

This Declaration is made as of the 17th day of June, 1988 by:

The Bluffs Limited Partnership, a Louisiana Partnership in Commendam, herein represented by its General Partner, Harold Leone, Jr. (hereinafter referred to as the "Developer")

WHEREAS, the Developer is the owner of certain immovable property located in West Feliciana Parish, Louisiana, and more particularly described on the Subdivision Plat which is attached hereto as Exhibit "A" (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Developer intends that the Subject Property be subdivided, developed, improved, occupied, used and enjoyed as an exclusive, unique and attractive residential golf and country club community of the highest quality and order pursuant to a uniform plan of development with consistently high architectural, environmental and aesthetic standards; and

WHEREAS, the Developer desires that the property comprising the private community at The Bluffs on Thompson Creek shall be subject to these uniform covenants, conditions, restrictions, servitudes, and charge liens;

NOW THEREFORE, The Bluffs Limited Partnership hereby declares that the Subject Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following covenants, conditions, restrictions, servitudes, and charge liens which are for the purpose of protecting the value and desirability of and which shall run with title to the immovable property subjected to this Declaration, and which shall be binding upon all parties having any right, title or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and where provided herein, shall benefit the property on which aforesaid private residential community is located.

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ARTICLE I

PLAN OF DEVELOPMENT

1.01 Effect of Declaration

This Declaration and each of the covenants, conditions, restrictions, servitudes, and charge liens contained herein shall run with title to the immovable property subject to this Declaration. Except as hereinafter specifically provided, this Declaration shall be binding upon any party having or claiming any right, title or interest in any Residential Lot or tract of land acquired for residential use within the Subject Property, whether such Residential Lot or tract of land was acquired from the Developer or a subsequent owner.

1.02 Property Affected

This Declaration shall be binding upon those Residential Lots or tracts of land sold for residential use as shown on the attached Subdivision Plat. The Developer reserves the right, at any time and in its sole discretion to make additional property subject to the terms and conditions of this Declaration or to withdraw any portion of the Subject Property from the terms and conditions of this Declaration.

1.03 Golf Course and Country Club Property

The Golf Course and Country Club Property shall not be subject to the terms and conditions of this Declaration. Those tracts of land as shown on the Subdivision Plat and/or designated in this Declaration shall be used for golf course, clubhouse, golf practice range, golf course maintenance, tennis courts and related facilities, lodge, rental villas and other country club uses. All rights and privileges with respect to the use of the Golf Course and Country Club Property shall be governed by its own rules and regulations, as established by Developer.

1.04 Common Areas

The Common Areas shall not be subject to the terms and conditions of this Declaration. Those areas as shown on the Subdivision Plat and/or designated in this Declaration shall be subject to a non-exclusive servitude of use by the Property Owners and their guests, members and guests of The Club at The Bluffs or other parties who have the expressed permission of the Developer. Included within the Common Areas are roads and road rights-of-way, lakes, creeks, beaches, walkways, recreational areas, parking lots, street lighting and signage. This servitude of use does not extend to the Golf Course and Country Club Property, which use is strictly reserved for members and guests of The Club at The Bluffs.

1.05 Property Rights Subject to Declaration

Every purchaser of a Residential Lot or Dwelling shall purchase such Residential Lot or Dwelling subject to the terms and conditions of this Declaration, and every Mortgagee and lienholder holding a security interest therein shall take title, or hold such security interest with respect thereto, subject to the terms and conditions of this Declaration.

ARTICLE II

PROPERTY OWNERS ASSOCIATION

2.01 Association

The Developer has organized The Bluffs Property Owners Association (hereinafter referred to as the "Association"), a Louisiana non-profit corporation, whose purpose shall be to enforce the terms and conditions of this Declaration, to properly maintain the Common Areas within the Subdivision and to provide security to residents and guests.

2.02 Membership

Every Owner shall be deemed to have a Membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling. In the event ownership of a Lot or Dwelling is transferred or conveyed, the Membership is automatically passed to the transferee. The Association shall grant one vote to be cast per Lot or Dwelling by the Owners, whether single or multiple ownership exists. The Developer shall be granted three (3) votes for each Lot, Dwelling or acre reserved for future residential development which it owns.

2.03 High Density Residential Association

The Developer shall have the right to establish one or more High Density Residential Associations which will have the purpose of maintaining the Common Areas of a high density residential section of the Subdivision. Additional fees may be imposed for membership in a High Density Residential Association.

2.04 Association's Responsibilities

It shall be the responsibility and obligation of The Bluffs Property Owners Association:

- a. To improve, manage, maintain, repair, preserve and protect all Common Areas and the elements thereof, including roads, walkways, recreational areas, natural areas and landscaping.
- b. To provide security for the benefit of residents and guests within the Private Community at The Bluffs
- c. To enforce the terms and conditions of this Declaration, including taking appropriate legal action, if necessary.
- d. To levy and collect assessments from members of the Association, to pay the expenses of the Association, and to establish a reserve fund for the replacement and/or repairs of elements within the Common Areas.
- e. To provide and maintain reasonable limits of liability insurance for accidents or damage occurring within Common Areas.

- f. To exercise such other responsibilities, obligations, and duties set forth in the Articles and By-Laws of the Association.

ARTICLE III
ASSESSMENTS

3.01 Creation of Lien and Personal Obligation of Assessments

Each Owner of a Lot or Dwelling, by acceptance of title thereto whether or not it shall be expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) Monthly assessments to be established and collected as provided herein: and (b) individual assessments, including fines, as provided herein. Any such assessments, together with late charges, simple interest at the rate of twelve (12%) percent per annum and attorney fees and court costs incurred to enforce or collect such assessments shall be a real obligation and lien upon the Lot or Dwelling and the personal liability of the Owner or Co-owners solidarily and all successors-in-title.

3.02 Monthly Assessments

For a period of two years after the date on which title is delivered to the first Lot in the Subject Property, the monthly assessments shall be:

- a. Lot on which no Dwelling is built
\$35.00/month
- b. Dwelling owned by part-time resident
\$42.50/month
- c. Dwelling owned by full-time resident
\$50.00/month
- d. Lots owned by Developer
\$10.00/month

Following the initial two year period, the Association shall establish monthly assessments based upon the annual budget of the Association. In no event, however, shall the total annual assessments for each Lot or Dwelling be increased by an amount greater than ten (10%) percent of the previous year's assessment. The monthly assessment shall be prorated for the month in which title to a lot is transferred and shall be due thereafter on the first day of each month. Any increase in assessments must be approved by a majority vote of the Membership of the Association.

3.03 Individual Assessments

The Association may levy an assessment against the Owner of a Lot or Dwelling if expenses are incurred by the Association occasioned by; the conduct of the Owner, for fines levied against an

Owner for the violation of any traffic regulations established by the Association, or for expenses, legal fees, court costs or any other costs incurred in the enforcement of any of the terms and conditions of this Declaration.

ARTICLE IV

ARCHITECTURAL AND LANDSCAPE CONTROLS

4.01 Reservation of Architectural and Landscape Control

In order to ensure that the development of The Bluffs will proceed pursuant to a uniform plan of development and construction of the highest quality, and in accordance with consistently high architectural, ecological, environmental and aesthetic standards, the Developer shall have and hereby reserves exclusively unto itself, for the duration hereinafter specified, the right, privilege, power and authority to review, approve and control the design, placement, construction, erection and installation of any and all buildings, structures and other improvements of any kind, nature, or description, including landscaping, upon all Residential Property and all Common Areas. Such right and control of the Developer shall be exercised in the manner hereinafter provided in this Article.

