes, or hanging devices shall be allowed without the prior written consent of the Committee. Satellite dishes and other antennas will under no circumstances be allowed to be placed in front of the farthest front extension of the residence or garage on any Lot nor within twenty (20) feet of the lakeshore. Construction, location, and maintenance of outside lighting, outside music or sound producing devices and any other outside mechanical devices shall be subject to the prior written approval of the Committee, and any standard adopted respecting any restrictions in this regard shall be final and not subject to review.

7.15 Fireplace Flues. Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue (other than one made of copper or a material having a copper or bronze color) must be screened from view.

7.16 Livestock and Animals. No livestock, animals or poultry 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 they are not kept, bred, or

maintained for any commercial purpose and further provided that they are kept, bred, or maintained otherwise in accordance with law.

7.17 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.

7.18 Building Materials Storage. No building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residence or other building thereon.

7.19 Weed Removal. Owners shall keep their Lots mowed and free of weeds and clean of trash, rubbish, or garbage. In the event an Owner fails to mow the grass, cut the weeds, or clean up the trash or garbage within fifteen (15) days after receipt of written demand from the Association, the Association may mow, cut, or clean the Lot. The actual cost incurred by the Association in connection therewith shall be deemed to be an additional assessment against the Lot, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a regular Lot assessment under Section 6 of these restrictions.

7.20 Fences. No fence or wall shall be constructed on any Lot nearer to the street than the appropriate building setback lines. No fence or wall shall be constructed on the side of any Lot on which the Lot fronts nearer to the street than the front of the house, regardless of setback lines provided herein. No fence or wall shall exceed six (6) feet in height. Chain link fences are prohibited. If wood fences are erected using metal posts, such metal posts shall not be visible from any neighboring property or from any street. Wooden fences shall be made of cedar, cypress, redwood, or other natural material of similar appearance if approved by the Committee prior to commencement of construction. Fences on Lots having frontage on the lake or river shall be constructed in such a manner as to preserve the lake or river view from other Lots.

7.21 Concrete Trucks. Washing out of concrete trucks shall be on the lot being poured and not on any other area. Failure to comply with this procedure shall be considered a violation of these restrictions and each Owner who knowingly violates this restriction agrees to pay the Association the sum of Five Hundred and No/100 Dollars (\$500.00) for each violation of this restriction.

as liquidated damages, however, this monetary damage provision shall not prohibit the Developer, the Association or any Owner from seeking other relief, including injunctive relief, to enforce this restriction. The obligation to pay such a fine shall be a real obligation incidental to ownership of the Lot affected and the personal obligation of the Owner of the Lot at the time of each violation. If such a fine is not paid within thirty (30) days of the date notice thereof is given to the Owner or Owners responsible, then the fine shall bear interest and responsibility for cost and reasonable attorney's fees, and the Association may enforce payment thereof, all in the same manner as provided for in the case of non-payment of an assessment set forth in Section 6.9 of these restrictions.

7.22 Finished Slab Elevations. It is recommended that a finished slab or other foundation for permanent improvements intended for human habitation be constructed three feet above the elevation established as the 100-year flood elevation as shown on the Applicable National Flood Insurance Program rate map (or a similar map used to establish flood insurance rates if the designated map is no longer made available).

8. GENERAL PROVISIONS

8.1 Strict 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. No provision of these restrictions shall be ignored. The letter of these restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

8.2 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 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 reasonable attorney's fees to be fixed and awarded by the court.

8.3 Duration. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these restrictions shall be automatically extended for successive period of ten (10) years.

8.4 Amendment and Termination. Any amendment to or termination of these restrictions prior to expiration of the initial twenty-five (25) year term of duration shall only be by written act executed by all of the then Owners of all Lots. After expiration of the initial twenty-five (25) year term of duration, these restrictions may be amended or terminated by written act executed by a majority of the then Owners of all Lots.

8.5 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 person who appears as Owner on the records of the Association at the time of mailing.

8.6 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 Developer, or the Association, to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, 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 restriction shall, in no event, be deemed to be a waiver of the right to do so thereafter.

8.7 Subordination of Certain Real Obligations, Liens and Privileges to Mortgages. The obligation to pay assessments, charges, expenses, fines, penalties, and associated costs and fees set forth in these restrictions, and

any lien or privilege granted to secure payment thereof by these restrictions or any provision of law, shall be subordinate to any mortgage or mortgages now or hereafter placed on any Lot, provided, however, that such subordination shall apply only to the assessments, charges, expenses, fines and penalties which have become due and payable prior to a judicial sale, dation en paiement, or other similar proceeding or act in lieu of foreclosure resulting in a transfer of the mortgaged Lot. Such a transfer shall not relieve the transferee or the Lot from the personal and real obligations to pay assessments, charges, expenses, fines and penalties arising after such a transfer or any lien or privilege granted to secure payment thereof by these restrictions or any provision of law.

8.8 Severability. Invalidation of any one of the provisions of these restrictions 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.

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