

ACT OF RESTRICTIONS
OF
SPRINGLAKE AT BLUEBONNET HIGHLANDS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 14th day of June, 1993 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared

BLUEBONNET HIGHLANDS DEVELOPMENT CO., a Louisiana partnership with Articles of Partnership on file with the Secretary of State of The State of Louisiana and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana, herein represented by its Managing Partner, Clark W. Taylor.

who did depose and say that:

Developer is the owner, subdivider and developer of the real property hereinafter described; and, by this act, imposes upon the property described herein the restrictions, conditions, liens and servitudes hereinafter set forth.

1. PURPOSE

The Purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The real property described herein is hereby subjected to the covenants, restrictions, servitudes, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of that property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from streets; and, in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchases by building sites therein.

2. THE PROPERTY

2.1 The real property now owned by the developer and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein.

Lot 1 thru 53 and any private recreation servitudes, private drainage servitudes, predial servitudes or landscape area shown on the final plat of Springlake at Bluebonnet Highlands first filing by Decteau Engineers, Inc. dated 2-25-93 recorded at Original 875 Bundle 10419 in the official records of the Parish of East Baton Rouge, State of Louisiana. (hereinafter referred to as the "Property")

2.2 The Property and all other portions thereof hereinafter shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.

3. IMPROVEMENT RESTRICTIONS

3.1 There is hereby created Springlake at Bluebonnet Highlands Council (the "Council"), to be composed of up to three individuals. Except for the members appointed by the Developer, two of the members must be owners of lots in Springlake at Bluebonnet Highlands. The members of the Council shall be appointed by the Developer, shall serve for one year, and their successors shall be appointed by the Developer until such time as the Developer shall release this right to owners in the subdivision. Once this right is released to the owners in the subdivision, the Council may be expanded and/or committees formed. The Council shall serve without pay and shall check all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The decision of the Council, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The first members of the Council are:

Clark W. Taylor
Debbie A. Beck
Babin H. Leonard

3.2 The term Association as referred to in these restrictions refers to the collective group of lot owners in Springlake at Bluebonnet Highlands, whether organized as an unincorporated association or duly incorporated under the laws of the State of Louisiana.

3.3 No residence, building fence, wall or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the lot shall have been submitted to and approved in writing by a majority vote of the Council.

3.4 Two (2) set of plans, including plot plan, must be submitted for Council approval with one to be retained by the Council and the approved set returned to the lot owner. In the event an agreed plan is stipulated in writing in the contract of purchase from the Developer, the Council shall be deemed to have approved automatically the plan provided the plan does not violate the restrictions as set forth herein.

3.5 No house shall be erected, altered, placed or permitted to remain on any one of the said lots other than one (1) detached single family dwelling not to exceed two (2) stories in height, a private garage or carport for not more than three (3) cars, and other accessories incidental to residential use of said lots, such as swimming pools, bathhouses and/or gazebos. Private garages or carports shall load from the side or rear and shall not face the street fronting the lot, except garages constructed on corner lots. Houses constructed on corner lots shall include an attached or detached garage with approved garage door. If any part of a garage is located on the front one-half of the respective lot, it must load from the side and have an approved garage door. A carport or garage, facing the street may be constructed on the rear one third of any lot with an approved garage door. Any garage or carport constructed on the rear of a Lake Lot shall not open onto the Lake and must be completely enclosed and constructed with the same exterior building materials as used on the residence on three (3) sides. In order to assure that location of houses will be harmonious, that the maximum

amount of view will be available to each house, that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of other houses, large trees, common facilities and similar considerations the Council reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all residential building sites provided, however, that such location shall be determined after reasonable opportunity is afforded the lot owner to recommend and then in the event an agreed location is stipulated between the lot owner and Developer, the Council shall approve automatically such location for a residence.

3.6 For the purpose of these restrictions, a garage is defined as structure completely enclosed and constructed with the same exterior building materials used on the residence on three (3) sides with an approved automatic garage door. The only exception is garages constructed on corner, off Lake Lots which may be open towards the rear of the garage as long as no views are available to the street.

3.7 In the event the Council fails to approve or disapprove within forty-five (45) days after any matter, including plans and specifications for construction, has been submitted to it or in any event if no suit, evidenced by a notice of lis pendens is filed by the Council against the lot owner seeking the enforcement of this restriction before substantial completion of the improvements, approval shall not be required by the Council; however, all other provisions shall continue to apply.

3.8 No residence shall be erected on any lot in Springlake at Bluebonnet Highlands containing, exclusive of porches, breezeways, garages and carports, less than One Thousand Four Hundred Fifty (1,450) square feet. The Council may at its sole discretion approve the plans for a residence to be constructed on a Lot containing, exclusive of porches, breezeways, garages and carports, or less than One Thousand Four Hundred Fifty (1,450) square feet but in no case less than One Thousand Four Hundred (1,400) square feet.

