

THE COMMUNITY AT THE BLUFFS

**THE COVENANTS AND RESTRICTIONS OF
THE BLUFFS PROPERTY OWNERS ASSOCIATION**

0935

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This Declaration is made as of the 17th day of June, 1988
and revised as of the 1st day of September, 1995 by:

The Bluffs Limited Partnership, a Louisiana Partnership in Commendam,
herein represented by its Managing 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 official Subdivision Plats of The Bluffs on Thompson Creek, as duly recorded with the Clerk of Court of West Feliciana Parish (hereinafter referred to as the "Subject Property"); and

WHEREAS, portions of the Subject Property shall be subdivided, developed, improved, occupied, used and enjoyed as an exclusive, unique and attractive residential Community of the highest quality and order, pursuant to a uniform plan of development with consistently high architectural, environmental and aesthetic standards; and

NOW THEREFORE, The Bluffs Limited Partnership hereby declares that residential properties within 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 residential properties subjected to this Declaration, and which shall be binding upon all parties having any right, title or interest in the described residential 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 Residential Community is located.

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

Witnesses

Henry J. Edwards
BT Inman

The Bluffs Limited Partnership
A Louisiana Partnership in Commendam

By: Harold Leone, Jr.
Harold Leone, Jr.
Managing Partner

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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 residential 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 from a subsequent owner.

1.02 Property Affected

This Declaration shall be binding upon those Residential Lots or tracts of land designated for residential use by the Developer and/or shown on the official Subdivision Plats of The Bluffs on Thompson Creek. 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 Country Club and Other Non-Residential Property

The Country Club Property, as well as other tracts within the Subject Property designated for non-residential use by the Developer, shall not be subject to the terms and conditions of this Declaration. Such tracts of land as shown on the Subdivision Plats and/or designated by the Developer may be used for Golf Course, Clubhouse, Golf Practice Facilities, Golf Course Maintenance, Tennis Courts and other Club facilities, as well as for The Lodge at The Bluffs and other non-residential uses as designated by the Developer. All rights and privileges with respect to the use of the Country Club Property shall be separately governed by the rules and regulations of The Club at The Bluffs.

1.04 Common Areas

Common Areas shall not be subject to the terms and conditions of the Declaration. Those areas, as shown on the Subdivision Plats and/or designated by the Developer, shall be subject to a non-exclusive servitude of use by Property Owners and their Guests, by Members and Guests of The Club and The Lodge at The Bluffs and by other parties who have the expressed permission of the Developer. Common Areas may include roads and road rights-of-way, lakes, creeks, beaches, walkways, parks and other recreational areas, parking lots, street lighting and signage. Common Areas do not include Country Club Property, which use is strictly reserved for Members and Guests of The Club at The Bluffs.

1.05 Title and Security Interests in Residential Property Subject to this 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 having 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 purposes shall include enforcing the terms and conditions of this Declaration and other purposes beneficial to Residents of The Community at The Bluffs.

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 Residential Lot or Dwelling. In the event ownership of a Residential 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 Owner(s), whether single or multiple ownerships exists. The Developer shall be granted three (3) votes for each Lot, Dwelling, or Acre of undeveloped property owned by the Developer, its affiliates or assigns.

2.03 High Density Residential Association

The Developer shall have the right to establish one or more High Density Residential Associations which have the purpose of maintaining specific Common Areas within a high density residential section within The Community. Additional fees may be imposed for Membership in any such High Density Residential Association.

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2.04 Association 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, parks, natural areas and landscaping,
- b. to provide overnight security for The 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 replacement and/or repair,
- e. to provide and maintain reasonable limits of liability insurance for accidents or damage occurring within Common Areas of The Community, and
- 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 solitarily and of 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 Residential Lot in The Community at The Bluffs, the monthly assessments shall be:

- a. Lot on which no residence 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 the Developer - \$10.00/month.

The Association shall have the right to establish monthly assessments based upon the annual budget of the Association. However, the total annual assessments for each Lot or Dwelling shall not be increased by an amount greater than ten (10%) percent of the previous year's assessment, except with the approval, by a 2/3 vote, of the Membership of the Association. 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. The Developer shall have the right to increase assessments by 10% or less during the period of control by Developer described in Section 8.01 herein. After said period of control by Developer, any annual assessment increase of 10% or less must be approved by a majority vote of the Membership of the Association.

3.03 Individual Assessments

The Association may levy an individual assessment against the Owner of a Lot or Dwelling;

- a) if expenses are incurred by the Association occasioned by the conduct of the Owner, and
- b) for fines levied against an Owner for the violation of any regulations established by the Association, and
- c) for expenses, legal fees, court costs or any other costs incurred in the enforcement of any of the terms and conditions of the Declaration.

ARTICLE IV

ARCHITECTURAL AND LANDSCAPE CONTROLS

4.01 Reservation of Architectural and Landscape Control

In order to ensure that the development of The Community at The Bluffs on Thompson Creek proceeds 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 same duration hereinafter specified in Section 4.03 (also in Sections 6.27 and 8.01), 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 within The Community. Such right and control of the Developer shall be exercised in the manner hereinafter provided.

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 the 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 original 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%) of all Residential lots to be developed in The Community, whichever shall occur last. Following the occurrence of the last of the forementioned events, the architectural and landscape review and control functions hereinabove

reserved by and unto the Developer shall be transferred 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 therefor 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 Community at The Bluffs in general. The Design Review Board shall have the right to prohibit 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 Community at The Bluffs.

4.06 Design Standards

The Design Review Board shall have the right to develop one or more manuals or sets of Guidelines setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the Design Review Board for determining compliance with this Declaration. Any such Design Standards Manual(s) must be approved in advance by the Developer. Such Design Standards Manual shall be used as a guide and shall not be binding upon the Design Review Board in connection with the exercise of its review and approval functions and/or its ultimate approval or refusal to approve any plans and specifications submitted.

4.07 Procedure for Design Review

The Design Review Board shall develop and make available, upon request by Owners, reasonable and practical procedures outlining the submission of plans and specifications to the Design Review Board for 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 for review and approval, 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) Once selected, 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, plaques and/or 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 landscape 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, including exterior air-conditioning units, propane tanks, etc.
- (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 for 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 received in accordance with any rules and regulations regarding such submission as 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 submitted and received plans, specifications and other materials, so long as such submitted and received plans, specifications, and other materials are in compliance with the covenants, conditions, restrictions, and other requirements of this Declaration.

4.09 Inspection of Construction

Any Member of the Design Review Board or any officer, director, employee or agent of the Developer or the Association may but shall not be obligated to, at any reasonable time, without being deemed guilty of trespass, enter upon 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 previously 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 Residential Property 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 Declaration.

4.12 Country Club and Other Non-Residential Property Exempt

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

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

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

5.02 Ownership and Leasing

Residential Properties within The Community may not be rented or leased for any single period of less than three (3) months, 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 interval ownership of Residential Property shall be permitted without the written approval of the Developer.

5.03 Subdivision of Residential Lots

No Residential 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 contiguous 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 homesite.

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 Disturbance of Peace and Quiet and Other Offensive Activities

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

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 dogs, cats, birds or other usual and customary household pets which may be kept, raised and confined to that Residential Property, provided that the same are not kept, raised, or maintained thereon for any business or commercial purposes or in a number deemed unreasonable by the Developer or by the Association, in the exercise of their reasonable discretion. Such pets shall be kept indoors, within the owner's Residential Property (less and except any Golf Course Servitude or Natural Servitude thereon), or on a leash.

5.07 Vehicles

a. Storage and Parking

Family vehicles shall be parked inside garages, with garage doors closed, whenever possible. 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 above mentioned commercial, recreational vehicle or the like be permitted to be parked or stored within any Common Area or on any street within The Community.

b. Maintenance and Repairs

No passenger automobile, commercial, recreational or other motorized vehicle, or the like, shall be dismantled, serviced, rebuilt, repaired, or repainted within Residential Property or Common Areas. 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 and non-disruptive maintenance of Residents vehicles.

c. Motorcycles, All-Terrain Vehicles, Etc.

No motorcycle, motor scooter, go-cart, 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 security, maintenance and operation of the Country Club Property and/or Common Areas, or other use exempted by the Developer. It is expressly provided, however, that the foregoing provisions of this subparagraph

shall not apply to approved, electrically-powered four-wheeled golf carts that meet the requirements of Section 5.08 of this Declaration.

d. Commercial Vehicles

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. Other Vehicle Rules and Regulations

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, recreational, and other vehicles (including approved, privately-owned golf carts) within The Community at The Bluffs, and if so adopted, the same shall be binding upon all Residential property and all Owners and Guests.

f. Enforcement of Vehicle Regulations

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 at the sole expense of the owner of such commercial, recreational or other vehicle in violation of 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 shall be permitted to be used or stored on Residential Property (or used on Common Areas or on Country Club Property) without prior approval and licensing in writing by the Association. The Association, however, shall not be authorized to approve and/or license any golf cart for use within The Community unless it is;

- a) electrically powered and 4-wheeled, and
- b) of the same type, make, model and color of the golf carts used and approved by The Club, for use on Country Club Property, and
- c) in proper mechanical condition and an acceptable state of repair and appearance, and
- d) licensed by The Club for use on Club Property

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In no event shall the Association approve and/or license any golf cart equipped with a radio, television, horn, buzzer or other sound equipment of any type or decorated in any manner not approved by The Club. The Association shall be entitled to establish use guidelines and to charge a reasonable fee for its inspection, approval and licensing of a golf cart. Such fee of the Association shall be separate and apart from, and in addition to, any Trail Fee or License Fee charged by The Club in connection with the use of such golf cart on the Golf Course and Country Club Property. (See also Article XIII - Private Golf Cart Guidelines for The Community at The Bluffs)

5.09 Maintenance of Residential Property

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 be kept or to accumulate on Residential Property. The Developer shall, in its sole discretion, have the right to determine what is "unsightly." (See Section 5.23) Enforcement of the provisions of this Section shall be in accordance with the provisions of Section 5.26 of this Declaration and such other provisions of this Declaration as shall be applicable.

5.10 Reconstruction of Damaged Improvements

In the event that a 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 5.26 of the Declaration and such other provisions of this Declaration as shall be applicable.

5.11 Garbage and Garbage Containers

All garbage, trash containers and the like shall be stored inside garages, or behind approved opaque walls attached to and made a part of the single family residential dwelling, or in an approved underground location. In no event shall any of the same be visible from any adjacent or neighboring Residential Property, from Country Club Property or from Common Areas, including 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 Porches and Patios in View

Porches, patios, decks, gazebos and the like, which are in view of the Golf Course, the Street, or neighboring residences, shall be maintained in an attractive condition. Patio furniture and other appropriate items kept thereon shall not be allowed to deteriorate, and shall be arranged and maintained in an orderly, uncluttered, and presentable fashion. Unsightly items shall not be stored in view on porches, patios and the like. (See also Section 5.23 herein.)

5.13 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.

5.14 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 in approved underground location or inside of approved 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 Country Club Property, or from Common Areas, including Streets and Roads.

5.15 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.

5.16 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 behind approved 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 Country Club Property or from Common Areas, including Streets and Roads.

5.17 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, in writing by the Design Review Board prior to the installation of such device. Approved satellite dishes shall not exceed 20 inches in diameter.

5.18 Signs

No sign, billboard or advertising of any kind shall be displayed for 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
- (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.
- (c) one (1), discreet, professionally-prepared sign identifying the Master Plumber, only for the time period required by Louisiana law.

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/or 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.

5.19 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 can assist in identifying trees which may be damaged during normal construction activities, formulating protective measures to minimize tree damage, and supervising tree protection during construction. Such services may be required by the Design Review Board for certain Residential Lots. (See also Section 10.14 herein)

5.20 Firearms

No firearms shall be discharged, and no hunting shall be allowed, with any type of weapon, within any residential property, any Common Area, Country Club Property or any other contiguous property owned by or under option by the Developer or its affiliates, successors or assigns.

5.21 Permanent Exterior Lighting

The predominant exterior lighting on residential property shall produce "soft, subdued" light rather than "bright" light. Traditional, exterior light fixtures shall be required on residential property. Any exterior security lights, flood lights, tennis court lights or the like, shall require specific approval and shall be installed in such a manner as not to create excessive horizontal exposure, but rather shall be directed and/or shielded in order to cast light upward or downward so as not to create a nuisance to neighboring property. Such tennis court lights, flood lights, security lights, and the like shall be operated manually or by a timer (not by photocell or motion detectors) and shall be extinguished no later than 10:30 pm.