4.02 Design Review Board

The architectural and landscape review and control functions expressly reserved by and unto the Developer pursuant to this Declaration, as aforesaid, shall be and are hereby delegated by Developer to, and shall be administered and performed on behalf of Developer by, a Design Review Board composed of not less than three (3) nor more than five (5) persons appointed from time to time as hereinafter provided. The members of the Design Review Board need not be members of the Association. Among the members of the Design Review Board, there shall always be at least one (1) licensed architect and one (1) representative of the Developer. The action of a majority of such members present at a meeting of the Design Review Board shall determine the action taken by the Design Review Board at such meeting.

4.03 Appointment of Design Review Board

Notwithstanding anything to the contrary set forth in or which may otherwise be implied from this Declaration or the Articles of Incorporation, By-Laws or Rules and Regulations of the Association, the Developer hereby reserves unto itself and shall hereafter have and retain the right to appoint and replace from time to time any or all members of the Design Review Board until either (a) the expiration of a period of fifteen (15) years from the date of the recordation of this Declaration among the Public Records of the Parish or (b) the sale by the Developer or its successors or assigns in the ordinary course of business, and not in bulk, of ninety-five (95%) percent of all Lots within the Subject Property and any additional property developed, whichever shall occur last. Following the occurrence of the last of the foregoing events, the architectural and landscape review and control functions hereinabove reserved by and unto the Developer shall be delegated and assigned by the Developer to the Association and thereafter the Association, acting by and through its Board of Directors, shall have the right to appoint and replace from time to time any or all members of the Design Review Board; provided, however, that the Association shall be required at all times to appoint at least one (1) member of the Design Review Board designated by the Developer.

4.04 All Improvements Subject to Approval

No buildings, structures, walls, fences, pools, patios, playground equipment, paving, driveways, sidewalks, landscaping, planting, irrigation, landscape device or object, or other improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any Residential Property or Common Area, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other improvements of any kind, including, without limitation, the painting of the same (other than painting with the same color and type of paint which previously existed) shall be made or undertaken upon any Residential Property or Common Area except in compliance and conformance with and pursuant to plans and specifications therefore which shall first have been submitted to and reviewed and approved in writing by the Design Review Board.

4.05 Standard for Review and Approval

Any such review by and approval or disapproval of the Design Review Board shall take into account the objects and purposes of this Declaration and the purposes and function of the Design Review Board. Such review by and approval of the Design Review Board shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvement under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other contiguous, adjacent, and nearby structures and other improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of The Bluffs community in general. The Design Review Board shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any structure or improvement on Residential Property or Common Areas which the Design Review Board, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for The Bluffs.

4.06 Design Standards and Design Standards Manual

The Design Review Board shall have the right to develop a manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the Design Review Board as a guide or standard for determining compliance with this Declaration. Any such Design Standards Manual must be approved by the Developer in writing prior to its adoption and promulgation. Such Design Standards Manuals shall be used by the Design Review Board and other affected persons only as a guide and shall not be binding upon the Design Review Board in connection with exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this Declaration.

4.07 Procedure for Design Review

The Design Review Board shall develop and make available to all Owners reasonable and practical rules and regulations governing the submission of plans and specifications to the Design Review Board for its review and approval. Additionally, the Design Review Board shall

be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to this Article, taking into consideration actual costs and expenses incurred during the review process, including any fees to professional consultants, and to members of the Design Review Board, as well as taking into account the costs and expenses associated with the development, formulation and publication of any Design Standards Manual adopted by the Design Review Board pursuant to this Declaration. The initial Design Review Fee shall be ONE HUNDRED AND NO/100 (\$100.00) DOLLARS. However, such Design Review Fee may be increased or decreased by the Design Review Board from time to time.

In the absence of other rules, regulations and procedures, a copy of the following materials, as appropriate, all drawn to scale, shall be submitted to the Design Review Board, to wit:

- (a) Preliminary and final architectural plans for all proposed buildings, structures and other improvements proposed to be constructed or installed on a particular site.
- (b) Floor plans, cross sections, and elevations of all sides of any proposed buildings, structures or any other improvements proposed to be constructed on the site.
- (c) When requested, samples or representative samples of materials proposed for use on exterior surfaces of all buildings, structures and any other improvements, including colors and textures.
- (d) An accurate artist's rendering of the proposed buildings, structures, and improvements depicting the location of adjacent buildings, landscaping, screening, signs and other improvements.
- (e) Appropriate specifications for all construction to be undertaken on the site.
- (f) A clearing, grading, paving and drainage plan and a planting or landscaping plan, including the location of all screening walls and fences and the existing trees to be cleared from the lot. No clearing shall be commenced upon any Lot without the prior written consent and approval of the Design Review Board.
- (g) A site plan showing the proposed location of all on-site utility lines, facilities and easements, driveways, walkways, etc. and the "foot print" of all improvements to be located on the site.
- (h) Any other information reasonably required by the Design Review Board in order to ensure compliance with the covenants, conditions, restrictions and other requirements contained in this Declaration or in the Design Standards Manual promulgated pursuant hereto.

4.08 Time Limitation to Review

The Design Review Board shall either approve or disapprove any plans, specifications or other materials submitted to it within thirty (30) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the Design Review Board. The Failure of the Design Review Board to either approve or disapprove the same within such thirty (30) day period shall be deemed to be and constitute an approval of such plans, specifications and other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration and also subject to the provisions of the Design Standards Manual.

4.09 Inspection of Construction

Any member of the Design Review Board or any officer, director, employee or agent of the Developer or Association may, but shall not be obligated to, at any reasonable time enter upon, without being deemed guilty of trespass, any Residential Property or Common Area and any building or structure or other improvement located thereon, in order to inspect any building, structure or other improvement constructed, erected or installed thereon in order to ascertain and determine whether or not any such building, structure or other improvement has been or is being constructed, erected, made, placed or installed in compliance with this Declaration and the plans, specifications or other materials approved by the Design Review Board.

4.10 Interior Alterations Exempt

Nothing contained in this Article IV shall be construed so as to require the submission to or approval of the Design Review Board of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure, or other improvement constructed on the Residential Property or Common Area within an improvement previously approved by the Design Review Board, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other improvement.

4.11 Developer Exempt

The Developer shall be exempt from compliance with the provisions of this Article.

4.12 Golf Course and Country Club Property Exempt

The construction, erection, placement and installation of any buildings, structures or other improvements on the Golf Course and Country Club Property shall be exempt from compliance with the provisions of this Article.

ARTICLE V

USE RESTRICTIONS – RESIDENTIAL PROPERTY

The use, occupation and enjoyment of Residential Property shall be subject to and governed by the following covenants, conditions and restrictions, to wit:

5.01 Single Family Only

Except as specifically provided in this Declaration, no use shall be made of Lots or Dwellings other than for single family residential purposes.