3.9 Unless approved in advance by the Council (and provided that the placement on said lot does not violate any zoning regulations), all the residences shall be located on the lots in the following manner: Building set back lines are shown on the final plat. Garages and carports may be attached to main dwelling but must not be nearer to the side property line than five feet (5'). For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building. A maximum building set back line of fifty feet (50') is hereby authorized for all lots, except lots that are 175' feet deep or more, and the maximum building set back for these lots is sixty-five feet (65'). Detached garges and/or accessory buildings shall not be erected closer than five feet (5') to any side line or closer than ten feet (10') to rear lot line.

3.10 Driveways shall be built in the location as per the attached Exhibit "A". The location of the driveway may be changed upon request to the Council and provided the Council deems said change in the best interest of the development.

3.11 Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone, or asbestos, and not more than sixty (60%) percent of the exterior, at the discretion of the Council, may be wood or a similar building material. All painted exteriors must have at least two (2) coats. No window mounted heating or air conditioning units are permitted.

3.12 Flat roofs shall not be allowed unless approved in advance by the Council.

3.13 The elevation of each house slab shall be at such elevation as prescribed by the East Baton Rouge Parish Department of Public Works and in accordance with the ordinances and regulations of East Baton Rouge Parish.

3.14 Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence.

3.15 No fence shall be erected on a lot beyond the front building setback line of that lot. All fencing material must be wood, brick, stucco or wrought iron, unless otherwise approved by the Council. Fences on Lake Lots shall be constructed six (6') feet in height along the side lot within twenty (20') feet of the water line of the Lake and shall be constructed three and one-half (3 1/2') feet in height on the rear portion of the lot within twenty (20') feet of the water line of the Lake along the side property lines. Any fence constructed along the rear of the Lake Lots shall be set back at least ten (10') feet from the water line of the Lake and shall not exceed three and one-half (3 1/2) feet in height. In no event shall a fence or wall within twenty (20') feet of the water line of the Lake be more than three and one-half (3 1/2') feet in height. Fences may be erected on any servitudes except lots 11 thru 29 inclusive. No fences may be erected on the servitudes adjoining lots 11 thru 29 inclusive, except by specific approval of the Council. No fences may violate any zoning regulations.

3.16 No garage apartment shall be built on the lots.

3.17 Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the final plat of Springlake at Bluebonnet Highlands.

3.18 Nothing in these restrictions shall prohibit an owner of any two (2) adjoining lots having frontage on the same street from erecting a residence on the two (2) lots, which shall be considered, for the purpose of these restrictions, as one (1) lot, or the owner of three (3) contiguous lots resubdividing them into two (2) contiguous lots.

3.19 No lot or lots shall be sold except with the description as shown on the plat of the subdivision referred to above; provided, however, that any lot or lots may be subdivided or replatted with written consent of the Council, evidenced by a majority vote thereof.

3.20 This subdivision will be served by underground utilities, except where an overhead electric distribution system is previously existing. Electric service from the electric distribution system to each residence shall be underground.

3.21 The owner shall not paint or decorate any portion of the exterior of any buildings or improvements without first obtaining written consent of the Council.

3.22 No outside lines, outside television antennas, satellite dishes, above ground improvements or hanging devices shall be allowed without the written consent of the Council, evidenced by a majority vote thereof.

3.23 Address numbers shall be displayed on and attached to the residence at or near the front entry door. The U. S. Postal Service approved pedestal mail boxes and parcel lockers that will be located in the street right of way at locations as shall be determined by the Council.

3.24 Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Council, and any standard adopted respecting any restrictions in this regard shall be final.

3.25 Landscaping shall be installed within sixty (60) days of completion of residence. The front yard (and side yards of the corner lots) are to be completely sodded with a non-certified centipede or equal. In the front yard, the owner shall plant a minimum of eighteen (18) three gallon shrubs and three (3) six to eight foot trees. No artificial grass, plants or vegetation shall be permitted.

3.26 Driveway construction and lot grading shall be approved in advance by the Council and must conform to the subdivision drainage plan.

3.27 Foundations should be properly designed by the builder, designer, or architect. The developer does not warrant soil conditions or the health of the trees and vegetation situated on any lots.