5.22 Seasonal Exterior Decorations and Lighting

Any exterior Holiday or seasonal decor placed in view on Residential Property shall be tasteful, presentable, and unoffensive. During the Christmas Season, the preferred and encouraged exterior decorative lighting shall consist of single-colored, white lights, in keeping with the annual St. Francisville Holiday tradition of highlighting rooflines and other architectural elements of historic homes with white lights. No flashing lights and no noisy, obnoxious, gaudy, or otherwise objectionable decorations and/or lighting, as determined at the sole discretion of the Design Review Board, shall be placed on Residential Property, in view of Street, Country Club Property, or neighboring Residences.

5.23 Unsightly Objects

No unsightly objects shall be kept in view on any Lot, in any Common Area, or placed upon the exterior of any Dwelling, including such things as garments, rugs, banners or other unsightly items hanging inside windows or on porches or balconies. No aluminum foil or similarly reflective material shall be used or placed on doors or windows. The Developer shall have the absolute right, in it's sole discretion, to determine what is an unsightly object, as well as to require removal or approved screening of such object.

5.24 Obstruction of Views of Common Areas and Country Club Property

No structure, object, or landscaping (except for the planting of trees in accordance with approved plans) shall be installed upon any residential Lot so as to obstruct the view from neighboring Lots of Country Club Property or natural amenities, or to obstruct the view along common areas and rights of way. Any landscaping by a property owner within a Golf Course or Natural Servitude must first be approved in writing by the Design Review Board. The Developer and/or the Owner of the Country Club Property (or his assigns) shall have the right, but not the obligation, to plant trees and other landscaping within any Golf Course or Natural Servitude on any Residential Lot.

5.25 Additional Rules and Regulations

In addition to the foregoing restrictions governing 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 other 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 such rules or regulations so promulgated by the Association shall be applicable to and binding upon all Residential Property and the Owners and Occupants thereof and their successors and assigns, as well as all Guests or Invitees of and all parties claiming by, through or under such Owners of Residential Property.

5.26 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 and 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 General

The Design Review Board, subject to the written approval of the Developer, shall have the authority to develop specific additional building restrictions and guidelines 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 available, upon request, to Owners of said lots, as Addenda to this Declaration. Prior to beginning the design of a home, the Lot Owner shall notify the Sales Center (634-5222) and request all current guidelines pertaining to that Residential Lot. 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. (See also Contractor Guidelines - Article X.)

6.01 Building Style and Type

The recommended and approved exterior style of architecture is the traditional and historic, "West Indies" architecture typical of Louisiana's Plantation era. This architecture is characterized by raised porches, second-floor galleries, steeply-pitched roofs, symmetrically-positioned columns and traditional windows, transoms and french doors with divided lights, dormers, decorative shutters, etc. Elements of this traditional style should be incorporated into the design of residences to be built within The Community. The overall design objective is for homes at The Bluffs to reflect the traditional, historic architecture of St. Francisville and West Feliciana Parish, also known as "English Louisiana."

As the use of Residential Property is generally limited to single family residential dwelling purposes only, no building or structure other than one (1) 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 planners or registered architects in conformance with all applicable Governmental Regulations, which plans must be approved by the Design Review Board prior to the commencement of construction as more particularly provided in this Declaration.

6.03 Contractors

The construction of all residential dwellings and other improvements on Residential Property must be performed by such General Contractors and Other Contractors as are (a) licensed in the State of Louisiana and the Parish to engage in the business of residential building and construction, (b) approved in writing by the Developer as being qualified and otherwise acceptable to Developer to perform residential construction within The Community at The Bluffs, and (c) familiar with the restrictions and guidelines herein. (See also Article X.) The approval referred to in (b) above 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 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 may include a repurchase option in favor of the Developer, should construction of the home not be commenced within the required time period.

6.05 Culverts Along Street Frontage

The placement of a storm-drainage culvert, completely across the frontage of a Residential Lot along the Street, is the responsibility of the Lot Owner and shall be required. The depth, grade, type and size of the culvert shall be subject to the prior approval of the Design Review Board. The Design Review Board shall also have the right to stipulate the locations and elevations of catch-basins as well as how the ends of culverts are finished. The elevation of streetside catch-basins shall be at least six inches below the elevation of the adjacent street, to allow surface drainage from the street to enter said catch-basins. No work shall be performed in a streetside drainage servitude without the prior approval of the Design Review Board. (See also Sections 6.06, 10.14, 10.16, and 10.26)

6.06 Drainage and Finished Floor Elevations

All storm water from any Lot shall drain into designated drainage receptacles. No drainage shall be permitted from a Residential Lot onto Country Club or other Non-Residential Property without the prior written approval of the Developer. The owner of each Residential Lot must submit a drainage plan and receive approval, prior to home construction and prior to any installation of additional drainage systems after construction, and such drainage plan must be in accordance with the overall drainage plan for The Community.

The finished floor elevation shall be established to allow for proper drainage away from the residence after final grading of the lot and before any raised landscape beds have been constructed. A minimum of 8" and a maximum of 12" of slab should be exposed, after final lot-grading and prior to the installation of any landscaping, and the lot should be sloped to allow for drainage of all storm runoff, in accordance with the approved drainage plan. (See also Sections 6.05, 10.14, 10.16 & 10.26.)

6.07 Height Limitation

No improvement on Residential Property shall exceed thirty-five (35) feet in height, as measured from the finished grade of the 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.

6.08 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 plats and/or specified by the Developer. Buildings and other improvements on Residential Property containing a Golf Course and/or Natural Servitude may be located no closer than five (5) feet from the Golf Course or Natural Servitude.

6.09 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 from any side-yard property line for lots with frontages in excess of fifty-five (55) feet, and no closer than one (1) foot for lots with frontages of less than fifty-five (55) feet.

(b) Swimming Pools

No closer than the otherwise established building setback lines 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 Country Club Property, lakes, or other natural amenities, which must be constructed no closer than ten (10) feet from any Golf Course or Natural Servitude.

(c) Decks and Patios

Decks and patios, whether constructed of brick, concrete, cool deck, aggregate, wood or any other approved material, shall be constructed no nearer than five (5) feet from any rear-yard property line or "Natural Servitude" and no nearer than the otherwise established building setback lines.

(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.

6.10 Dwelling Size

The size (square footage "under roof" and/or "living area") 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.

6.11 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.

6.12 Garages

No carports shall be placed, erected, constructed, installed, or maintained on Residential Property. Each single family residential dwelling constructed on Residential Property shall include a garage as an appurtenance thereto. All garages shall be sized 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) approved, 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, which shall not be unreasonably withheld, garages, whether attached to or detached from the residential principal dwelling, shall be designed, erected, constructed, installed and maintained, when practicable, in such manner that the garage doors thereof do not face any Street or the Country Club Property. However, for a lot having a width of less than fifty-five (55) feet, or when the driveway turning radius is less than twenty-five (25) feet, the garage doors shall face the Street.

All garages must have overhead 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. Overhead garage doors shall not contain windows. 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 prior, written approval of the Design Review Board as otherwise provided in the Declaration. Ingress and egress of golf carts stored on Residential property shall be via Community Streets. No direct access to and from Country Club Property is permitted.

6.13 Driveways, Walkways, Patios, Etc.

All driveways, walkways, turnarounds, parking areas, patios, etc. shall be constructed of concrete with exposed-aggregate finish. Other materials may be used only with prior written approval of the Design Review Board. (See also Section 10.20 herein.) The elevations of all such improvements shall be set to allow for proper surface drainage, or approved sub-surface drainage shall be installed.

6.14 Rooftop Structures

No antennas, satellite dishes, 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, from a neighboring residence, or from 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.

6.15 Traditional Windows, French Doors and Decorative Shutters

On the streetside (and golf course) elevation(s), windows, transoms, French doors, etc. shall feature divided lights of a reasonably matched size. The recommended windows are true, operable, wood windows, but aluminum and vinyl or vinyl-clad windows are also acceptable, so long as the exterior appearance reasonably approximates the traditional exterior appearance of true, operable wood windows with divided lights. 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 without prior approval by the Design Review Board, in writing, which shall take into account the degree of tinting and the aesthetics of the improvements involved. Exterior decorative shutters shall be appropriately sized, when practicable, to approximate the size of true, operable storm shutters.

6.16 Exterior Air-Conditioning Equipment and the Like

Any air-conditioning equipment, approved storage tanks, and any other unsightly items located outside of a residential dwelling shall be screened from view from street and road rights-of-way, from adjacent Lots and from Country Club and other Non-Residential Property, with opaque walls or landscaping approved by the Design Review Board. Landscape material used to screen such items must be appropriately-sized to reasonably obscure the view of said item, once installed. No window air-conditioning units shall be permitted.

6.17 Roofs

The prominent rooflines of the main body of all buildings and other structures shall feature a traditional pitch of between 8 on 12 and 12 on 12. No flat roofs shall be permitted without the prior approval of 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.

6.18 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 street side of any Lot closer to the street than a building is permitted.

6.19 Fences, Walls and Hedges within a Golf Course or Natural Servitude

No fence, wall or hedge shall be permitted within a Golf Course or Natural Servitude on a Lot which abuts the Golf Course, lake or other natural amenity, except with prior, written approval of the Developer.

6.20 Exterior Building Materials, Finishes and Colors

The selection of all exterior building materials, finishes, and colors shall be appropriate, for traditional, historic Louisiana architecture. All exterior building materials, finishes, and colors shall be subject to the approval of the Design Review Board. This restriction shall be equally applicable to the initial as well as to any subsequent painting of any improvements located on Residential Property, unless existing approved color is re-used.

6.21 Garbage and Trash Storage

All garbage and trash shall be stored inside garages, other storage rooms, or in other approved, out-of-view, exterior storage area which is enclosed by approved opaque walls or other approved screening.

6.22 Mailboxes

All mailboxes are subject to the approval of the Design Review Board. The standard rural mail box installation on a single post shall not be permitted, even temporarily. The recommended and approved mailbox is the metal "Victorian" letterbox, painted forest green (very dark green), as available at Petit Jean Antiques (3280 Drusilla Lane, Baton Rouge, phone 924-3801), Accent Ornamentals (Watson, LA, phone 667-0338), Custom Crafters (15565 George O'Neal Rd., Baton Rouge, phone 924-4120), K & C National Sales (14506 South Harrell's Ferry Rd., Baton Rouge, phone 756-8277), and other places. Brick enclosed standard mailboxes must be approved, but may also be acceptable. A Mailbox shall not be installed directly across the street from another mailbox.

6.23 Underground Exterior Wiring

Electrical, cable TV, and other wiring on residential property must be located underground, concealed under or within a building or other on-site improvement, as 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 lighting, located and installed in accordance with plans approved by the Design Review Board.

6.24 Landscaping

General Guidelines

Each residence shall be landscaped in accordance with a landscape plan which has been submitted to and approved by the Design Review Board. The landscape plan shall be submitted to the Design Review Board no later than 45 days prior to completion of the Dwelling and shall describe in detail the initial plant materials and trees to be installed as well as the preservation of existing trees, plants and vegetation. Approved landscaping should be installed prior to or immediately after completion of the residence and in no instance later than 90 days after completion. The Design Review Board shall have the right to specify and require, within the confines of a landscaping budget (not including grass) equivalent to three (3%) percent of the construction cost of the dwelling, that certain types and colors of flowering

ornamentals and other plants and trees be utilized. Landscaping should prominently utilize traditional Louisiana plant materials, and the overall landscape plan should reflect the gardens of the Plantations of the antebellum era. Recommended plants include, but are not limited to, Azalea, Crepe Myrtle, Camellia, Gardenia, Dogwood, Spirea, Redbud, as well as ground covers such as Monkey Grass, Liriope, Jasmines, etc. The planting of shade trees may be required on certain Lots, between the Residence and the Street and/or Golf Course or Natural Amenity.