5.02 Ownership and Leasing

Residential Properties may not be rented or leased for any single period of less than one (1) month, unless such rental or leasing is approved in writing by the Developer or is done as part of a rental program operated under the direction of the Developer or its agents or assigns. No "Time Sharing Plan," or any similar plan of fragmented or interval ownership of Residential Property shall be permitted without the written approval of the Developer.

5.03 Subdivision

No Lot shall be subdivided nor shall any portion of a Lot less than the whole thereof be sold, conveyed or transferred without the prior written approval and consent of the Developer. Nothing herein contained, however, shall prevent the subdivision of a Lot by the Developer in such manner that any portion of a Lot may be sold, transferred and conveyed by the Developer, together with the whole of an adjacent or continuous Lot such that the whole of one Lot and a portion of another Lot which are owned in common by the same Owner may be combined, developed and improved by such Owner as a single unified home site.

5.04 Commercial Activity

Except as specifically provided in this Declaration, no business, commercial, industrial, trade, professional or other non-residential activity or use of any nature, type, kind or description shall be conducted upon or from Residential Property or within any Improvements located or constructed thereon.

5.05 Offensive Activity

No illegal, noxious, unpleasant, unsightly or offensive activity shall be carried on or conducted upon or from Residential Property nor shall anything be done thereon which may be or tend to become an interference with the comfortable and quiet use, occupation or enjoyment of any other Residential Property, or any Golf Course and Country Club Property or any Common Area.

5.06 Animals and Pets

No reptiles, livestock, poultry, or animals of any kind nature or description shall be kept, bred or raised upon Residential Property, except for dogs, cats, birds or other usual and customary household pets which may be kept, raised and maintained upon Residential property, provided that the same are not kept, raised, or maintained thereon for business or commercial purposes or in a number deemed unreasonable by the Developer or the Association, in the exercise of their reasonable discretion. Such pets must be kept indoors, within a fenced yard, or on a leash.

5.07 Commercial and Recreational Vehicles

- (a) No truck, bus, trailer or other “Commercial Vehicle” (as that term is hereinafter defined) and no mobile home, motor home, house trailer, camper, van, boat, boat trailer, horse trailer or other recreational vehicle, trailer, or the like shall be permitted to be parked or stored on Residential Property unless the same shall be parked or stored entirely within and fully enclosed by a garage or other approved enclosure; nor shall any such commercial or recreational vehicle or the like be permitted to be parked or stored within any Common Area or on any street in front of or adjacent to Residential Property.
- (b) No passenger automobile, commercial, recreational or other motorized vehicle, or the like, shall be dismantled, serviced, rebuilt, repaired, or repainted on Residential Property. Notwithstanding the foregoing provisions of this subparagraph (b), however, it is expressly provided that the foregoing restriction shall not be deemed to prevent or prohibit those activities normally associated with and incident to the day-to-day washing, waxing, polishing, or other normal maintenance of such vehicles.
- (c) No motorcycle, motor scooter, moped, ATV (all terrain vehicle) or other two-wheeled, three-wheeled or four-wheeled motorized vehicle or the like, shall be permitted to be parked or stored on Residential Property, whether or not the same shall be parked or stored entirely within and fully enclosed by a garage; nor shall any such two-wheeled, three-wheeled or four-wheeled motorized vehicle be permitted to be operated anywhere within or upon the Subject Property except for those which may be used or employed in connection with the internal security of The Bluffs and the maintenance and operation of the Golf Course and Country Club Property or Common Areas. It is expressly provided, however, that the foregoing provisions of this subparagraph (c) shall not apply to golf carts meeting the requirements of Section 5.08 of this Declaration.
- (d) In the context of this Section 5.07 the term “commercial vehicle” shall mean and be defined as a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity and any vehicle, including a passenger automobile, with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials, tools or other unsightly items are visible.

- (e) The Association shall be entitled and is hereby empowered to adopt additional reasonable rules and regulations governing the admission, parking, use and storage of commercial and recreational vehicles within The Bluffs, and if so adopted the same shall be binding upon all Residential property and all Owners and guests.
- (f) A commercial, recreational, or other vehicle parked or stored in violation of these restrictions or in violation of any other rules and regulations adopted by the Association may be towed away or otherwise removed by or at the request of the Association and at the sole expense of the owner of such commercial, recreational or other vehicle in violation of these restrictions or other such rules and regulations. In the event of such towing or other removal, the Association and its employees or agents shall not be liable or responsible to the owner of such vehicle for trespass, conversion or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the Association, its employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this section shall be grounds for relief of any kind.

5.08 Golf Carts

No golf carts other than those from time to time generally in use in connection with the golf and country club operations and activities conducted upon the Golf Course and Country Club Property shall be permitted to be used or stored on Residential Property (or used on the Common Areas or the Golf Course and Country Club Property) unless first approved and licensed in writing by the Association. The Association, however, shall not be authorized to approve and license any golf cart for use on any of the Subject Property unless it is (a) in proper mechanical condition and an acceptable state of repair and appearance, (b) of the same type, make, model and color of the golf carts generally used or previously approved by the Owner (or his assigns) of the Golf Course and Country Club Property for use on the golf course, situated within the Golf Course and Country Club Property and (c) licensed by the Owner (or his assigns) of the Golf Course and Country Club Property for use on such golf course. In no event shall the Association be permitted to approve and license any golf carts equipped with a radio, television, horn, buzzer or other sound equipment of any type or decorated in any manner not approved by the Owner (or his assigns) of the Golf Course and Country Club Property. The Association shall be entitled to establish and charge a uniform reasonable fee for its inspection, approval and licensing of golf carts. Such fee of the Association shall be separate and apart from, and in addition to, any trail or license fee charged by the Owner (or his assigns) of the Golf Course and Country Club Property in connection with using such golf cart on the golf course.

5.09 Maintenance

Each Lot and all improvements located thereon, including landscaping, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind

shall be permitted or allowed to accumulate on Residential Property. Enforcement of the provisions of this Section shall be in accordance with the provisions of Section 5.24 of this Declaration and such other provisions of this Declaration as shall be applicable to its enforcement.

5.10 Reconstruction of Damaged Improvements

In the event that a residential Dwelling or other improvement on Residential Property shall be damaged or destroyed by casualty, hazard or other cause, including fire or windstorm, then, within a reasonable period, not exceeding six (6) months following the occurrence of the offending incident, the Owner of the affected Residential Property shall cause the damaged or destroyed improvements to be repaired, rebuilt or reconstructed or to be removed and cleared from such Residential Property. Any such repair, rebuilding or reconstruction shall be approved and accomplished as otherwise required pursuant to the provisions of this Declaration. Enforcement of the provisions of this Section shall be in accordance with the provisions of Section 5.24 of this Declaration and such other provisions of this Declaration as shall be applicable to its enforcement.

5.11 Garbage and Garbage Containers

All garbage and trash containers and their storage areas and the like shall be kept below ground level or placed inside of or behind opaque walls attached to and made a part of the single family residential dwelling. In no event shall any of the same be visible from any adjacent or neighboring Residential Property, from Golf Course and Country Club Property or from Common Areas, including any of the Common Streets and Roads. Further, all garbage and trash containers and their storage areas shall be designed and maintained so as to prevent animals from gaining access thereto.