3.28 The Developer reserves the right to amend this Act of Restrictions one or more times, to add additional lots to the subdivision and to impose to the building and use restrictions, conditions, liens and servitudes contained in this Act of Restrictions. The amendment shall be in writing and shall be effective when filed for registry in the official records of East Baton Rouge Parish, State of Louisiana. Upon the filing of an amendment of this Act of Restrictions, the lots described in this Act and the lots described in the amendment shall constitute a single subdivision, and the building and use restrictions contained in this Act shall be binding on each lot in Springlake at Bluebonnet Highlands and fully enforceable by each lot owner in the subdivision.

3.29 It is herein provided that the developer of this subdivision, Springlake at Bluebonnet Highlands, may utilize all lots restricted herein as a street connecting Springlake at Bluebonnet Highlands to another real estate development.

3.30 The Developer reserves the right at the developer's sole discretion to merge the Homeowners' Association governed by these restrictions with other Homeowners' Associations consisting of lot owners in any existing or future filing of Bluebonnet Highlands Subdivision. The Developer may transfer this right to the lot owners with or without certain restrictions.

3.31 Upon merger or consolidation of the Association with another association its properties, rights and obligations may be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligation of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration within the existing property, together with the covenants and restrictions established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the restrictions established by this Declaration within the existing Properties except as hereinafter provided.

4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 Homes in Springlake at Bluebonnet Highlands shall be used for residential purposes only. No part of any property in this subdivision shall be used for apartment houses offices or the conduct in the home of occupations such as medical or other offices or shops of any kind for school, churches, assembly halls or fraternity houses. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause nuisance.

4.2 No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently.

4.3 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free noxious odors and insects.

4.4 The keeping of a mobile home or trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motorboat or other similar water born vehicle or recreation vehicle may be maintained, stored or kept on any parcel of property covered by these covenants only if housed completely within a structure or placed in a location which has been approved by the Council.

4.5 No automobile, boat, truck, bus trailer, camper or other vehicle, or conveyance shall be parked, kept, stored or permitted to remain on any lot for over thirty (30) days unless kept within a carport, garage or a location approved by the Council in advance. No owner or his assignee shall regularly permit the parking of any such automobile, boat, truck, bus, trailer, camper or other vehicle or conveyance in any street right of way in the subdivision.

4.6 No sign of any kind except standard real estate signs shall be displayed to the public view on or from any building site without the prior consent of the Council or its agents.

4.7 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.8 Nothing shall be altered or constructed in or removed from the landscape and common areas as shown on the final plat, except upon the written consent of the Council.

4.9 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed.

4.10 Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence and driveway in a clean and orderly fashion at all times and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep their lot (s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Council may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorneys' fees.

5. LANDSCAPE, PRIVATE FENCE SERVIDUTE, LAKE USAGE AND COMMON AREAS

5.1 The landscape, private fence servitude and common areas, if any, shown on the final plat of Springlake at Bluebonnet Highlands are dedicated to the common use of the enjoyment of the lot owners of the subdivision, and the care, upkeep and maintenance of these areas are not the responsibility of the City-Parish Government of East Baton Rouge Parish, but shall be the responsibility of the lot owners of Springlake at Bluebonnet Highlands in the proportion of one (1) lot to total number of lots. These landscape areas are not dedicated for use by the general public. The costs of all lighting except street lights installed by the utility company are to be borne by the lot owners and not the City-Parish Government.

5.2 Every lot owner shall have a nonexclusive right and servitude of enjoyment in and to Springlake at Bluebonnet Highlands, which right and servitude shall be appurtenant to and pass with the title to every lot, subject to the following:

A) All provisions of this Declaration, the Official Plan and the Final Plat.

B) The reasonable rules and policies adopted by the Council.

C) Restrictions contained on any and all plats of all or any part of the Properties, including the Official Plan, whether filed separately with respect to all or any part or parts of the Property.

D) Servitudes and easements for installation and maintenance of the Lake by the Association or Developer, of utilities and drainage facilities as shown on the Final Plat.

E) The reservation by the Developer, its successors and assigns of the right to use and enjoy the same non-exclusive servitude, for the benefit of additional lands owned and to be owned by Developer, located in Sections 50, 51, and 53, in East Baton Rouge Parish, Louisiana, and any other property adjacent or contiguous to the Property. Such servitudes shall include the exclusive right to construct piers, walks, and docks along the shoreline and over the lake and the rights of any other lot owner in any other filing of Springlake at Bluebonnet Highlands subdivision who has been previously granted the right to use and enjoy Springlake at Bluebonnet Highlands.