Size of Plant Materials to be Installed

The predominant plant materials installed in landscape beds on the streetside (and on the golf course side) of a residence should be of a sufficient initial size (3-gallon containers or larger) to produce the appearance of a reasonably established landscaped area, once installed. Smaller plant materials can be included to provide accent and/or seasonal color. (See also "Screening Unsightly Items" below.)

Shade Trees

The most impressive Southern neighborhoods are characterized by shaded lawns and tree-lined streets. The planting of young shade trees between the residence and the street (and between the residence and the golf course) is strongly encouraged and may be required on certain lots. Recommended shade trees include; Live Oak, Shumard Oak, Water Oak, Cherrybark Oak, Bald Cypress, Red Maple, Slash Pine, Tulip Poplar, Beech, and other species native to the area.

Ornamental Trees

The planting of ornamental trees on the streetside and the Golf Course side of a residence is encouraged and may be required on certain Lots. Recommended ornamental trees include; White Dogwood, Pink Dogwood, Redbud, Purple Plum, Crepe Myrtle, Bradford Pear, Flowering Cherry, and others native to the area.

Grasses on Residential Lawns

The predominant grass used on sunny lawns in South Louisiana is Centipede, widely available from local sod-growers. However, Centipede does not perform well in shade. For shaded lawns, grasses that are more shade-tolerant (such as St. Augustine and Zoysia) are recommended. These grasses also perform well in sunny locations and are generally available from local sod-growers. However, supplies of St. Augustine and Zoysia can become limited, so advance orders are encouraged.

When selecting the grass to be sodded on your lawn, it is important to remember that sunny areas will become more shaded as young trees mature. You may want to select a more shade-tolerant grass initially, so your established grass will not deteriorate in the future as your lawn becomes more shaded.

Screening Unsightly Items From View

Exterior Air-Conditioning equipment, propane tanks, utility pedestals, parking bays, etc. should be screened from view, with landscaping or other approved visual screen. Any landscape material installed to screen such items should be of sufficient initial size (and planted sufficiently densely) to reasonably obscure the item from view from the Street, from the Golf Course, and from other Residences.

"Theme Plants" Within The Community at The Bluffs

Keep in mind that the objective of our Community landscape plan is to reflect the historic gardens of Louisiana's Plantation Country. As you consider expanding or accenting your landscaping, remember that azalea, spirea, dogwood, and redbud will always be regarded as "theme plants" at The Bluffs. These Spring-blooming plants will continually be incorporated into additional landscaped areas throughout the Community, in common areas, on the Golf Course and elsewhere. The Spring show of color at The Bluffs will steadily become more spectacular as new residences contribute more and more of these traditional Louisiana plants to our Community landscape.

6.25 Construction Activity on Sundays and After-Hours

No construction of improvements on any Lots or dwellings shall be conducted on any Sunday or at any hour except that period between 7:00 am and 7:00 pm except;

- (a) construction activity by the Developer,
- (b) emergency situations involving the loss, injury or damage to property or person, or
- (c) as otherwise approved in writing by the Design Review Board.

6.26 Playground Equipment

No playground equipment or the like shall be located in view of the Street or the Golf Course on any Residential Lot. No playground equipment may be installed on any Lot without the prior written approval of Developer. Approved playground equipment shall blend with the environment and shall be constructed of natural materials, where possible. Basketball goals are not allowed on residential property, except with prior, written consent of the Developer.

6.27 Precedence Over Less-Stringent Governmental Regulations

In those instances where the covenants, conditions and restrictions set forth in this Declaration 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 Declaration shall take precedence and prevail over said less-stringent Governmental Regulations.

6.28 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 Declaration where, in the reasonably exercised good faith, judgement 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 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 judgement 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 Community at The Bluffs, or (b) the high architectural, ecological, environmental and aesthetic standards otherwise established for The Community at 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 original 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 to be developed in The Community at The Bluffs, whichever shall last occur. Following the occurrence of the last of the forementioned 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 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, 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 for any other particular Lot or improvement.

ARTICLE VII

PROPERTY RIGHTS AND SERVITUDES

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, the non-exclusive right of passage over all streets designated now or in the future on the Subdivision Plats is permitted for the Developer, its agents, successors or assigns, Members, Guests and Invitees of The Club and Lodge at The Bluffs, to traverse said streets while traveling to and from Country Club Property and other Non-Residential Property, and for others engaging in other business or activities on Non-Residential Property, as 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. Golf cart paths shall not be Common Areas, but rather shall be restricted to use by Members and Guests of The Club at The Bluffs, in accordance with the Rules and Regulations of The Club.

7.03 Additional Servitudes for Utilities and Drainage

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, improving, repairing, and maintaining storm drainage and any and all utilities, including television cable systems, water lines, sewer systems, gas lines, telephone lines, electrical lines, security systems, or other such items.

7.04 Golf Course Servitudes and Natural Servitudes

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 Golf Course or Natural Servitude on a portion of any Lot which abuts the Country Club Property, lakes, Common Areas, or other amenities. Members, Guests and Invitees of The Club shall be allowed to enter upon such servitudes adjacent to the golf course for the purpose of normal golf play, for the viewing of a golf tournament as spectators, or for traversing along cart trails or paths used in conjunction with the golf

course. The Club shall have the right to designate, with the placement of out-of-bounds stakes or other markers, all or any portion of a Golf Course Servitude as "in-play" on the golf course. Any golfer (or his caddie) shall have the right to retrieve an out-of-bounds golf ball, on the golf course side of any residence, even if the ball is not within the Golf Course or Natural Servitude. Golf cart and maintenance equipment paths and golf course irrigation lines and facilities may be located within a Golf Course or Natural Servitude. The Club at The Bluffs, its agents or employees shall have the right, but not the obligation, to enter a Golf Course or Natural Servitude for the purpose of landscaping, maintenance and/or other grounds keeping.

Natural Servitudes which abut lakes, creeks, or other amenities not associated with the Country Club Property are for the purpose of protecting the natural setting surrounding these amenities. Property Owners and Members, Guests and Invitees of The Club 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 located within such a Natural Servitude by the Developer for the benefit of the Community and/or The Club. The dimensions of any Golf Course or Natural Servitude shall be established prior to the sale of a Residential Lot which contains such a servitude. No tree-cutting or landscaping by a Lot owner is permitted within a Golf Course or Natural Servitude without the prior approval of the Developer.

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 until either (a) the expiration of a period of fifteen (15) years from the original 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 to be developed in The Community at The Bluffs, whichever shall last occur. (See also Sections 4.03 and 6.27 herein). Every Lot Owner, 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 provisions of this Section, such right shall pass to the Association, 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 Property 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 which Developer has in its possession.

8.02 Amendments By Developer

During the same term (as in Section 8.01) 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 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 duly approved by Developer, and by such Owners and 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 Subdivision 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 Community, 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 the Section which affects any of the rights or servitudes granted herein to the Developer or with respect to the Country Club Property, Developer shall receive the notice specified in the 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 Common Areas, or for instituting an action to recover sums due, for damages, and/or for injunctive relief, the rights to such actions to be maintained by the Developer by the Board of Directors on behalf of the Association, and 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. In as much 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 the right, power or remedy herein provided shall be construed as an acquiescence thereto nor shall said be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, nor 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 this 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 original 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 of 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 to 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 original 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 to be held valid, 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 Community, 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, or 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 mailed or delivered, in care of Developer, as follows;

| <u>Mail Address</u> | <u>Delivery Address</u> |
|--|--|
| The Bluffs Limited Partnership P. O. Box 1220 St. Francisville, LA 70775 | The Bluffs Limited Partnership Freeland Road at Highway 965 The Bluffs, LA 70748 |

or to such other address that Developer or Association may from time to time notify 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 that Developer shall acquire from time to time for future development and to any subdivision plats of said property, 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 for each Lot by the Developer and/or stipulated on the Sub-division Plats recorded with the Clerk of Court, West Feliciana Parish, Louisiana. These indicate the "Building Envelope", the area within which a Dwelling may be constructed. Dwellings constructed on Lots containing Golf Course or Natural Servitudes may be located no nearer than five (5) feet to the Golf Course or 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 either owned by the Association or which the Association holds a servitude for the common or restricted use and enjoyment of. Included within Common Areas are lakes, maintenance areas, roads, streets, parking lots, walkways, sidewalks, parks and recreational areas, street lighting, signage, and the like. The Common Areas, either owned by the Association or over which the Association holds a servitude are those tracts or parcels of land shown on the Subdivision Plats, less and except the individual Lots, Dwellings, High Density Residential Areas, Country Club and other Non-Residential Property, undeveloped tracts, and 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) **"Country Club Property"** shall mean and refer to the golf course and related club facilities developed by the Developer within the Community, including one or more eighteen hole golf courses, golf practice ranges, tennis and golf pro shops, putting greens, golf carts paths, tennis courts, swimming pools, clubhouses, locker room facilities, food and beverage facilities, other related facilities, and surrounding grounds. The Bluffs Limited Partnership owns the Country Club Property, and the 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 Country Club Property except as expressly and specifically provided herein.
- (k) **"Developer"** shall mean and refer to The Bluffs Limited Partnership, a Louisiana Partnership in Commendam, and/or its Managing Partner, Harold Leone, Jr., which have executed this Declaration.
- (l) **"Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for The Community at The Bluffs and any amendments thereof filed in the Records of the Clerk of Court of West Feliciana Parish, Louisiana.
- (m) **"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 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.
- (n) **"Development"** with an initial capital letter, shall mean and refer to The Community at The Bluffs and all improvements located or constructed thereon.
- (o) **"Dwelling"** with an initial capital letter, shall mean and refer to a Residential Lot together with improvements located or constructed thereon.
- (p) **"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.
- (q) **"Golf Course Servitudes"** - see Natural Servitudes and Golf Course Servitudes
- (r) **"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.
- (s) **"High Density Residential Association"** shall mean and refer to a corporation or unincorporated association whose Shareholders or Members are comprised entirely of Owners of Dwellings within a High Density Residential Area.

- (t) "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 within The Community 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.
- (u) "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.
- (v) "Lease" shall mean and refer to any lease, sublease, or rental contract, whether oral or written.
- (w) "Living Area" shall mean and refer to heated and cooled enclosed and covered areas within a Dwelling, exclusive of garages, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basement
- (x) "Lot" or "Residential Lot" shall mean and refer to unimproved, residential property upon which it is intended that a Dwelling be constructed, as such Lots are shown on the official Subdivision Plats duly approved and recorded with the Clerk of Court, West Feliciana Parish. 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.
- (y) "Mortgagee" with an initial capital letter, shall mean and refer to the holder of a Mortgage.
- (z) "Natural Servitudes and Golf Course Servitudes" shall mean those portions of a Residential Lot or Dwelling which serve as a buffer between the constructed improvements upon that Lot and a particular amenity within the development, such as golf course, lake, or Common Area. A Golf Course Servitude or 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 Golf Course Servitude or Natural Servitude in the normal course of enjoying use of the adjacent amenity. The Club has the right to designate, with the placement of out-of-bounds or other boundary stakes, all or a part of any Golf Course Servitudes along the Country Club Property as "in play", and persons authorized to be on the golf course, whether it be for normal play of the golf course, for viewing a tournament, or for any other reasons deemed appropriate by The Club, shall be allowed to enter upon such Golf Course Servitudes on residential lots. Cart paths, walking paths, and other improvements constructed for the enjoyment of the adjacent amenity, whether it be the golf course, lake, creek, or Common Area, may be placed within a Golf Course or Natural Servitude by The Club or by the Developer. The Club and the Developer shall have the right, but not the obligation to landscape and maintain areas within a Golf Course Servitude or Natural Servitude on a residential lot.

- (aa) **"Non-Residential Property"** shall mean any property within The Community not developed into residential lots and not designated as a "High-Density Residential Area". Non-residential property includes the Country Club property, The Lodge at The Bluffs and any other property within The Community which the Developer, in its sole discretion and at any time, designates for any non-residential use.
- (ab) **"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 Community.
- (ac) **"Owner"** with an initial capital letter, shall mean and refer to one or more persons, including Developer, who owns title to any Residential Lot or Dwelling or High Density Residential Area.
- (ad) **"Patio Envelopes"** are designated by the Developer within certain Lots. Approved patios may be constructed with approved materials within a designated 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.
- (ae) **"Part-Time Resident"** shall mean and refer to any Owner or Occupant of a Dwelling within the Community whose primary residence is located outside of the Community, and who resides at his Dwelling in the Community less than six (6) months in any calendar year.
- (af) **"Person"** shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- (ag) **"Subject Property"** shall mean all lands included within and comprising The Community at The Bluffs, as hereinabove described in this Declaration, as designated by The Developer, and/or as described on the official Subdivision Plats.