5.12 Burning

No burning of leaves, trash, rubbish, garbage or other waste materials of any type shall be permitted or conducted on Residential Property. Nothing contained herein, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside of any building or other structure located on Residential Property.

5.13 Storage Tanks

No storage tanks, including but not limited to, those for water, oil, propane gas, or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be permitted outside of a building on Residential Property, unless the same shall be underground or placed inside of walls, fences, landscaping screens or similar type enclosures. In no event shall any of the same be visible from any adjacent or neighboring Residential Property, from Golf Course and Country Club Property, or from Common Areas, including the Common Streets and Roads.

5.14 Mineral Exploitation

No exploration, mining, quarrying, or drilling for or exploitation of gas, oil, phosphate or other minerals of any type or kind shall be permitted or conducted on Residential Property.

5.15 Laundry and Clothes Drying

No laundry or clothes drying lines or area shall be permitted outside of any building on Residential Property unless the same shall be placed inside of walls, fences, landscaping screens or similar type enclosures. In no event shall any of the same be permitted to be visible from any adjacent or neighboring Residential Property, from Golf Course and Country Club Property or from Common Areas, including the Common Streets and Roads.

5.16 Radio and Television Reception and Transmission Equipment

No radio, television, microwave or other electronic transmission or reception equipment, including antennae, satellite dishes, ham radios, citizens band radios, walkie talkies and the like, shall be operated on Residential Property without the prior written consent of the Association, and such consent, once given, may be revoked by the Association in the event that the operation of any such equipment interferes with ordinary radio and television reception or equipment. Any television antennae, satellite dishes or other similar device which may be allowed within Residential Property, must be located so as not to obstruct views or detract from the natural setting, and such location must be approved by the Design Review Board prior to the installation of such device.

5.17 Signs

No sign, billboard or advertising of any kind shall be displayed to public view on Residential Property without the prior written consent of the Design Review Board; except as follows, to wit: (a) one (1) discreet professionally prepared sign not exceeding four (4) inches high and eighteen (18) inches long identifying the name of the Owner of a particular Lot, and (b) one (1) discreet, professionally prepared sign of not more than five (5) square feet placed on the street side of a Lot identifying the architect and general contractor responsible, respectively, for the design and construction of a dwelling under construction on a particular Lot; provided, however, that such sign is first approved in writing by the Developer. No "for sale" or other signs advertising the sale or leasing of a Lot or the improvements located thereon shall be permitted on Residential Property. No signs of any kind shall be placed on the Golf Course and Country Club side of any Lot. Notwithstanding the foregoing provisions of this section, the Developer specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon Residential Property such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any Residential Property. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of Residential Property shall be permitted.

5.18 Trees

No trees shall be removed from any Lot without the prior written consent of the Design Review Board. Such approval shall be reasonably given, however, if such removal is necessary in connection with the location of the main residential Dwelling on a particular Lot where the preservation of any tree would work a hardship or require extraordinary design measures in connection with the location of such Dwelling on the Lot. Certified tree specialists are available to property Owners for consultation regarding tree-cutting and preservation of trees during and after home construction. These specialists have agreed to assist property Owners in identifying those trees which may be damaged during normal construction activities, in formulating protective measures to minimize such damage, and in supervising the tree protection during the construction process. These services are offered to property Owners of The Bluffs at a nominal fee and may be required by the Design Review Board for certain homesites.

5.19 Drainage

All storm water from any Lot shall drain into or onto contiguous or adjacent street rights-of-way. No drainage shall be permitted from a Lot to the Golf Course and Country Club Property without the written approval of the Developer.

5.20 Firearms

No firearms shall be discharged nor shall any hunting be done with any type of weapon upon any Lot, Common Areas, Golf Course and Country Club Property or any other contiguous property owned by or under option by the Developer.

5.21 Exterior Lighting

Any exterior lighting, particularly security lights or tennis court lights, shall be installed in such a manner as to not create horizontal exposure, but rather be shielded in order to cast light upward or downward in a manner not to create a nuisance to neighboring property. All tennis court lights must be extinguished no later than 10:30 P.M.

5.22 Unsightly Objects

No unsightly objects may be kept on any Lot or be visible from the exterior of any Dwelling, including the hanging of such things as garments, rugs or other unsightly items in windows or on balconies. No aluminum foil or similarly reflective material shall be used or placed over doors or windows. The Developer or the Association shall have the absolute discretion to determine what is deemed an unsightly object.

5.23 Obstruction of Views of Common Areas and Golf Course Property

No structure, object, or landscaping shall be installed upon any residential Lot so as to obstruct the view from neighboring Lots of the Golf Course and Country Club Property or to obstruct the view along rights of way. Any landscaping by a property owner within a Natural Servitude must first be approved by the Design Review Board. The Developer and/or the Owner of the Golf

Course and Country Club Property (or his assigns) shall have the right, but not the obligation, to landscape within a Natural Servitude.

5.24 Rules and Regulations

In addition to the foregoing restrictions on the use of Residential Property, the Association shall have the right, power and authority, subject to the prior written consent and approval of Developer, to promulgate and impose reasonable rules and regulations governing and/or restricting the use of Residential Property and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules or regulations so promulgated shall be in conflict with the provisions of this Declaration. Any such rules and regulations so promulgated by the Association shall be applicable to and binding upon all Residential Property and the Owners thereof and their successors and assigns, as well as all guests or invitees of and all parties claiming by, through or under such Owners.

5.25 Enforcement

In the event of a violation of or failure to comply with the foregoing requirements of this section and the failure of the Owner of the affected Lot, within fourteen (14) days following written notice by the Association of such violation or non-compliance and the nature thereof, to cure or remedy such violation, then the Association or its duly appointed employees, agents or contractors, shall have and are specifically granted the right and privilege of an easement and license to enter upon the affected Lot or any portion or portions thereof or Improvements thereon, without being guilty of any trespass therefor, for the purpose of undertaking such acts or actions as may be reasonably necessary to cure or eliminate such violation; all at the sole cost and expense of the Owner of the affected Lot. Such costs and expenses, together with an overhead expense to the Association of fifteen (15%) percent of the total amount thereof shall be assessed by the Association as an Individual Lot Assessment as provided in this Declaration to the affected Lot and the Owner thereof. Any such Individual Lot Assessment shall be payable by the Owner of the affected Lot to the Association within ten (10) days after written notice of the amount thereof. Any such Individual Lot Assessment not paid within said ten (10) day period shall become a lien on the affected Lot in accordance with the provisions of this Declaration.

ARTICLE VI

BUILDING RESTRICTIONS – RESIDENTIAL PROPERTY

6.0 Generally

The Design Review Board, subject to the written approval of the Developer, shall have the authority to develop specific building restrictions which may apply to certain Lots only or to certain groups of Lots. In the event that specific building restrictions are developed, they shall be recorded as an Addendum to this Declaration. The erection, placement, construction and installation of all improvements on Residential Property shall be subject to and governed by the following covenants, conditions, restrictions and reservations, to wit:

6.01 Building Type

As the use of Residential Property is limited to single family residential dwelling purposes only, no building or structure other than (1) one single family residence or dwelling and its related appurtenances, facilities and improvements shall be placed, located, erected, constructed, installed or permitted to remain on Residential Property; except that, if deemed appropriate by the Design Review Board by virtue of the size and location of a particular Lot and the type of residence constructed thereon, detached garages and guest houses may be permitted as an appurtenance to the main dwelling constructed on Residential Property.