5.3 The Lake shall be available for boating and fishing by all lot owners, subject to reasonable rules and regulations which may be adopted by the Council. The reasonableness of such rules and regulations shall take into consideration the privacy of owners of Lake Lots, utilization by all residents of the Subdivision who are willing to pay their fair share of the cost of maintaining and preserving the Lake, as well as other reasonable considerations. The Lake shall not be used by craft powered by internal combustion engines. Fishing in the Lake shall be regulated by and subject to control by the Council. No structure shall be erected in or over the Lake, except such as may be necessary to preserve and maintain the Lake, except for piers, walks and docks constructed by the Developer only. Owners of Lake Lots shall maintain their respective lots and the shoreline down to the water line unless other provisions are made by the Council. No lot owner may construct any structure in or over the Lake unless approved in advance by the Council.

5.4 The lot owners and their guests shall use and enjoy the Lake and the Common Structures at their own risk and neither the owners of the lots in the existing subdivision, the Developers, the existing Association or any new association of homeowners shall be liable for any injury to persons or damage to property which may result from the use and enjoyment of the Lake and the common structures. Swimming in the Lake shall not be permitted.

5.5 The Lake shall be subject to a drainage servitude through the Lake as required by the Department of Public Works of East Baton Rouge Parish, Louisiana. Unless conveyed to a public authority, the Lake shall be privately owned, the servitude granted being limited to a use as a servitude for drainage only or as separately dedicated by instrument filed of record in East Baton Rouge Parish, Louisiana.

6. COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 The Council has the specific right, upon a majority vote of its members, to levy and collect (by legal proceedings if necessary) from each lot owner in Springlake at Bluebonnet Highlands an annual assessment in an amount it determines is necessary in order to provide said subdivision with lighting, maintenance of the landscape area, gardening and any other services generally undertaken or furnished by private associations of property owners. Any assessments shall be made in writing directed to the property owner, and upon failure to pay within (30) days from the date the notice is given, a copy thereof can be filed with the Clerk and Recorder for the Parish of East Baton Rouge Louisiana and will act as a lien upon the property so assessed. In addition to using the revenue for the purposes specified herein, the Council may use the revenue for such purposes as will benefit the residents and property owners in Springlake at Bluebonnet Highlands provided, however, that such assessment shall when filed rank only from the date of recordation.

6.2 By act of taking title any lot such person is deemed to covenant and agree to pay to the Association (a) annual assessments or charges, and (b) special assessments to be established and collected as hereinafter proved, and (c) specific assessment against any particular lot which are established pursuant to the terms of this Declaration.

6.3 The Council shall fix the date of commencement and the amount of the assessment against each lot owner for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the assessments.

6.4 It shall be the duty of the Council at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. The Council shall use reasonable efforts to cause the budget and the assessments to be levied against each lot owner for the following year to be delivered to each lot owner. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total lot owners. However, in the event that lot owners disapprove, the proposed budget for the succeeding year, then and until such time as a budget shall be determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. The initial maximum annual assessment which may be levied against each lot with a house constructed on it shall be \$17.00 per month. The annual assessment which may be levied against each vacant lot is one-half (1/2) the amount levied against a lot with a house constructed on it.

6.5 If the assessment set forth above proves inadequate for any year, the Council may at any time levy a special assessment against all lot owners. Prior to becoming effective, however, any special assessment shall be approved by the affirmative vote of a majority of those present, in person or by proxy, at a special or annual meeting of the lot owners, notice of which shall specify that purpose. Any special assessment levied against a vacant lot shall not exceed one-half (1/2) the amount levied against a lot with a house constructed on it.

6.6 Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fourteen (14%) per annum, and the association may bring a personal action at law against the Owner who is personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees (of not less than \$100.00) of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

6.7 The right to collect and administer the maintenance assessments and obligations may, at the discretion of the Council, be transferred to corporation formed for that and any other purposes.

7. MISCELLANEOUS PROVISIONS

7.1 These stipulations and restrictions are to run with the land and shall be binding on all parties and all personal claiming under them for a period of twenty-five (25) years from this date, at which time said covenants shall be automatically extended for a period of ten (10) years, unless by written consent of the majority of the owners of the lots in said subdivision duly recorded in the conveyance records of this Parish and agreed to change said stipulation and restrictions in whole or in part, in which event the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to change shall cease to have further force or effect at the end of the then current term and all remaining restrictions, amended or otherwise, shall remain in full force and effect for the succeeding term.

7.2 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot, or for the developer or the Council, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing or to recover damages or other amounts for such violation. Any first or subsequent purchaser of any lot in Springlake at Bluebonnet Highlands shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek both of those types of relief or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.3 Invalidation of any one of these restrictions, or part thereof by judgment or Court Order, or as herein provided, shall in no way affect any other provision herein contained. All other provisions shall remain in full force and effect.

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

WITNESSES

BLUEBONNET HIGHLANDS DEVELOPMENT CO.

Jonya B. Skmetto
Jane Hatcher

BY: [Signature]

[Signature]
NOTARY PUBLIC