ARTICLE X

CONTRACTOR GUIDELINES

10.01 Responsibility for Abiding by Covenants and Restrictions

Although any Contractors hired by Residential Lot Owners are expected to abide by the Covenants and Restrictions of The Community at The Bluffs, the Owner of the Residential Lot is primarily responsible for compliance with the provisions of this Declaration. A Contractor is an agent of the Lot Owner, and the Lot Owner must make sure that any Contractor(s) and Sub-contractor(s) working on his/her behalf, are familiar with, and abide by the Covenants and Restrictions. In the event of any non-compliance prior, during, or after construction, the Lot Owner shall be directly responsible to the Association and shall expeditiously perform any and all curative actions deemed necessary by the Association, through its Design Review Board. The Lot Owner is solely responsible for communicating to any and all Contractor(s) and any other agents working on his/her behalf, whether or not said Contractor or agent has been approved by the Design Review Board, any and all pertinent information within this Declaration and within any communications (whether in writing or not) between the Lot Owner and the Developer or Design Review Board.

Further, it is the Lot Owner's sole responsibility to immediately notify the Developer or the Design Review Board, if he/she wishes to modify any approved plans or wishes to request any waiver from any provision herein. The Bluffs Property Owners Association, the Design Review Board, the Developer and the Developer's agents and employees assume no responsibility, in any manner whatever, for the actions of any Lot Owners's Contractors(s), Sub-Contractors, and/or other agents.

10.02 Approved Homebuilder Status

The construction of a home on a Residential Lot must be directed by a General Contractor who is responsible to the Lot Owner for all aspects of that home's construction. Prior to commencement of home construction on a Residential Lot, the General Contractor shall obtain "Approved Homebuilder" status from the Design Review Board.

An application for "Approved Homebuilder" status must include the following:

1. Evidence of license to engage in the business of residential construction in the State of Louisiana.
2. Brief description of recent homebuilding history, including references from at least three (3) clients, for homes completed within the previous two (2) years.
3. Bank reference, including bank officer, name, address and phone number.
4. Current financial statement.
5. Current Certificates of Insurance.

To apply for "Approved Homebuilder" status, application may be mailed to:

Design Review Board
Bluffs Property Owners Association
P. O. Box 1220
St. Francisville, LA 70775

or, may be delivered in person, during business hours, to:

The Bluffs Sales Center
Freeland Road at Highway 965
The Bluffs

10.03 Approved "Other Contractor" Status

In the event, one or more "Other Contractors" are hired directly by the Owner of a Residential Lot, (such as a Clearing Contractor, Landscape Contractor, Swimming Pool Contractor or the like), such "Other Contractor(s)" shall obtain "Approved Contractor" status in the same manner as described in Section 10.02 hereinabove, prior to performing any work.

10.04 Approval of Plans and Specifications

No General Contractor or "Other Contractor", whether approved by the Design Review Board or not, shall perform any work unless and until Lot Owner has provided evidence to Contractor that plans for said work have been approved by the Design Review Board.

10.05 Revisions to Approved Plans

No changes to, or revisions of, any approved plans shall be implemented by any Contractor, unless and until Lot Owner has provided evidence to Contractor that said revisions have been approved by the Design Review Board.

10.06 Signage

The only signs permitted on a Residential Lot, during construction, are; one discreet, professionally prepared sign of not more than five square feet, placed on the street side of the lot, identifying the Architect and General Contractor responsible, respectively, for the design and construction of the Residence, as well as one similarly-prepared sign identifying the Plumbing Contractor, as required by Louisiana Law. No other signs of any kind (including those of other Contractors and Sub-Contractors) are permitted.

10.07 Hours of Construction Activity

Construction activity on a Residential Lot is permitted only between the hours of 7:00 am and 7:00 pm, Monday through Saturday, except with special permission from the Developer.

10.08 Home Construction Period

Upon commencement of home construction, such construction shall proceed diligently, continuously and without interruption to completion, within a reasonable time, which, in any event, shall not be more than nine (9) months after the date of commencement.

10.09 Access to Residential Construction Site

Access to the construction area on a Residential Lot shall be only from the Community street fronting that lot. No Lot Owner, Contractor or other agent shall enter upon another Residential Lot, the Golf Course or other property to gain access to the construction area. Contractors are never allowed to use cart paths to access a construction site or for any other purpose, except with prior written consent of Developer.

10.10 Residential Construction on Lots Fronting the Golf Course

The Golf Course side of a residential construction project shall be kept neat, clean, and free of debris at all times. All designated areas for trash, debris, building materials, etc. shall be located on the street side. No vehicles shall be parked on the golf course side of the project.

It is understood by all Lot Owners and their Contractors that a Golf Course Servitude on a Residential Lot is a natural buffer between the residence and the Golf Course, that no construction activity shall take place in said Golf Course Servitude, and that every effort shall be made by Lot Owners and their Contractors to protect the native trees and other vegetation within said buffer. Any drainage work, fill, landscaping, or other work within a Golf Course Servitude shall be performed only with special permission from Developer after an on-site meeting of Lot Owner, Developer and any Contractor(s).

10.11 Removal of Trash and Debris

The construction site and adjacent areas of The Community shall be kept reasonably neat, clean and free of debris. No dumping is allowed within The Bluffs. Regular, periodic removal of construction debris to a suitable off-site location (outside The Bluffs) is required.

10.12 Cleanliness of Streets and Surrounding Property

A Contractor shall keep dirt, mud, trash, building materials, etc. off streets, neighboring lots, and other areas in the vicinity of the construction project. During rainy conditions, special efforts should be made to avoid tracking mud onto streets and/or damaging streetside drainage swales. In the event that mud is tracked onto a neighborhood street, or a drainage swale is damaged, the Contractor is responsible for immediate clean-up and/or repairs.

10.13 Conduct of Workers

The General Contractor is responsible for the conduct of all workers.

Workers should not display excessive loudness or offensive language. The noise from a jobsite should be kept reasonably under control. Radios, boom boxes, etc. shall not be allowed to disturb Residents of The Community or Members and Guests on the Golf Course.

Worker's vehicles should be parked along the same side of the street, so as not to impede traffic in from of the jobsite. Workers should abide by all road signs and speed limits within the Community. Vehicles must not damage drainage swales or shoulders of roads during wet conditions.

Workers should not be present on the jobsite after hours and should not enter upon any other jobsite unless the General Contractor for that job is present.

The General Contractor is responsible for making sure that all workers conduct themselves with respect for Residents, Members, and Guests, as well as for the peace and quiet and appearance of The Community at The Bluffs.

10.14 Clearing, Drainage and Site Preparation

Prior to any of this work, an on-site meeting must be held during business hours, with the Lot Owner, the Contractor(s) and the Developer or his agent present, to review the approved Clearing and Drainage plans. (See also Sections 5.19, 6.05, 10.16, and 10.26)

After completion of clearing and site preparation, (and before home construction activity begins), the site should drain adequately to allow for the ingress and egress of jobsite vehicles without unduly tracking mud on street or creating damage to drainage swales or adjacent property.

The Lot Owner (and Contractor) shall be responsible for containing all dirt, sand, silt, clay and the like on the jobsite. Runoff from a jobsite shall not be allowed to deposit dirt, sand, silt, clay, etc. onto the Golf Course, lakes, streams, or other adjacent property. In the event of such, Contractor shall be responsible for expeditiously removing said material and restoring property to original condition.

10.15 Stump and Tree Removal

Arrangements for removal, to an appropriate off-site location, of any stumps, debris, trees, etc. must be made by Contractor. No dumping is allowed, or provided for, within The Bluffs.

10.16 Culvert Installation at the Street

The Lot Owner is responsible for the installation of the drainage culvert along the street across the entire street frontage of a Residential Lot. Type, depth, grade, size and finish of the culvert, as well as the grade and locations of catch-basins, must be approved by the Design Review Board prior to installation. Catch basins installed near streetside must be set at least six inches below street elevation, to drain run-off from the street surface as well as from the front yard. The General Contractor should notify the Front Office (634-5222), at least 3 days in advance, to arrange an inspection of streetside culvert installation.

10.17 Portable Toilet Required

The General Contractor should provide portable restroom facilities for jobsite workers, prior to start of home construction. Phone Sales Center (634-5222) to determine an appropriate location of such, prior to delivery.

10.18 Building Permit

A permit to build a home in West Feliciana Parish can be obtained by the General Contractor from the Police Jury Office in St. Francisville. (635-3864)

10.19 Temporary Electrical Service

Prior to requesting temporary electrical service, a Health Certificate must be obtained from the Parish Health Unit in St. Francisville (635-3644). Temporary electrical service can be arranged by contacting Entergy in St. Francisville (635-3226). The Building Permit is also required to obtain this service.

10.20 Location of Residence, Drives, Walkways, and Patios on Lot

Prior to pouring the house slab or any walkways, patios, etc., the General Contractor can phone the Sales Center (634-5222), and Bluffs personnel will review the locations of said improvements on the lot, with regard to any encroachments onto adjacent property, into utility servitudes, into Golf Course or Natural Servitudes, or beyond building set-back lines. Such cursory check by Bluffs personnel is only to help Contractor identify an obvious problem prior to pouring concrete, shall not be considered to be an engineering survey or inspection, and shall not diminish any responsibilities of the Lot Owner or Contractor to locate all improvements in accordance with the provisions herein.

10.21 Finished Floor Elevation

The elevation of the residence shall be established to allow for proper drainage of the lot to approved drainage receptacles in accordance with the approved drainage plan. After completion of the residence and final grade of the lot, 8 to 12 inches of slab should be exposed above-grade, to allow for the construction of raised landscape beds adjacent to the residence. (See also Section 10.26)

10.22 Water Meter Installation

Phone Sales Center (634-5222) to determine exact location that water meter will be installed on your lot or to arrange (at least 3 weeks in advance) for water meter installation. A \$300 fee payable to The Bluffs is required, which fee includes a \$50 deposit with the West Feliciana Parish Water Works in St. Francisville.

10.23 Sewer Tie-Ins

To determine the exact location of the sewer tie-in for your lot, phone the Sales Center (634-5222). Actual tie-in by Plumbing Contractor must be observed by Bluffs personnel. The General Contractor is responsible for scheduling such inspection of sewer tie-in, by phoning Sales Center at least 3 days in advance of actual work.

10.24 Conduit Under Driveways

The General Contractor shall provide at least 2 (two), 1" (one-inch) PVC pipes under the driveway, in the Utility Servitude near the street, for utilities such as Cable TV and Telephone.

10.25 Driveways, Walkways and Patios

All driveways, walkways and patios must be constructed in accordance with approved plans. Surfaces must be concrete with exposed-aggregate finish or other approved materials. The elevation of driveways, walkways, patios, etc. shall be set in accordance with the drainage plan to allow for proper surface run-off, or subsurface drainage shall be installed under said items.

10.26 Finished Drainage Inspection Prior to Landscaping and Sodding

To help assure that drainage works properly and in accordance with the overall drainage plan for The Community, and to make sure that grass and landscaping installations will drain properly, an on-site meeting of the Lot Owner, the General Contractor, and the Developer (or its agent) should be held after final grading and prior to building any raised beds or installing any sod or landscaping. After final lot grading is substantially complete, please notify the Sales Center (634-5222), at least 3 days in advance, to arrange this meeting.

Final lot grading should produce sloped areas surrounding the residence, with sufficient fall to drain storm runoff away from the residence and into appropriate drainage receptacles. A minimum of 8" and a maximum of 12" of slab on the residence should be exposed above-grade after final grading of lot, to allow for the addition of topsoil and the installation of raised landscape beds adjacent to the residence. The final grade of the lot adjacent to the street (and adjacent to any drives, walkways, patios and the like) should allow for proper drainage of runoff to drainage receptacles after all planned, adjacent sodding or landscaping has been installed.