6.02 Approved Plans

All improvements must be constructed in accordance with detailed plans and specifications prepared by licensed registered architects in conformance with all applicable Governmental Regulations and approved by the Design Review Board prior to the commencement of construction as more particularly provided in this Declaration.

6.03 Construction

The construction of all residential dwellings and other improvements on Residential Property must be performed by such builders, general contractors, and subcontractors as are (a) licensed in the State of Louisiana and the Parish to engage in the business of residential building and construction and (b) approved in writing by the Developer as being qualified and otherwise acceptable to Developer to perform construction work within The Bluffs. The latter approval shall be within the sole and absolute discretion of Developer.

6.04 Construction Time

Upon commencement of construction, such construction shall be prosecuted diligently, continuously and without interruption to completion within a reasonable time; but in no event more than nine (9) months from the date of the commencement of construction. However, the Design Review Board shall have the power and authority to extend the period permitted for construction, as aforesaid; provided that the Owner and general contractor involved make written application for such extension stating the reasons for the requested extension of time and provided further that the Design Review Board, in the exercise of its reasonable discretion,

determines that the request is reasonable and the extension is warranted. Certain lots within the project may require construction to begin within a designated time period after closing of sale. The sale of such lots shall include a repurchase option in favor of the Developer, should construction of the home not be commenced within the required time period.

6.05 Height Limitation

No improvement on Residential Property shall exceed thirty-five (35) feet in height, as measured from the finished grade of first floor (i.e., excluding basement, if any) to the roof peak at its highest point, except as expressly permitted by the Design Review Board. Each residential dwelling on a Lot shall consist of not more than two (2) full stories (not including basement) unless otherwise approved in writing by the Design Review Board.

6.06 Building Setback Lines

No part of any building shall be constructed, erected, placed or installed any closer to the property boundary lines of Residential Property than the building setback lines shown on the Subdivision or individual Lot plat or specified in the Addendum hereto. Buildings on Residential Property containing Natural Servitudes may be located no closer than five (5) feet from the Natural Servitude.

6.07 Other Setback Lines

Improvements other than the main residential dwelling on a Lot shall be placed, located, erected, constructed or installed no closer to the property boundary lines of Residential Property, by type of improvement, as follows, to wit:

- (a) Driveways. No closer than three (3) feet to any side yard property line for lots with frontages in excess of fifty-five (55) feet. No side setbacks for driveways shall be required for lots with frontages of less than fifty-five (55) feet.
- (b) Swimming Pools. No closer than the otherwise established side yard building setback line plus an additional five (5) feet and no closer than ten (10) feet to any rear yard property boundary line; except in the case of swimming pools constructed on property adjacent to Golf Course and Country Club Property, lakes, or other natural amenities, which must be constructed no closer than ten (10) feet from the "Natural Servitude" as defined herein.
- (c) Decks and Patios. Decks or patios, whether constructed of concrete, cool deck, aggregate wood or any other material shall be constructed no nearer than five (5) feet to any rear yard property line or "Natural Servitude" and no nearer than the otherwise established side yard building setback line to any side yard property line.
- (d) Outbuildings and Accessory Structures. All outbuildings or accessory structures shall be located within the building setback lines established for the main residential dwelling on any Lot unless otherwise approved in writing by the Design Review Board.

6.08 Dwelling Size

The size of each single family residential dwelling constructed on Residential Property is subject to the approval of the Design Review Board based upon the neighborhood character, the Lot size, the terrain, and the natural setting.

6.09 Temporary Improvements

No buildings, structures, improvements or other facilities of a temporary nature, including trailers, tents or shacks shall be permitted on Residential Property; provided, however, that temporary improvements or facilities used solely in connection with and during the period of the construction of approved permanent improvements may be permitted by the Design Review Board, in its discretion, during the period of the construction of such permanent improvements so long as the same are located as inconspicuously as possible and are removed immediately following the completion of such construction. The location of such temporary improvements during construction shall be approved in writing by the Design Review Board.

6.10 Garages and Carports

No carports shall be placed, erected, constructed, installed, or maintained on Residential Property. Each single family residential dwelling constructed and maintained on Residential Property shall have a garage as an appurtenance thereto. All garages shall be for not less than two (2) nor more than four (4) standard sized passenger automobiles, and shall, in addition thereto, include and provide an area adequate for the parking of and storage for one (1) standard four-wheeled electric golf cart. Garages for more than two (2) automobiles must be specifically approved by the Design Review Board. Subject to the granting of a variance by the Design Review Board as hereinafter provided, all garages, whether attached to or detached from the residential principal dwelling, shall be designed, erected, constructed, installed and maintained in such manner that the garage doors thereof shall not face or be visible from any street, the front of any residence or from the Golf Course and Country Club Property, except for lots with a width of less than fifty (50) feet, in which case, the garage doors may face the street. All garages must have garage doors that are operated by electric door openers kept in operable condition and all garage doors shall remain closed at all times; save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored therein. Each garage shall also have a service door to the outside. No garage shall be converted to another use (e.g., living space) without the substitution, on the Lot involved, of another garage meeting the requirements of this Declaration and the approval of the Design Review Board as otherwise provided in this Declaration.

6.11 Driveways

All driveways, turnarounds and parking areas shall be concrete with washed aggregate finish. Asphalt and other materials may be used only with prior written approval of the Design Review Board.

6.12 Roof Structures

No antennas, windmills, appliances or other rooftop installation or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any building or structure unless the same shall first be approved in writing by the Design Review Board and shall otherwise be erected, constructed, installed and maintained on the rear yard side of the roof or otherwise in such manner and at such location that the same shall not be visible from any street, neighboring residence, or the Golf Course and Country Club Property. It is expressly provided, however, that rooftop attic ventilators and fans and solar collector panels which are designed and architecturally treated in an aesthetically acceptable manner may be permitted if approved by the Design Review Board within its reasonable discretion.

6.13 Windows

In no event shall raw or silver aluminum windows be permitted. No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other improvements constructed upon Residential Property. No tinted windows or doors shall be permitted unless first approved by the Design Review Board, in writing, taking into account the degree of tinting and the aesthetics of the improvements involved.

6.14 Exterior Air Conditioning Equipment

All air conditioning compressors and other equipment located outside of a residential dwelling shall be screened from the view of street and road rights-of-way, adjacent Lots and the Golf Course and Country Club Property by opaque walls or landscaping approved by the Design Review Board. No window air conditioning units shall be permitted.

6.15 Roofs

The roofs of the main body of all buildings and other structures shall be pitched. No flat roofs shall be permitted without the approval of the Developer and the design Review Board. All roofs shall be constructed of materials approved by the Design Review Board. All roof colors must be approved by the Design Review Board.

6.16 Fences, Walls and Hedges

No fences or walls shall be erected on Residential Property unless approved in writing by the Design Review Board. The height and materials used in construction of all fences or walls shall be subject to the control and approval of the Design Review Board. In no event shall chain link fences be permitted. No fence, wall or hedge shall be placed on the front of any Lot closer to the street than a building is permitted.