10.27 Mailboxes

All mailboxes are subject to the approval of the Design Review Board. The standard rural mail box installation on a single post shall not be permitted, even temporarily. The recommended and approved mailbox is the metal "Victorian" letterbox, painted forest green (very dark green), as available at Petit Jean Antiques (3280 Drusilla Lane, Baton Rouge, phone 924-3801), Accent Ornaments (Watson, LA, phone 667-0338), Custom Crafters (15565 George O'Neal Rd., Baton Rouge, phone 924-4120), K & C National Sales (14506 South Harrell's Ferry Rd., Baton Rouge, phone 756-8277), and other places. Brick enclosed standard mailboxes may also be acceptable. A Mailbox shall not be installed directly across the street from another mailbox.

10.28 Landscaping

General Guidelines

Each residence shall be landscaped in accordance with a landscape plan which has been submitted to and approved by the Design Review Board. The landscape plan shall be submitted to the Design Review Board no later than 45 days prior to completion of the Dwelling and shall describe in detail the initial plant materials and trees to be installed as well as the preservation of existing trees, plants and vegetation. Approved landscaping should be installed prior to or immediately after completion of the residence and in no instance later than 90 days after completion. The Design Review Board shall have the right to specify and require, within the confines of a landscaping budget (not including grass) equivalent to three (3%) percent of the construction cost of the dwelling, that certain types and colors of flowering ornamentals and other plants and trees be utilized. Landscaping should prominently utilize traditional Louisiana plant materials, and the overall landscape plan should reflect the gardens of the Plantations of the antebellum era. Recommended plants include, but are not limited to, Azalea, Crepe Myrtle, Camellia, Gardenia, Dogwood, Spirea, Redbud, as well as ground covers such as Monkey Grass, Liriope, Jasmines, etc. The planting of shade trees may be required on certain Lots, between the Residence and the Street and/or Golf Course or Natural Amenity.

Size of Plant Materials to be Installed

The predominant plant materials installed in landscape beds on the streetside (and on the golf course side) of a residence should be of a sufficient initial size (3-gallon containers or larger) to produce the appearance of a reasonably established landscaped area, once installed. Smaller plant materials can be included to provide accent and/or seasonal color. (See also "Screening Unsightly Items" below.)

Shade Trees

The most impressive Southern neighborhoods are characterized by shaded lawns and tree-lined streets. The planting of young shade trees between the residence and the street (and between the residence and the golf course) is strongly encouraged and may be required on certain lots. Recommended shade trees include; Live Oak, Shumard Oak, Water Oak, Cherrybark Oak, Bald Cypress, Red Maple, Slash Pine, Tulip Poplar, Beech, and other species native to the area.

Ornamental Trees

The planting of ornamental trees on the streetside and the Golf Course side of a residence is encouraged and may be required on certain Lots. Recommended ornamental trees include; White Dogwood, Pink Dogwood, Redbud, Purple Plum, Crepe Myrtle, Bradford Pear, Flowering Cherry, and others native to the area.

Grasses on Residential Lawns

The predominant grass used on sunny lawns in South Louisiana is Centipede, widely available from local sod-growers. However, Centipede does not perform well in shade. For shaded lawns, grasses that are more shade-tolerant (such as St. Augustine and Zoysia) are recommended. These grasses also perform well in sunny locations and are generally available from local sod-growers. However, supplies of St. Augustine and Zoysia can become limited, so advance orders are encouraged.

When selecting the grass to be sodded on your lawn, it is important to remember that sunny areas will become more shaded as young trees mature. You may want to select a more shade-tolerant grass initially, so your established grass will not deteriorate in the future as your lawn becomes more shaded.

Screening Unsightly Items From View

Exterior Air-Conditioning equipment, propane tanks, utility pedestals, parking bays, etc. should be screened from view, with landscaping or other approved visual screen. Any landscape material installed to screen such items should be of sufficient initial size (and planted sufficiently densely) to reasonably obscure the item from view from the Street, from the Golf Course, and from other Residences.

"Theme Plants" Within The Community at The Bluffs

Keep in mind that the objective of our Community landscape plan is to reflect the historic gardens of Louisiana's Plantation Country. As you consider expanding or accenting your landscaping, remember that azalea, spirea, dogwood, and redbud will always be regarded as "theme plants" at The Bluffs. These Spring-blooming plants will continually be incorporated into additional landscaped areas throughout the Community, in common areas, on the Golf Course and elsewhere. The Spring show of color at The Bluffs will steadily become more spectacular as new residences contribute more and more of these traditional Louisiana plants to our Community landscape.

ARTICLE XI

A CONDENSATION OF IMPORTANT RESIDENTIAL GUIDELINES

Family Vehicles

Family vehicles (and golf carts) should be parked inside garages, whenever possible.

Overhead Garage Doors

Garage doors should be kept closed, at all times possible. (No neighbor wants to view the inside of a garage). Overhead garage doors should not have any windows.

Windows in Garages

Any windows in garages should be covered with mini-blinds or other interior window treatment, to obscure view of interior of garage from Street, Golf Course, and other Residences.

Exterior Grounds and Landscaping

The lawns and landscaping of all residences should be kept reasonably maintained and free of clutter at all times.

Porches and Patios in View

Porches, patios, decks, gazebos and the like, which are in view of the Golf Course, the Street, or neighboring residences, shall be maintained in an attractive condition. Patio furniture and other appropriate items kept thereon shall not be allowed to deteriorate, and shall be arranged and maintained in an orderly, uncluttered, and presentable fashion. Unsightly items shall not be stored in view on porches, patios and the like.

Unsightly Items

Unsightly movable items should be stored in out-of-view locations, not visible from the Street, from other Residences, or from the Golf Course. ("Unsightly movable items" include trash cans, building materials, barbeque grills, ice chests, toys, bicycles, etc.)

Unsightly fixed items should be out-of-view or screened so as not to be visible from the Street, from other Residences, or from the Golf Course. ("Unsightly fixed items" include playground equipment, clotheslines, propane tanks, air-conditioning compressors, etc.)

Trash Cans

Trash cans should be placed at the Street for pick-up after dusk on Tuesday evening, and empty cans should be returned inside garage (or to another out-of-view location) early Wednesday morning, whenever possible.

Satellite Dishes and TV Antennae

The locations of satellite dishes and TV antennae on Residential Property must be approved in advance of installation. The currently approved satellite dish is the small, 18" DSS dish, which is less noticeable than other dishes. Larger dishes are no longer allowed, and existing ones will be phased out over time.

Boats, RV's, Trailers

Boats, RV's, trailers, etc. should not be stored in view on Residential Property or on the Street.

Household Pets

Pets must be confined to the Resident's property, except when on a leash or closely supervised. Pets are not allowed on the Golf Course or other Club property. On lots fronting the Golf Course and/or a Natural Amenity, pets must be confined to that portion of the lot outside the Golf Course Servitude and/or Natural Servitude.

Additions and Renovations

Any proposed modification to the exterior of a Residence (including re-painting, unless existing color is used) or to it's landscaping, and any proposed construction of a patio, deck, gazebo, pool, etc. must be submitted for approval in advance.

Landscaping in Common Areas

Any landscaping by a Resident within a Common Area must be submitted for approval in advance.

Vegetable Gardens

Vegetable gardens are not approved landscaping, and should be located out-of-view of the Street, the Golf Course, and other Residences.

Peace and Quiet

Peace and quiet at The Bluffs are precious commodities. Activities which create unnecessary disturbance (to other Residents or to Members and Guests on the Golf Course) should be avoided.

Golf Course Servitudes

All Residential Lots fronting the Golf Course contain a "Golf Course Servitude" along the course. The Club has the right to designate, with out-of-bounds stakes or other markers, all or part of this Golf Course Servitude as "in-play" on the Golf Course. This servitude provides a very important natural buffer between Residences and the Golf Course. As The Community becomes more developed, these wooded buffers will protect the natural integrity of the Golf Course and prevent homes along the course from becoming predominant. Tree cutting within a Golf Course Servitude is not allowed, and plans for landscaping (other than grass) within a Golf Course Servitude must be submitted for approval in advance.

Natural Servitudes

All Residential Lots fronting a lake, creek, or other natural feature contain a Natural Servitude along the Natural Amenity. Tree-cutting within a Natural Servitude is not allowed, and plans for landscaping (other than grass) must be submitted for approval in advance. Natural Servitudes provide buffers between Residences and Natural Amenities for the normal use and enjoyment of the adjacent Natural Amenity (fishing, hiking, bird-watching, etc.)

Private Golf Carts

Except when registered to play golf, private golf carts should not enter upon the Golf Course or its cart paths. Children without legal driver's licenses shall not operate private carts within The Community. Private Carts without operable headlights shall not be operated after dark. No more than 2 people, properly seated, should occupy a Private Cart.

Walking, Jogging, Bicycling, Etc.

Walking, jogging, bicycling, roller-blading, etc. shall not be allowed on the Golf Course or cart paths at any time. Please restrict these activities to quiet, Community Street.

Children

Children at play should not enter upon the Golf Course and Country Club property, including the cart paths. Children should respect the value of peace and quiet within The Community and should refrain from excessive and unnecessary noise. Children should never enter upon a construction site. Children should not venture into undeveloped areas of The Community without adult supervision.

Community Park

The Community Park (across from the Clubhouse) includes a Toddler Play Area (adult supervision required) as well as a Basketball Court, two Tetherball Courts, Swings, and a Volleyball Court. Additional Park facilities will be added as demand dictates. The Croquet Lawn is located atop the bluff near the future Clubhouse site. Basketball, Volleyball, and Croquet equipment can be checked out by Residents, at no cost, from The Lodge Office (634-3410).

Wildlife Sanctuary

The Bluffs is a registered Audubon Cooperative Wildlife Sanctuary. Hunting is not allowed anywhere within the Community or on any undeveloped property owned by The Bluffs. Bluffs employees may occasionally be authorized to control beavers, armadillos, and other pests that can cause damages within the Community. (When a Bluffs employee is engaged in such activity at night, The Lodge will be aware of it.)

Overnight Security

Dust-to-dawn security patrol is provided within The Community at The Bluffs. If a Resident needs to contact the Security Guard for any reason, phone his beeper (338-2097) and he will return the call, or phone The Lodge (634-3410), and the night person on duty will contact the Security Guard for you.

Reporting Problems

Please report any Property-Owner problems immediately to the Front Office (634-5222) during business hours or to The Lodge (634-3410) after hours and on weekends.

ARTICLE XII

A CONDENSATION OF IMPORTANT CLUB-RELATED GUIDELINES

The Country Club Property is separate and distinct from Residential areas of The Community. Protecting the sanctity of the Golf Course, as The Community grows, requires that all Residents respect the Golf Course as a sanctuary within the Community, specifically reserved for the game of golf. All Bluffs Residents should be aware of the following Club-related guidelines.

Registering Prior to Playing Golf

No one may enter the Golf Course at any time, without prior registration with the Golf Shop. (In late afternoon, Resident Members can phone the Golf Shop to register before playing a few holes at dusk.)

Use of Cart Paths

The cart paths are part of the Golf Course and are exclusively reserved for use by properly-registered golfers on the course. Walking, jogging, bicycling, roller-blading, etc. are not allowed on the Golf Course or on any other Club Property. Such activities should be restricted to quiet, Community streets.

Cart paths should not be used by Residents, (whether walking or driving private golf carts), as "short cuts" through the Community. Please do not access homes via cart paths on the Golf Course, and please do not park a golf cart "in play" on the Golf Course side of a Residence.

Golf Course Closed at Dark

No one, except an authorized Bluffs employee, is allowed on the Golf Course after dark. To reduce the possibility of vandalism, the Security Guard will immediately notify the Sheriff's Office whenever someone other than a Bluffs employee is seen on the Golf Course after dark.

Bluff, Revetment, and Thompson Creek Along Club Property Are Off Limits

No one, except authorized Bluffs employees, may enter upon the bluff, the rock revetment, or Thompson Creek along the Golf Course and Club property.

Children at The Club

Children under age 15 must be accompanied by an adult at The Club (Pool, Clubhouse, Tennis Courts, Golf Practice Facilities, and Golf Shop.) Children who have earned "Junior Golfer" status (or who receive special permission from the Golf Shop) are not required to have adult supervision on the Golf Course or at the Golf Practice Facilities. Children who receive special permission are not required to have adult supervision at the Tennis Courts.

Swimwear

When using the Pool, please remember that swimwear is not appropriate attire inside the Clubhouse or Golf Shop. Swimwear should be restricted to the Pool, Turnhouse, and Clubhouse Locker Rooms only.

Parking Bicycles

Bicycles at the Clubhouse, Pool or Community Park should be parked in the bicycle racks provided. Bicycles should never be parked on cart paths or walkways in the vicinity of the Clubhouse, Pool, or Golf Shop.

Parking Automobiles and Private Golf Carts

When visiting the Clubhouse or Pool, automobiles should be parked in the Clubhouse parking lot, and private golf carts should be parked inside the designated Cart Parking Area adjacent to #10 tee. Please do not park an automobile in the Clubhouse Drop-off or on the Street, and please do not park a golf cart on or along a cart path or walkway in the vicinity of the Clubhouse, Pool or Golf Shop.

Fishing

Although many lakes within the Community have been stocked with fish, consumption of fish is not recommended, due to the regular use of fertilizers and chemicals for Golf Course and lawn maintenance. Fishing is not allowed on the Golf Course, except with special permission from the Golf Shop.

Nature Trails

No one is allowed to access Thompson Creek from or along the Golf Course or other Club property. However, Thompson Creek and the Beach can be accessed using the Nature Trails. Children using the Nature Trails should always be accompanied by an adult.

Tennis Courts

Tennis Court reservations are made through The Lodge (634-3410). The Tennis Courts are kept locked. Reserved Tennis players can pick up the key at The Lodge office prior to play.

Only tennis shoes with light-colored soles are allowed on the Tennis Courts.

Squeegies are provided at the Tennis Courts, for removing water puddles after a rain. Always replace squeegies on fence above ground (rubber roller should not be left touching the ground).

Members are welcome to reserve Tennis Courts after dark, but should stop play at 10:00 PM, turn off the lights, lock the gates, and return the key to The Lodge.

ARTICLE XIII

PRIVATE GOLF CART GUIDELINES

1. A privately-owned golf cart operated within The Community must satisfy the type, make, model, color, and other requirements of The Club and must be approved by The Club. A private golf cart shall not be equipped with a radio, television, horn, buzzer, or other sound equipment of any type and shall not be decorated in any manner not approved by The Club.
2. The Owner of a private golf cart operated within The Community must store the cart in an approved, enclosed golf cart garage on residential property, must maintain the cart in safe and presentable condition, and must provide liability insurance covering the use of that cart.
3. The Owner of a private golf cart must accept full responsibility for the operation of that private golf cart.
4. An annual Trail Fee shall be paid to the The Club by each Resident who owns and operates a private golf cart. The payment of this annual Trail Fee entitles the Owner (and any family members covered under his/her Club Membership) to use of the private golf cart at The Club. Any Guest(s) using a private golf cart will be subject to normal cart fees at The Club.
5. The Golf Course and its cart paths are exclusively reserved for use by properly-registered golfers at The Club. A privately-owned golf cart shall not be taken onto the Golf Course or its cart paths, except for the normal play of a round of golf, after all players have registered with the Golf Shop.
6. The owners of a privately-owned golf cart operated at The Club shall abide by all Rules and Regulations of The Club at The Bluffs.
7. A privately-owned golf cart operated at The Club or within The Community must be operated by a person who is a legally licensed driver.
8. The operator of any privately-owned golf cart shall always pay complete attention to the safe operation of that cart, while on any street within The Community as well as at The Club. The driver shall obey all traffic signs and shall responsibly operate the golf cart at all times, in accordance with Community Cart Guidelines, Club Rules and the laws of the State of Louisiana.
9. Within The Community, a privately-owned golf cart shall not be operated with more than three passengers, and all passengers shall be properly seated in the golf cart at all times. On the Golf Course, a privately-owned golf cart shall have no more than two passengers, properly seated, and two sets of golf clubs.
10. When possible, the operator of a private cart shall avoid streets where traffic is heavier and/or where home construction is underway. Golf carts are not as visible as automobiles, and should use quieter, less-congested streets.
11. The Golf Course is closed at dark. A privately-owned golf cart shall never enter upon the Golf Course after dark.
12. A privately-owned golf cart shall not be operated on streets within The Community after dark, unless the cart is equipped with functional headlights and taillights.

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE PRIVATE COMMUNITY AT
THE BLUFFS ON THOMPSON CREEK

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 19th day of July, 1988, before me, a Notary Public for the Parish of East Baton Rouge; State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE BLUFFS LIMITED PARTNERSHIP, a Louisiana Partnership in Commendam, herein represented by its General Partners, Harold Leone, Jr. and The Bluffs Development Corporation through its President, Harold Leone, Jr., (hereinafter referred to as "Apparer");

who after being first duly sworn did depose and state as follows:

I.

On June 17, 1988, Apparer executed the Declaration of Covenants, Conditions and Restrictions for the Private Community at The Bluffs on Thompson Creek, (the "Restrictions"), which was recorded at Entry 38203 of the official records of the Parish of West Feliciana, State of Louisiana.

II.

Pursuant to Article 1.02, Property Affected of the Restrictions, the property affected by the Restrictions was to be described according to the plat attached to the Restrictions. In truth and in fact, there was no plat attached to the Restrictions.

III.

Apparer declares that the Restrictions are hereby amended and corrected to describe the property affected by the Restrictions as those lots or tracts of land shown on the final plat of Sunrise Village at The Bluffs on Thompsons Creek recorded at Entry 38204, official records of the Parish of West Feliciana, State of Louisiana, and on the

final plat of Laurel Hill Village at The Bluffs on Thompsons Creek recorded at Entry 38205, official records of the Parish of West Feliciana, State of Louisiana. Appearer hereby expressly ratifies and confirms the Restrictions as originally recorded except as amended and corrected in this act.

THUS, DONE AND SIGNED at my office in Baton Rouge, Louisiana, on the date first above written.

WITNESSES:

THE BLUFFS LIMITED PARTNERSHIP,
a Louisiana Partnership in Commendam

Laura Cockfield
LAURA COCKFIELD

BY: Harold Leone, Jr.
HAROLD LEONE, JR.

Sharon K. Pritchard
SHARON K. PRITCHARD

BY: Harold Leone, Jr.
THE BLUFFS DEVELOPMENT
CORPORATION through its President,
Harold Leone, Jr.

R. Keith Colvin
NOTARY PUBLIC
R. KEITH COLVIN
RUBIN, CURRY, COLVIN & JOSEPH
A PROFESSIONAL LAW CORPORATION
SUITE 1400, ONE AMERICAN PLACE
BATON ROUGE, LOUISIANA 70825
(504) 383-1400

RECORDED IN Comm BOOK 105
DATE 9-12-88 PAGE 200
RECORDED IN m7 BOOK 61A
DATE 7-25-88 PAGE 3
Julius R. King
DEPUTY CLERK AND RECORDER

38595
FILED FOR RECORD
July 21 1988 at 3:00
pm
Charles Kimbrell
Clerk and Recorder

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE PRIVATE COMMUNITY AT
THE BLUFFS ON THOMPSON CREEK**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, in and for the Parish of East Baton Rouge,
State of Louisiana, in the presence of the undersigned competent witnesses, personally came and
appeared:

**THE BLUFFS LIMITED PARTNERSHIP, a Louisiana
Partnership in Commendam, established by Articles of Partnership
in Commendam dated July 11, 1985, filed for recordation with the
Secretary of State on July 11, 1985, herein appearing through its
general partner, Bluffs Management Corporation, represented by
Harold Leone, Jr., Secretary (hereinafter referred to as "Appearer");**

who after being duly sworn declared:

I.

On July 17, 1988, Appearer executed the Declaration of Covenants, Conditions and
Restrictions for the Private Community at The Bluffs on Thompson Creek (the "Restrictions")
which was recorded at Entry No. 38203 of the official records of the Parish of West Feliciana,
State of Louisiana, and on July 19, 1988, Appearer executed the First Amendment to the
Restrictions, which was recorded at Entry 38595 of the official records of the Parish of West
Feliciana, State of Louisiana.

II.

Appearer declares that the Restrictions are hereby amended pursuant to Section 1.02 of the Restrictions to include in the property affected by the Restrictions, Lots 4 through 28, Oakley Village, Phase 1, The Bluffs on Thompsons Creek as shown on the Final Plat recorded at Entry 44731, official records of the Parish of West Feliciana, State of Louisiana.

In all other respects, the covenants, conditions, and restrictions of record, as referred to above, shall remain in full force and effect and unchanged.

THUS DONE AND SIGNED in my office at Baton Rouge, Louisiana, this 14th day of November, 1991, in the presence of the undersigned witnesses.

WITNESSES:

Pamela Bugnae
Dickie Dindler

THE BLUFFS LIMITED PARTNERSHIP
a Louisiana Partnership in Commendam

BY: Harold Leone, Jr.
Bluffs Management Corporation
by Harold Leone, Jr.

RECORDED IN (Cen) BOOK 114
DATE 12-2 1991 PAGE 496

Janette Bess
DEPUTY CLERK AND RECORDER

44888
FILED FOR RECORD
Nov 20 1991 at 2:58 PM
Janette Bess
Deputy Clerk and Recorder
West Feliciana Parish
State of Louisiana

R. Keith Colvin
NOTARY PUBLIC
R. KEITH COLVIN
RUBIN, CURRY, COLVIN & JOSEPH
NINTH FLOOR, ONE AMERICAN PLACE
BATON ROUGE, LOUISIANA 70825
(504) 383-9000

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE PRIVATE COMMUNITY AT
THE BLUFFS ON THOMPSON CREEK

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, in and for the Parish of East Baton Rouge,
State of Louisiana, in the presence of the undersigned competent witnesses, personally came and
appeared:

THE BLUFFS LIMITED PARTNERSHIP, a Louisiana
Partnership in Commendam, established by Articles of Partnership
in Commendam dated July 11, 1985, filed for recordation with the
Secretary of State on July 11, 1985, herein appearing through its
general partner, Bluffs Management Corporation, represented by
Harold Leone, Jr., Secretary (hereinafter referred to as "Appearer");

who after being duly sworn declared:

I.

On July 17, 1988, Appearer executed the Declaration of Covenants, Conditions and
Restrictions for the Private Community at The Bluffs on Thompsons Creek (the "Restrictions")
which was recorded at Entry No. 38203 of the official records of the Parish of West Feliciana
Parish, State of Louisiana. On July 19, 1988 Appearer executed the First Amendment to the
Declaration of Covenants, Conditions and Restrictions for the Private Community at the Bluffs on
Thompson Creek, which was recorded at Entry 38595, and on November 20, 1991 Appearer
executed the Second Amendment to the Restrictitons, which was recorded at Entry 44888, of the
official records of the Parish of West Feliciana, State of Louisiana.

47,878

370

II.

Appearer declares that the Restrictions are hereby amended pursuant to Section 1.02 of the Restrictions to include within the property affected by the Restrictions, Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 58, 59, 60, 61, 62, 63, and 64, Sunrise Village at the Bluffs on Thompsons Creek as shown on the Final Plat recorded at Entry 47735, official records of the Parish of West Feliciana, State of Louisiana.

In all other respects, the covenants, conditions, and restrictions of record, as referred to above, shall remain in full force and effect and unchanged.

THUS DONE AND SIGNED in my office at Baton Rouge, Louisiana, this 19th day of April, 1993, in the presence of the undersigned witnesses.

WITNESSES:

Patricia Bugiac
Jack Thuder

THE BLUFFS LIMITED PARTNERSHIP
a Louisiana Partnership in Commendam

BY: Harold Leone
Bluffs Management Corporation
by Harold Leone, Jr.