6.17 Fences, Walls and Hedges for Lots on Golf Course, Lake or Natural Amenity

No fence, wall or hedge shall be permitted within the Natural Servitude on a Lot which abuts the Golf Course, lake or other amenity.

6.18 Exterior Building Materials, Finishes and Colors

All exterior building materials, finishes, and colors shall be approved by the Design Review Board. The foregoing restriction shall be equally applicable to the initial as well as any subsequent painting of any improvements located on Residential Property.

6.19 Garbage and Trash Storage Area

All exterior garbage and trash storage areas shall be enclosed by opaque walls as approved by the Design Review Board.

6.20 Mailboxes

If curbside mailboxes are required by the U.S. Postal Service, the design of the mail box holders are subject to the approval of the Design Review Board. The mail box holders shall be constructed of natural materials which harmonize architecturally with the residence. The standard rural mail box installation on a single post shall not be permitted. The Developer shall have the right to require that all street or roadside mailboxes shall be of a particular type and design.

6.21 Underground Utilities

All utility lines and facilities shall be located and installed underground or concealed under or within a building or other on-site improvements approved by the Design Review Board; provided, however, that the foregoing restriction shall not be deemed to prohibit the following: (a) temporary electric power and telephone service poles and water lines which are incident to the ongoing construction of approved permanent improvements, and provided further, that the same are removed immediately following the completion of such construction; (b) above-ground electric transformers, meters and similar apparatus approved by the Design Review Board; (c) permanent outdoor security lights, located and installed as approved by the Design Review Board.

6.22 Landscaping

Each Lot shall be landscaped in accordance with a landscape plan which is approved by the Design Review Board. The landscape plan submitted to and approved by the Design Review Board shall detail initial plan materials, trees, installation and the preservation and utilization of certain existing trees, plants and vegetation. The Design Review Board shall have the right to specify and require within the confines of a minimum budget of three (3%) percent of the construction cost of the dwelling, that certain types and colors of flowering wooded ornamentals and other native plants be planted within the Natural Servitude at the rear of Lots which abut the Golf Course Property, lakes or other amenities. All landscaping approved by the Design Review Board shall be installed within thirty (30) days after the completion of construction of the main

residential dwelling on a Lot, as evidenced by the issuance of a certificate of occupancy for such dwelling. No artificial vegetation shall be permitted on the exterior of any building.

6.23 Construction of Improvements

No construction of improvements on any Lots or dwelling shall be conducted on any Sunday or at any hour except that period between 7:00 A.M. and 7:00 P.M. except for: (a) construction activity of the Developer, (b) emergency situations involving the loss, injury or damage to property or person, or (c) as permitted by the Design Review Board.

6.24 Culvert Use in Swale Ditches

Any Lot which has drainage across the frontage through a swale ditch shall require the placement of a culvert under any driveways or walkways that extend to the street. The type and size of the culvert shall be subject to the approval of the Developer. The Developer shall also have the right to determine how the area around the ends of the culverts are finished. The Developer shall also have the authority to approve the installation of culvert across the entire front of a Lot. Nothing shall be done in swale ditches which obstructs the flow of drainage therein.

6.25 Playground Equipment

No playground equipment shall be installed in the front of any dwelling. No playground equipment may be installed on the rear of any Lot which abuts the Golf Course and Country Club Property, lakes or Common Areas without the written consent of Developer. Any playground equipment installed on any Lot must blend with the environment, be constructed of natural materials, where possible, and be approved by the Developer.

6.26 Precedence Over Less Stringent Governmental Regulations

In those instances where the covenants, conditions and restrictions set forth in this Article VI set or establish minimum standards in excess of Governmental Regulations, including, without limitation, building and zoning regulations, the covenants, conditions and restrictions set forth in this Article VI of this Declaration shall take precedence and prevail over less stringent Governmental Regulations.

6.27 Waivers, Exceptions and Variances by Developer

Notwithstanding anything to the contrary set forth in or which may otherwise be implied from the terms and provisions of this Declaration, the Developer specifically reserves exclusively unto itself, for the duration hereinafter specified, the right and privilege (but Developer shall have absolutely no obligation), upon a showing of good cause therefor, to: (a) grant waivers with respect to any existing or proposed future deviation from, or violation or infraction of, the building restrictions specified in this Article VI of this Declaration where, in the reasonably exercised good faith judgment and discretion of the Developer, the Developer shall determine or decide that such deviation, violation or infraction is minor or insignificant, (b) grant waivers of, exceptions to, or variances from, the building restrictions specified in this Article VI of this Declaration where special conditions and circumstances exist which are peculiar to a particular

Lot and not generally applicable to other Lots (e.g. because of its unusual size, configuration or location) or where a literal interpretation or application of any such building restriction to a particular Lot would be inappropriate, inequitable or otherwise work or result in a hardship or deny such Lot and the Owner thereof specific rights which are generally enjoyed by other Lots and Owners; it being expressly provided, however, that, in all cases, the Developer, in its exercise of such right and privilege shall, in its reasonably exercised and good faith judgment and discretion determine or decide that its grant of any such waiver, exception or variance shall not result in, represent, be or constitute a significant deviation of or derogation from (a) the uniform plan of development for The Bluffs, or (b) the high architectural, ecological, environmental and aesthetic standards otherwise established for The Bluffs. The Developer shall have such right and privilege to grant waivers, exceptions and variances, as aforesaid, until either (a) the expiration of a period of fifteen (15) years from the date of the recordation of this Declaration among the Public Records of the Parish or (b) the sale by the Developer or its successors or assigns in the ordinary course of business, and not in bulk, of ninety-five (95%) percent of all Lots in The Bluffs, whichever shall last occur. Following the occurrence of the last of the foregoing events to occur, the right and privilege of the Developer to grant waivers, exceptions and variances, as aforesaid, shall be delegated and assigned by the Developer to and thereafter vest in the Design Review Board. To the extent that any such waiver, exception or variance is granted in a particular instance or with respect to any particular Lot or improvement pursuant to the provisions of this Section 6.26, as aforesaid, the same shall not be deemed to be a precedent for the granting of such or any similar waiver, exception or variance in any other particular instance or any other particular Lot or improvement.

ARTICLE VII

PROPERTY RIGHTS

7.01 Owner's Servitude of Enjoyment

Subject to the provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors of the Association and approved by the Developer, every Owner, his family and guests shall have a non-exclusive right, privilege and servitude of use and enjoyment in and to the Common Areas, such servitude to be appurtenant to and pass and run with title to each Lot and Dwelling. However, a non-exclusive right of passage over all streets designated now or in the future on the Subdivision Plat is permitted for the Developer, its agents, successors or assigns, and members, guests or invitees of the Developer or The Club at The Bluffs to traverse said streets while travelling to and from the Golf Course and Country Club Property or engaging in other business or activities permitted by the Developer, its successor or assigns.

7.02 Servitudes for Developer

The Developer, its agents, successors or assigns shall have the right of access, ingress and egress over and through any Common Area for any purpose it deems necessary. The Developer shall have the right for the benefit of The Club at The Bluffs to establish pedestrian, maintenance, and golf cart paths between lots, within Natural Servitudes and through Common Areas.