RECORDED IN CONV BOOK 118
DATE 5-28 1993 PAGE 376

Debra Lee
DEPUTY CLERK AND RECORDER

R. Keith Colvin
NOTARY PUBLIC

R. KEITH COLVIN

MCGLINCHEY STAFFORD LANG

NINTH FLOOR, ONE AMERICAN PLACE

BATON ROUGE, LOUISIANA 70825

(504) 383-9000

47878

FILED FOR RECORD

May 14 1993 1:40 PM

Mr. D. J. [Signature]

Deputy Clerk and Recorder
West Feliciana Parish
State of Louisiana

**FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR THE PRIVATE COMMUNITY AT
THE BLUFFS ON THOMPSON CREEK**

**STATE OF LOUISIANA
PARISH OF WEST FELICIANA**

BEFORE ME, undersigned Notary Public, personally came and appeared:

THE BLUFFS LIMITED PARTNERSHIP, a Louisiana Partnership in Commendam, established by Articles of Partnership in Commendam dated July 11, 1985, filed for recordation with the Secretary of State on July 11, 1985, and recorded in Mortgage Book 48 at page 312 of the official records of the Clerk of Court of West Feliciana Parish, as amended by First Amendment of Articles of Partnership in Commendam dated April 16, 1987, filed for recordation with the Secretary of State on April 16, 1987 and recorded in Mortgage Book 57A at page 339 of the official records of the Clerk of Court of West Feliciana Parish, as amended by Second Amendment of Articles of Partnership dated May 14, 1987, filed for recordation with the Secretary of State on May 14, 1987 and registered as Original Number 36,393 of the official records of the Clerk of Court of West Feliciana Parish, and as amended by Third Amendment of Articles of Partnership in Commendam dated June 1, 1988, herein appearing through its managing partner, **THE BLUFFS MANAGEMENT COMPANY, L.L.C.**, a limited liability company formed under the laws of the State of Louisiana, whose business address is P. O. Box 1220, St. Francisville, Louisiana 70775, established by those Articles of Organization recorded as Original Number 83246 in the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana, being the successor to The Bluffs Limited Partnership by virtue of the Plan and Agreement of Merger effective December 31, 2001, recorded with said Articles of Organization for Bluffs Management Company, L.L.C., herein appearing through its authorized representative, Melanie Beauchamp, pursuant to that resolution and authorization to act for The Bluffs Management Company, L.L.C., recorded as Original Number 84306 in the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana, the Tax Identification Number for said company being 38-3640998, hereinafter sometimes referred to as "APPEARER";

who after being duly sworn, did depose and state as follows:

I.

By declaration of covenants, conditions, and restrictions dated June 17, 1988, APPEARER established subdivision restrictions for the subdivision known as "The Bluffs on Thompson's Creek" (the "Restrictions"), which Restrictions were recorded as Original Number 38,203 in COB 104, Page 662 of the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana.

II.

By terms of the original Restrictions and plan of development, Article 1.02 "Property Affected" provides that the Restrictions apply to all tracts of land designated for residential use as shown on the official subdivision plats, in addition to all additional property made subject to the terms and conditions of the restrictions so designated in the discretion of the Developer. Also, the Restrictions define "subject property" as including

84673

829

**FOURTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE
PRIVATE COMMUNITY AT THE BLUFFS ON THOMPSON CREEK
PAGE 2 OF 3**

all lands comprised within the community at The Bluffs, or as designated by the Developer, and/or as described on official subdivision plats.

III.

Subsequent amendments to the Restrictions were filed to include changes and additions to Laurel Hill Village, Sunrise Village, and Oakley Village Phase I at The Bluffs, in accordance with the following recorded documents:

- A. First Amendment at Original Number 38595, COB 105, Page 200;
- B. Second Amendment at Original Number 44888, COB 114, Page 496;
- C. Third Amendment at Original Number 47878, COB 118, Page 370.

IV.

In order to clarify the effect of the Restrictions and coverage as to all land designated for residential use and otherwise shown on official plats of The Bluffs on Thompson's Creek, APPEARER does hereby reference the following described properties and survey maps which are intended to be included within the scope of the Restrictions, in addition to the original subdivisions of Laurel Hill Village and Sunrise Village at The Bluffs on Thompson's Creek:

- A. Oakley Village, Phase I, as shown on the map by Ferris and Associates Engineering, Inc., recorded October 18, 1991 at Entry No. 44731, amended and recorded as Original Number 46080 at COB 115, Page 976;
- B. Oakley Village, Phase II, per map by Ferris Engineering, filed of record on October 12, 1998 (also depicting Oakley Village, Phase I, Lots 1 through 56), recorded as Original Number 75845 in the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana;
- C. Oakley Village, Phase III, per survey map by Ferris Engineering, depicting Lots 57 – 71-A, recorded as Original Number 84641 on September 20, 2002, in the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana;
- D. Laurel Hill Village at The Bluffs, Phase IV, in accordance with that map by Ferris Engineering dated December 1, 1994 and recorded as Original Number 51335 in the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana, depicting Lots 69 to 107 of Laurel Hill Village;

- E. Sunrise Village – Phase II, The Bluffs on Thompson's Creek Subdivision, as per map by Ferris Engineering original dated January 9, 1991 and recorded as Original Number 46079 in COB 115, Page 968, depicting those developed lots shown thereon, in addition to all area of Sunrise Village – Phase II depicted on said survey along the north and south sides of Beechgrove Lane.

V.

APPEARER declares that the original Restrictions are hereby clarified and amended, and otherwise corrected to describe the property affected by the Restrictions as to those lots or tracts of land shown on the above referenced surveys which constitute official subdivision plats previously filed of record. APPEARER hereby expressly

FOURTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE
PRIVATE COMMUNITY AT THE BLUFFS ON THOMPSON CREEK
PAGE 3 OF 3


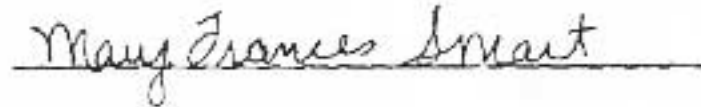
ratifies and confirms the Restrictions as originally recorded, as amended and corrected by this Act.

VI.

Pursuant to the terms of the Restrictions, said Restrictions apply to all residential lots shown on official subdivision plats of The Bluffs on Thompson's Creek Subdivision which is zoned as a Planned Unit Development under the West Feliciana Parish Planning and Zoning Ordinance, including but not limited to the above referenced surveys.

THUS DONE AND SIGNED at St. Francisville, Louisiana on the 25th day of September, 2002.

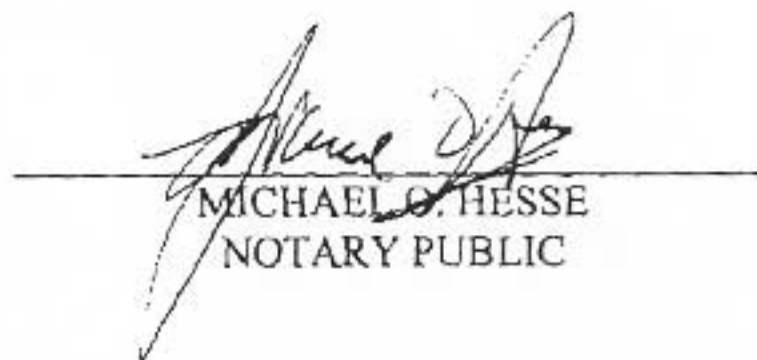
WITNESSES:

APPEARER:

THE BLUFFS LIMITED PARTNERSHIP,
a Louisiana Partnership in Commendam
by THE BLUFFS MANAGEMENT
COMPANY, L.L.C., Managing Partner,
through its authorized agent,
MELANIE BEAUCHAMP


by: Melanie Beauchamp


MICHAEL G. HESSE
NOTARY PUBLIC

**FIFTH AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE PRIVATE COMMUNITY AT
THE BLUFFS ON THOMPSON CREEK**

**STATE OF LOUISIANA
PARISH OF WEST FELICIANA**

Before the undersigned Notary Public for the Parish of West Feliciana, State of Louisiana, and in the presence of the respective undersigned competent witnesses, personally came and appeared:

BLUFFS CONSULTING, LLC, a limited liability company formed under the laws of the State of Louisiana, whose business address is 106 Business Park Avenue, Denham Springs, Louisiana 70726, appearing herein through Richard E. Brown, its authorized representative, pursuant to the prior resolution and authorization to act for Bluffs Consulting, LLC, the Tax Identification Number for said company being XX-XXX4319 hereinafter sometimes referred to as "APPEARER";

who after being duly sworn, did depose and state as follows:

I.

By declaration of covenants, conditions, and restrictions dated June 17, 1988, APPEARER's predecessor in title, the Bluffs Limited Partnership, established subdivision restrictions for the subdivision known as "The Bluffs on Thompson's Creek" (the "Restrictions"), which Restrictions were recorded as Original No. 38,203 in COB 104, Page 662 of the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana.

II.

By terms of the original Restrictions and the plan of development, Article 1.02 "Property Affected" provides that the Restrictions apply to all tracts of land designated for residential use as shown on the official subdivision plats, in addition to all additional property made subject to the terms and conditions of the restrictions so designated in the discretion of the Developer. Also, the Restrictions define "subject property" as including all lands comprised within the community at The Bluffs, or as designed by the Developer, and/or as described on official subdivision plats.

III.

Subsequent amendments to the Restrictions were filed to more specifically include changes and additions to Laurel Hill Village, and Oakley Village Phase I at The Bluffs, in accordance with the following recorded documents:

- A. First Amendment at Original No. 38595, COB 105, Page 200;
- B. Second Amendment at Original No. 44888, COB 114, Page 496;
- C. Third Amendment at Original No. 47878, COB 118, Page 370;

D. Fourth Amendment at Original No. 84673 COB 146, Page 829.

IV.

The fourth amendment to the referenced restrictions clarified and affirmed that all residential lots shown on official subdivision plats at The Bluffs on Thompson Creek Subdivision, zoned as a Planned Unit Development under West Feliciana Parish Planning and Zoning Ordinance, are included in the scope of the restrictions.

V.

By the terms of a sale with an assumption of mortgages by Bluffs Management Company, L.L.C. to Bluffs Consulting, L. L.C. dated March 3rd, 2009, recorded as Original No. 99146 in COB 170, Page 775 of the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana, and per that Act of Correction executed March 17th, 2009 recorded as Original No. 99240 in COB 171, Page 41, Bluffs Management Company, L.L.C. transferred and assigned all rights as the "developer" under the Declaration of Covenants, Conditions, and Restrictions for the properties known as The Bluffs on Thompson's Creek to Bluffs Consulting, L.L.C., pursuant to the above referenced recordings of said restrictions, as amended. And now, as the developer, Bluffs Consulting, L.L.C. does hereby specify the effect of the Restrictions as to coverage to include all residential lots shown on the official subdivision plats on The Bluffs on Thompson's Creek Subdivision, including but not limited to any present or future lots developed within the Planned Unit Development District, including but not limited to those lots numbered 1-85 shown as "Afton Villas Townhomes", depicted on that map by Alvin Fairburn & Associates, L.L.C. dated March 25th, 2009 filed as Original 100323 in COB 172, Page 850 in the records of the Clerk of Court for the Parish of West Feliciana, entitled "Final Plat of Afton Villas Townhomes Located in Section 70, T3S - R1W, G.L.D., West Feliciana Parish, Louisiana for Afton Townhomes, L.L.C." which map of survey is adopted herein by reference thereto.

THUS DONE AND SIGNED at St. Francisville, Louisiana on the 24 day of November, 2009.

WITNESSES

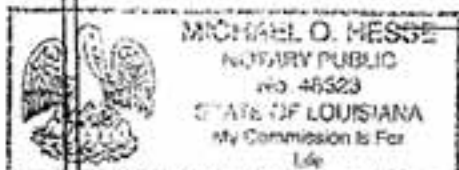
APPEARER:
BLUFFS CONSULTING, L.L.C. BY:

Heather Rodriguez
Heather Rodriguez

[Signature]
RICHARD E. BROWN

Renny Brouillette
Renny Brouillette

[Signature]
NOTARY PUBLIC



West Feliciana Parish Recording Page

Felicia Ann Hendl
Clerk of Court
PO Box 1843
St. Francisville, LA 70775
(225) 635-3794

Received From :
HESSE & BUTTERWORTH
POST OFFICE BOX 1099
ST. FRANCISVILLE, LA 70775

First VENDOR

THE BLUFFS RENAISSANCE, LLC

First VENDEE

THE BLUFFS RENAISSANCE, LLC

Index Type : CONVEYANCES
Type of Document : RESTRICTIONS

File Number : 122312

Book : 223 **Page :** 840

Recording Pages : 5

Recorded Information

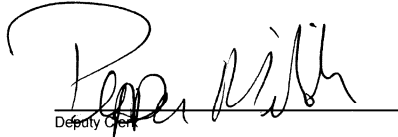
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for West Feliciana Parish, Louisiana.

On (Recorded Date) : 01/04/2019

At (Recorded Time) : 3:10:45PM



Doc ID - 001209730005


Deputy Clerk



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**SIXTH AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE PRIVATE COMMUNITY AT
THE BLUFFS ON THOMPSON CREEK**

**STATE OF LOUISIANA
PARISH OF WEST FELICIANA**

Before the undersigned Notary Public for the Parish of West Feliciana, State of Louisiana, and in the presence of the respective undersigned competent witnesses, personally came and appeared:

THE BLUFFS RENAISSANCE, L.L.C., TIN: XX-XXX3473, a Louisiana Liability Company domiciled in the Parish of West Feliciana, formed under the laws of the State of Louisiana, whose mailing address is declared to be 14026 Dogwood Trace, St. Francisville, LA 70775, represented herein by its authorized Managers, **DODSON AND SON PROPERTIES, L.L.C.**, by its Manager, Richard J. Dodson, and **BDAGG RENAISSANCE, L.L.C.**, through its authorized Manager, ~~TARA CARTER HENDRICK~~ *DB* hereinafter sometimes referred to as "APPEARER";

who after being duly sworn, did depose and state as follows:

I.

By declaration of covenants, conditions, and restrictions dated June 17, 1988, APPEARER's predecessor in title, the Bluffs Limited Partnership, established subdivision restrictions for the subdivision known as "The Bluffs on Thompson's Creek" (the "Restrictions"), which Restrictions were recorded as Original No. 38,203 in COB 104, Page 662 of the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana.

II.

By terms of the original Restrictions and the plan of development, Article 1.02 "Property Affected" provides that the Restrictions apply to all tracts of land designated for residential use as shown on the official subdivision plats, in addition to all additional property made subject to the terms and conditions of the restrictions so designated in the discretion of the Developer. Also, the Restrictions define "subject property" as including all lands comprised within the community at The Bluffs, or as designed by the Developer, and/or as described on official subdivision plats.

III.

Subsequent amendments to the Restrictions were filed to more specifically include changes and additions to the subdivisions at The Bluffs, Laurel Hill Village, Oakley Village, Sweetwood Estates, and the Lodge and Afton Villa Townhomes, at The Bluffs, in accordance with the following recorded documents:

- A. First Amendment at Original No. 38595, COB 105, Page 200;
- B. Second Amendment at Original No. 44888, COB 114, Page 496;
- C. Third Amendment at Original No. 47878, COB 118, Page 370;
- D. Fourth Amendment at Original No. 84673, COB 146, Page 829;
- E. Fifth Amendment at Original No. 100816, COB 173, Page 683.

IV.

The Fourth Amendment to the referenced restrictions clarified and affirmed that all

Page 1 of 4

H:\B&B Documents\2018 Real Estate\Bluffs\Marketing Consulting\11-16-2018\SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS

West Feliciana Parish Recording Page

Felicia Ann Hendl
Clerk of Court
PO Box 1843
St. Francisville, LA 70775
(225) 635-3794

Received From :
HESSE & BUTTERWORTH
POST OFFICE BOX 1099
ST. FRANCISVILLE, LA 70775

First VENDOR
THE BLUFFS RENAISSANCE LLC

First VENDEE
THE BLUFFS RENAISSANCE LLC

Index Type : CONVEYANCES
Type of Document : AMENDMENT
Recording Pages : 3

File Number : 125026

Book : 228 **Page :** 731

Recorded Information

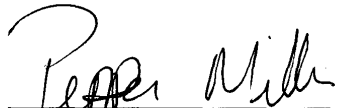
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for West Feliciana Parish, Louisiana.

On (Recorded Date) : 05/01/2020

At (Recorded Time) : 12:42:19PM



Doc ID - 001254290003


Deputy Clerk



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**SEVENTH AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE PRIVATE COMMUNITY AT
THE BLUFFS ON THOMPSON CREEK**

**STATE OF LOUISIANA
PARISH OF WEST FELICIANA**

Before the undersigned Notary Public for the Parish of West Feliciana, State of Louisiana, and in the presence of the respective undersigned competent witnesses, personally came and appeared:

THE BLUFFS RENAISSANCE, L.L.C., TIN: XX-XXX3473, a Louisiana Liability Company domiciled in the Parish of West Feliciana, formed under the laws of the State of Louisiana, whose mailing address is declared to be 112 Founders Drive, Baton Rouge, Louisiana 70180, represented herein by its authorized Manager, **DODSON AND SON PROPERTIES, L.L.C.**, by its Manager, Richard J. Dodson, , hereinafter sometimes referred to as **"APPEARER"**, or **"DEVELOPER"**;

who after being duly sworn, did depose and state as follows:

I.

By declaration of covenants, conditions, and restrictions dated June 17, 1988, APPEARER's predecessor in title, the Bluffs Limited Partnership, established subdivision restrictions for the subdivision known as "The Bluffs on Thompson's Creek" (the "Restrictions"), which Restrictions were recorded as Original No. 38,203 in COB 104, Page 662 and refiled at Original No. 73609 in COB 131, Page 935 in the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana.

II.

Subsequent amendments to the Restrictions were filed to more specifically include changes and additions to the subdivisions at The Bluffs, Laurel Hill Village, Oakley Village, Sweetwood Estates, and the Lodge and Afton Villa Townhomes, at The Bluffs, in accordance with the following recorded documents:

- A. First Amendment at Original No. 38595, COB 105, Page 200;
- B. Second Amendment at Original No. 44888, COB 114, Page 496;
- C. Third Amendment at Original No. 47878, COB 118, Page 370;
- D. Fourth Amendment at Original No. 84673, COB 146, Page 829;
- E. Fifth Amendment at Original No. 100816, COB 173, Page 683;
- F. Sixth Amendment at Original No. 122312, COB 223, Page 840

III.

Developer desires and does hereby amend the foregoing Covenants, Conditions, and Restrictions by amending the following provision under Article II regarding the Bluffs Property Owner's Association to read as follows:

"2.01.2 The Association may lease or acquire any assets of the Golf Course and Country

Club property subject to a 2/3rds vote of the Board of Directors of the Property Owner's Association."

IV.

The present amendment is made by The Bluffs Renaissance, L.L.C., as Developer, and Developer specifically approves this amendment and explicitly consents thereto.

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the 27th day of April, 2020.

WITNESSES:

APPEARER:

THE BLUFFS RENAISSANCE, L.L.C.

Amanda Chamberlain

Richard J. Dodson

BY: DODSON & SON PROPERTIES, L.L.C., Manager,
Richard J. Dodson, Manager

Printed Name: Amanda

Chamberlain

Printed Name: Amy Deason

Amy Deason

Kenneth H. Hooks III
NOTARY PUBLIC

KENNETH H. HOOKS III
NOTARY PUBLIC
State of Louisiana
112 Founders Drive
Baton Rouge, LA 70810
La BRN #25097
Notary Public ID* 55595
My Commission expires at Death.

residential lots shown on official subdivision plats at The Bluffs on Thompson Creek Subdivision, zoned as a Planned Unit Development under West Feliciana Parish Planning and Zoning Ordinance, are included in the scope of the restrictions.

V.

The Fifth Amendment to the referenced restrictions confirms the designation of Bluffs Consulting, L.L.C. as the successor "Developer" to Bluffs Management Company, L.L.C. By terms of the subsequent sale dated September 1st, 2015 filed of record as Original No. 114390 in COB 206, Page 182, Bluffs Consulting L.L.C. conveyed the ownership and "Developer" status to The Bluffs Renaissance, L.L.C. as to all property covered by the Declaration of Covenants, Conditions, and Restrictions. Accordingly, Appearer hereby amends the original and amended restrictions to designate "The Bluff Renaissance, L.L.C." as "Developer" in place of the original Bluffs Limited Partnership and its various successors and assigns, including Bluffs Management Company, L.L.C. and Bluffs Consulting, L.L.C.

VI.

Additionally, Appearer, as Developer, further amends the provisions of Article 2 of the Covenants, Conditions, and Restrictions to add the following provisions affecting the Bluffs Property Owner's Association, under Sections "2.01.1, 2.01.2, 2.01.3" entitled "Association", and "2.04" entitled "Association's Responsibilities", as follows:

"2.01.1 The Association may enter into a Cooperative Endeavor Agreement with the Developer or Country Club owner, their successor or assigns for the purpose of supporting, maintaining, or restoring infrastructure, assets and functions of the club and its activities, and shall be subject to a majority vote of the membership."

"2.01.2 The Association may lease or acquire any assets of the Golf Course and Country Club property subject to a 2/3 vote of the membership."

"2.01.3 The Association may enter into a Cooperative Endeavor Agreement as provided in paragraph 2.01.1 or acquire or lease any assets as provided in paragraph 2.01.2 in order to maintain or enhance the values of the Lots and Dwellings and Common area covered by this Declaration."

"2.04 (g) To create and implement a program or Agreement of cooperative endeavors with the Developers, its successors or assigns, to acquire or lease, maintain and support the assets and service functions of the club activities at The Bluffs, which would inure to the benefit of the Bluffs property owners and the general public and which could include all aspects of operation of the activities incidental to recreation, infrastructure, clubhouse services, and event promotions, all of which to preserves or enhances the quality and value of all common property, private Lots, and Dwellings covered by these restrictions."

VII.

Page 2 of 4

H:\H&B Documents\2018\Real Estate\BLUFFS\Bluffs Consulting L.L.C.\SIXTH AMENDMENT TO THE DECLARATION 07.22.18.doc

Further, the Appearer, as Developer, amends Article 3.02 which shall now read:

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 initial 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 budget of the Association which budget may include any obligations and covenants of the Association incurred or assumed pursuant to or in accordance with any provision of this Declaration, as amended.

The Association shall have the right and obligation to increase the monthly assessment of each member's Lot or Dwelling subject to the following:

A duly created Board of Directors of the Association shall have the right to increase any existing assessment by not more ten percent (10%). Any such increase shall require a two-thirds (2/3) vote of the Board after due notice is given.

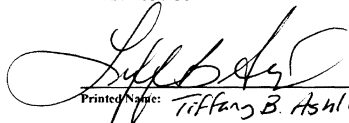
Any increase in monthly assessments in excess of ten percent (10%) shall require a two-thirds (2/3) vote of the entire membership of the Association after due notice is given.

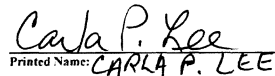
The Board of Directors and the Association may conduct votes on increasing monthly assessments, as provided hereinabove, at their regular meetings or at special meetings called for such purposes.

However, the Board of Directors shall not vote to increase monthly assessments as aforesaid within one year of any previous increase by the Board or Associations membership."

THUS DONE AND SIGNED at St. Francisville, Louisiana on the 4th day of January, 2018.

WITNESSES:


Printed Name: Tiffany B. Ashley


Printed Name: CARLA P. LEE

APPEARER:

THE BLUFFS RENAISSANCE, L.L.C.


BY: DODSON & SON PROPERTIES, L.L.C., Manager,
Richard J. Dodson, Manager

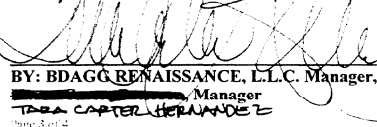
NOTARY PUBLIC

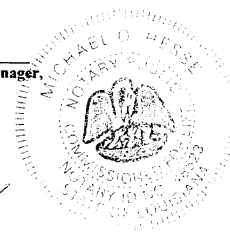
WITNESSES:

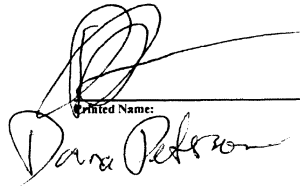

Printed Name: Karen Carter Peterson

APPEARER:

THE BLUFFS RENAISSANCE, L.L.C.


BY: BDAGG RENAISSANCE, L.L.C. Manager,
TARA CARTER HERNANDEZ
Page 3 of 4




Printed Name: _____


NOTARY PUBLIC

**Daniel Ernest Davillier
Notary Public
State of Louisiana
Louisiana Bar Roll #23022
My Commission is Issued for Life.**

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(225) 635-3794

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Page : 685

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