7.03 Servitude for Utilities

There is hereby reserved for the benefit of the Developer, its successors or assigns the power to grant and accept servitudes across Common Areas and across Lots in areas outside of the building setbacks for the purpose of installing, replacing, repairing, and maintaining any and all utilities, television cable systems, water lines, sewer systems, gas lines, telephone lines, electrical lines, security systems, or other such items.

7.04 Natural Servitudes and Golf Course Lots

There is hereby reserved for the benefit of the Developer, its successors and assigns and for the benefit of The Club at The Bluffs, its agents, employees, members, guests and invitees, a Natural Servitude on the rear of any Lot which abuts the Golf Course and Country Club Property, lakes, Common Areas, or other amenities. Club members, guests and invitees shall be allowed to enter upon these Natural Servitudes adjacent to the golf course for the purpose of normal golf play, for the viewing of a golf tournament by spectators, or for traversing along cart trails or paths used in conjunction with the golf operation. A golfer or his caddie shall also have the right to retrieve an out-of-bounds golf ball on the rear portion of a Lot, even if the ball is not within the Natural Servitude. Golf cart and maintenance equipment paths may be constructed within a Natural Servitude. The Club at The Bluffs, its agents or employees shall have the right, but not the obligation, to enter upon the Natural Servitude for the purpose of landscaping, maintenance and other groundskeeping. No tree-cutting or landscaping by a Lot owner is permitted within a Natural Servitude without permission of the Developer. Natural Servitudes which abut lakes,

creeks, or other amenities not associated with the Golf Course and Country Club Property are for the purpose of protecting the natural setting surrounding these amenities. Property Owners, club members, guests and invitees shall be allowed to enter upon these Natural Servitudes for the purpose of normal enjoyment of the adjacent amenity such as walking, jogging, fishing, etc. Walking and jogging paths may be placed within such a Natural Servitude by the Developer for the benefit of community use. The dimensions of any Natural Servitude shall be established prior to the sale of a residential Lot which contains such a servitude.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Control By Developer

Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the By-Laws of the Association, Developer hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association for the term hereof. Every owner in the Development, by acceptance of title to his Lot or Dwelling agrees that Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with this Section. Upon expiration of the period of Developer's right to appoint and remove directors and officers of the Association pursuant to the provision of this Section, such right shall pass to the Owners, including Developer if Developer then owns one or more Lots or Dwellings, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Developer shall deliver all books, accounts and records, if any, which Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Developer has in its possession.

8.02 Amendments by Developer

During any period in which Developer retains the right to appoint and remove any directors and officers of the Association, Developer may amend this Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of Court in West Feliciana Parish, Louisiana, without the approval of any Owner or Mortgagee; provided, however, that, with the exception of the addition of any portion of the Additional Property to the terms of this Declaration, (i) in the event that such amendment materially alters or changes any Owner's right to use and enjoyment of his Lot, Dwelling, High Density Residential Area, or the Common Areas as set forth in this Declaration or adversely affects the title to any Lot, Dwelling or High Density Residential Area, such amendment shall be valid only upon written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. In addition, in the event that such amendment materially alters or changes any rights and servitudes granted herein to Developer or its assigns, or with respect to the Golf Course and Country Club Property, such amendment shall only be valid upon the written consent thereto of the Developer or its assigns. Notwithstanding the foregoing to the contrary, the expiration or termination of the right of Developer to appoint and remove any directors and officers of the Association shall not terminate Developer's right to amend the Declaration as provided herein. Any amendment made pursuant to this Section shall be certified by Developer as having been Mortgagees, if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, agrees to be bound by such amendments as are permitted by this Section, and further agrees that, if requested to do so by Developer, such Owner will consent

to the amendment of this Declaration or any other instruments relating to the Development if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith.

8.03 Amendments By Association

Amendments to this Declaration, other than those authorized by other Sections hereof, shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.
- (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association. Such amendment must be approved by 2/3 of the Owners within a particular Parcel to be affected by the proposed amendment; provided, however, (i) that any amendment which materially and adversely affects the security interest of any Mortgagee must be approved by such Mortgagee, and (ii) during any period in which Developer owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option under this Declaration to add the Additional Property or any portion thereof to the Development, such amendment must be approved by Developer.
- (c) The agreement of the required percentage of the Owners and, where required, Developer and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself. Notwithstanding the foregoing to the contrary, with respect to any amendment to this Declaration under this Section which affects any of the rights or servitudes granted herein to the Developer or with respect to the Golf Course and Country Club Property, Developer shall receive the notice specified in this Section and any such amendment shall only be valid upon the written consent thereto of Developer or its assigns.

8.04 Enforcement

Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the recreational facilities, located in the Common Areas,

or for instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by Developer, the Board of Directors on behalf of the Association, or by an aggrieved Owner. Should Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws, and the rules and regulations of the Association are essential to the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Developer, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure or omission on the part of Developer, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws, or any rules and regulations of the Association, however long continued.

8.05 Duration

The provisions of the Declaration shall run with title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, provided that rights and servitudes which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of such twenty (20) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration, if, during the last year of the initial twenty (20) year period or the last year of any ten (10) year renewal period, seventy-five (75%) percent of the total votes of the Association are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be filed of record in the Records of the Clerk of Court for West Feliciana Parish, Louisiana, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby.

8.06 Interpretation

In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Developer or the

Board of Directors will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record on the Records of the Clerk of Court for West Feliciana Parish, Louisiana. The captions of each Article and section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.

8.07 Gender and Grammar

The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

8.08 Severability

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of the Declaration are declared to be severable.

8.09 Rights of Third Persons

This Declaration shall be recorded for the benefit of Developer, the Owners, and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title, or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Developer and Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

8.10 Notice of Sale, Lease or Mortgage

In the event an Owner sells, leases, mortgages or otherwise disposes of any Lot or Dwelling, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

8.11 No Trespass

Whenever the Association, Developer, the Design Review Board, and their respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the

Development, the entering thereon and the taking of such action shall not be deemed to be a trespass.

8.12 Notices

Notices required hereunder shall be in writing and shall be delivered by hand or by United States Mail, postage prepaid, certified or registered mail, return receipt requested. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, of if no addresses have been so designated, at the addresses of such Owners respective Lots or Dwellings. All notices to the Developer or Association shall be delivered or sent in care of Developer at the following address:

The Bluffs Limited Partnership
Freeland Road at Highway 965
P.O. Box 1220
St. Francisville, LA 70775

or to such other address as the Developer or Association may from time to time notify the Owners. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

ARTICLE IX

DEFINITIONS

9.01 Definitions

When used in this Declaration, unless the context shall prohibit or otherwise require, the following words, shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

- (a) “Additional Property” shall mean and refer to the immovable property and all improvements thereon as Developer shall acquire from time to time and by amendment to this Declaration recorded in the Records of the Clerk of Court in and for the Parish of West Feliciana, Louisiana.
- (b) “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of The Bluffs Property Owners Association, Inc., as amended from time to time.
- (c) “Assessment” shall mean and refer to an Owner’s share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.
- (d) “Association” shall mean and refer to The Bluffs Property Owners Association, Inc., a Louisiana non-profit corporation.
- (e) “Board of Directors” or “Board” shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.
- (f) “Building Setbacks” are designated within each Lot on the Subdivision Plat recorded with the Clerk of Court, West Feliciana Parish, Louisiana and indicate the “Building Envelope”, the area within which a Dwelling may be constructed. Dwellings constructed on Lots containing Natural Servitudes may be located no nearer than five (5) feet to the Natural Servitude.
- (g) “By-Laws of the Association” or the “By-Laws” shall mean and refer to those By-Laws of The Bluffs Property Owners Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.
- (h) “Common Areas” shall mean and refer to all real property and personal property now or hereafter owned by the Association or over which the Association holds a servitude for the common or restricted use and enjoyment of the Owners. Included within the Common Areas are the lakes, maintenance areas, roads, streets, parking lots, walkways, sidewalks, the recreational areas, street lighting, and signage. The Common Areas to be owned by the Association or over which the Association shall hold a servitude at the time of the conveyance of the first Lot or Dwelling to an Owner other than Developer are those tracts or parcels of land shown on the Subdivision Plat, less and except the individual Lots,

Dwellings, High Density Residential Areas, the Golf Course and Country Club Property, and the Additional Property. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any servitude of use or enjoyment therein.

- (i) “Common Expenses” shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.
- (j) “Developer” shall mean and refer to The Bluffs Limited Partnership, a Louisiana Partnership in Commendam, and/or its Managing General Partner, Harold Leone, Jr., which have executed this Declaration.
- (k) “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for the Private Community at The Bluffs on Thompson Creek and all amendments thereof filed for record in the Records of the Clerk of Court of West Feliciana Parish, Louisiana.
- (l) “Design Review Board” shall mean and be defined as the committee created and established by and pursuant to this Declaration which is responsible for the review and approval of all plans, specifications and other materials describing or depicting improvements proposed to be constructed on Residential Property and also responsible for the administration of those provisions of this Declaration involving architectural and landscape control.
- (m) “Development” with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon.
- (n) “Dwelling” with an initial capital letter, shall mean and refer to any improved property intended for the use as a single-family detached dwelling or as a townhouse, condominium unit, villa, patio or cluster home, whether detached or attached, located within the Development.
- (o) “Foreclosure” shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a dation en paiement in lieu of a judicial foreclosure.
- (p) “Golf Course and Country Club Property” shall mean and refer to the golf course and related club facilities developed by the Developer in conjunction with and adjacent to the Development, including the eighteen hole golf course, golf practice range, tennis and golf pro shops, putting greens, golf cart paths, tennis courts, swimming pool, clubhouse, locker room facilities, food and beverage facilities, and other related facilities. The Bluffs Limited Partnership owns the Golf Course and Country Club Property, and the Golf Course and Country Club Property is not part of the Common Areas nor is it governed by the provisions of this Declaration except as specifically provided herein. No Owner or Occupant nor the Association shall have any rights in and to, or obligations with respect to,

the Golf Course and Country Club Property except as expressly and specifically provided herein.

- (q) “High Density Residential Area” shall mean and refer to any portion of the Property in which common elements are owned either by the Owners residing in such High Density Residential Area as owners indivision or by the High Density Residential Association composed of such Owners, and within which it is intended that there will be constructed, attached or detached townhomes, villas, condominium units, cluster homes, garden homes, or patio homes.
- (r) “High Density Residential Association” shall mean and refer to a corporation or an unincorporated association whose shareholders or members are comprised entirely of Owners of Dwellings within a High Density Residential Area.
- (s) “High Density Residential Declaration” shall mean and refer to any instrument or document, and any amendments thereto, which is recorded in the Records of the Clerk of Court for West Feliciana Parish, Louisiana, with respect to any High Density Residential Area and which creates a condominium or horizontal or vertical property regime for such High Density Residential Area or imposes covenants, conditions, servitudes or restrictions with respect to such High Density Residential Area.
- (t) “Improvements” shall mean, be defined as and include any buildings, outbuildings, structures, driveways, walkways, swimming pools, patios, decks, fences, walls, landscaping and any and all other appurtenances, facilities and improvements of any kind, nature or description constructed erected, placed installed or located on Residential Property and any replacements thereof and all additions or alterations thereto.
- (u) “Lease” shall mean and refer to any lease, sublease, or rental contract, whether oral or written.
- (v) “Living Area” shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.
- (w) “Lot” or “Residential Lot” shall mean and refer to any unimproved portion of the Property upon which it is intended that a Dwelling shall be constructed, as such Lots are shown on the subdivision Plat. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such parcel and the improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.
- (x) “Mortgage” with an initial capital letter, shall mean and refer to a credit sale, mortgage, or other similar security instrument granting, creating, or conveying a

lien upon, or a security interest in, a Lot or Dwelling , or High Density Residential Area (or any portion thereof).

- (y) “Mortgagee” with an initial capital letter, shall mean and refer to the holder of a Mortgage.
- (z) “Natural Servitude” shall mean that portion of a Residential Lot or Dwelling which serves as a buffer between the constructed improvements upon that Lot and a particular amenity within the development, such as the golf course, a lake, or a Common Area. A Natural Servitude must be maintained in its native condition, unless proposed tree-cutting, landscaping, or other change is first approved by the Design Review Board. Residents, club members, and guests shall be allowed to enter within any Natural Servitude in the normal course of enjoying the adjacent amenity. Natural Servitudes along the Golf Course and Country Club Property shall be considered “in play”, and persons authorized to be on the golf course, whether it be for normal play of the golf course or for viewing a tournament or other golf event, shall be allowed to enter upon such Natural Servitudes. Cart paths, walking paths, and other improvements constructed for the enjoyment of the adjacent amenity, whether it be the golf course, lake, creek, or other Common Area, may be placed within a Natural Servitude by The Club or the Developer. The Club and the Developer shall have the right, but not the obligation to landscape and maintain areas within a Natural Servitude for the benefit of the adjacent amenity.
- (aa) “Occupant” shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member or an Owner, occupying or otherwise using a Dwelling within the Development.
- (bb) “Owner” with an initial capital letter, shall mean and refer to one or more persons, including Developer, who or which owns title to any Lot or Dwelling or High Density Residential Area.
- (cc) “Patio Envelopes” are designated within certain Lots. Patios may be constructed with approved materials within a Patio Envelope, so long as such patio is built no more than six (6) inches above the existing grade of the natural ground surrounding the patio. Where Patio Envelopes are not designated, patios must be located in accordance with Article 6.07 (c) of this Declaration.
- (dd) “Part-Time Resident” shall mean and refer to any Owner of a Dwelling within the Development whose primary residence is located outside of the Development, and who resides at his Dwelling in the Development less than six (6) months in any calendar year.
- (ee) “Person” shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

- (ff) “Subdivision Plat” shall mean and refer to those certain plats of the Development filed in the records of the Clerk of Court of West Feliciana Parish and attached hereto.
- (gg) Subject Property” shall mean all lands included within and comprising the Private Community at The Bluffs on Thompson Creek, as hereinabove described in this Declaration and also depicted on the Plat.

This act has been signed by Harold Leone, Jr. in his capacity as Managing General Partner of The Bluffs Limited Partnership in the presence of the undersigned witnesses and Notary on the date first above written.

Witnesses

**The Bluffs Limited Partnership
A Louisiana Partnership in Commendam**

By: _____
Harold Leone, Jr.
Managing General Partner

Notary